

MODERATE RISK WORK BY CONTRACTORS ON THE ARGONNE SITE SUPPLEMENTAL CONDITIONS

1. APPROVAL TO PROCEED

This contract is designated as moderate risk. The contractor shall not commence work under this contract unless and until the contractor receives approval to proceed from the Project Specialist/Technical Representative.

2. INDEMNITY

A. The Contractor shall indemnify and hold UChicago Argonne, LLC, the University of Chicago and the United States Government, and their officers, trustees, agents, servants, and employees, jointly and severally harmless against any loss or damage (including loss or damage from any personal injuries or death of persons, and loss of or damage to property), and any expense in connection therewith (including expenses of litigation, together with attorneys' fees incident thereto) arising out of or connected with the performance of work under this contract by the Contractor, its subcontractors, and their agents, representatives, servants, and employees.

B. The Contractor shall immediately notify the Laboratory of any injury or death and of any loss of or damage to property of the Laboratory or the United States Government, and shall furnish the Laboratory with a statement concerning such injury, damage, or loss in such detail as the Laboratory may require.

3. INSURANCE

A. The Contractor shall have and maintain during the life of this contract the following insurance coverage, provided by an insurance carrier rated "A" or better by A.M. Best:

<u>LINE OF COVERAGE</u>	<u>LIMITS</u>		
GENERAL LIABILITY <input checked="" type="checkbox"/> Commercial General Liability <input type="checkbox"/> Claims Made <input checked="" type="checkbox"/> Occurrence General Aggregate Limit Applies Per: <input checked="" type="checkbox"/> Policy <input type="checkbox"/> Project <input type="checkbox"/> Log	EACH OCCURRENCE		\$2,000,000
	Fire Damage		\$ 500,000
	Med Expense		\$ 50,000
	Personal & Adv Injury		\$2,000,000
	General Aggregate		\$2,000,000
	Products – COMP/OP AGG		\$2,000,000
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> Any Auto	COMBINED SINGLE LIMIT		\$1,000,000
WORKMAN'S COMPENSATION AND EMPLOYMENT LIABILITY	WC STATUTORY LIMITS	OTHER	
	E.L. EACH ACCIDENT		\$500,000
	E.L. DISEASE EA EMPLOYEE		\$500,000
	E.L. DISEASE-POLICY LIMIT		\$500,000

B. All policies, excluding Workman's Compensation, shall provide by appropriate language that UChicago Argonne, LLC, the University of Chicago and the United States Government are additional insureds; that the insurance afforded by such policies is primary insurance; and, that all rights of the insurer for contribution from other insurers of UChicago Argonne, LLC, the University of Chicago and the United States Government are waived.

C. In the event that the work authorized by this contract has been designated as "High Risk" by the Laboratory, The Contractor agrees to deliver to the Laboratory before any work is performed hereunder, certificates of the insurance companies as to the particulars of the insurance coverage above referred to, and such certificates shall contain a provision that such insurance will not be canceled, changed or allowed to lapse in the policies except upon not less than ten (10) days prior notice thereof to the Laboratory.

4. ENVIRONMENT, SAFETY AND HEALTH

The contractor shall take all reasonable precautions in the performance of the work under this contract to protect the safety and health of Argonne, U.S. Department of Energy (DOE), and contractor employees, as well as members of the public, and protection of the environment. This includes compliance with all the applicable environment, safety and health (ES&H) regulations and requirements, including reporting requirements of DOE as identified by the Laboratory in writing from time to time. The regulations and requirements include Title 10 of the Code of Federal Regulations (CFR), Energy, Part 851, *Worker Safety and Health Program (WSHP)*, which invokes Title 29 CFR, *Labor*, including but not limited to parts 1910 and 1926. Title 40 CFR, *Protection of the Environment*; Title 49 CFR, *Transportation*; Title 10 CFR 820, Procedural Rules for DOE Nuclear Activities; Title 10 CFR 830, Nuclear Safety Management, as well as other applicable state, federal, and local regulations are also applicable. Subcontractors to Argonne National Laboratory are subsequently required to comply with applicable requirements of 10 CFR Part 851. Detailed information about this regulation can be found at the DOE's web site (<http://energy.gov/hss/focus-groups/10-cfr-851-worker-safety-and-health-program>). The contractor is responsible for reviewing the requirements of this regulation and determining applicability with respect to subcontracted services provided to the Laboratory. 10 CFR 851 requires a DOE-approved WSHP for every covered DOE site.

Requirements of the Argonne WSHP that are applicable to Laboratory subcontractors are specifically communicated through this document, the ANL-366M, Moderate Risk Work by

Contractors on the Argonne Site, Supplemental Conditions. Subcontractor compliance with 10 CFR 851 is, therefore, achieved by: Complying with the supplemental conditions applicable to and associated with the contract, or alternatively, authoring, submitting, and obtaining approval from DOE of a site specific Worker Safety and Health Plan. Prior to the date the contractor submits a bid for this contract, or the date the contractor executes it, whichever is earlier, the contractor shall notify the Laboratory in writing if the contractor will seek DOE approval of any alternative site specific Worker Safety and Health Plan developed by the contractor and also provide the Laboratory with copies of any such Plan and an opportunity to comment on and discuss any such Plan. Unless and until such DOE approval is given, the contractor will comply with the terms and conditions included and referenced in this contract.

The contractor shall indemnify and hold the Laboratory harmless in the event DOE imposes a fine or penalty on the Laboratory pursuant to a violation of 10 CFR 851, and such fine or penalty arises out of or is connected with the performance of work under this contract by the contractor, its subcontractors, and/or their agents, representatives, servants or employees. The Laboratory shall notify the contractor, in writing, of any noncompliance with the provisions of this clause and the corrective action to be taken, which may include suspension of employees from the site. DOE, if appropriate, can issue a Notice of Violation, which can be accompanied by a fine per day per citation. After receipt of such notice, the contractor shall immediately take corrective action. In the event the contractor fails to comply with regulations and requirements of this clause, the Laboratory may, without prejudice to any other legal and contractual rights of DOE or the Laboratory, issue an order stopping all or any part of the work. The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the Laboratory Procurement Official may issue an order stopping work in whole or in part. Any stop work order issued by a Laboratory Procurement Official under this clause (or issued by the contractor to a subcontractor) shall be without prejudice to any other legal or contractual rights of the Government/Laboratory. In the event that the Laboratory Procurement Official issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the Laboratory Procurement Official. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause. In the event the Laboratory subsequently issues an order to the contractor to resume work, the contractor shall make no claim for an extension of time or for compensation for damages by reason of, or in connection with, such work stoppage. The contractor shall assure that all its employees and all subcontractors are aware of and are complying with the contractor's approved job safety analysis (project specific health & safety plan and activity hazard analysis per 10 CFR 851 Appendix A, Section 1) as well as all regulations in this clause.

The Laboratory Procurement Official, Laboratory Project Specialist/Technical Representative, Project Manager, Laboratory ESH Representatives, and the Manager, Department of Energy, Argonne Group have the authority to stop work activity which is deemed to be in imminent danger of causing a fatality or serious injury.

All Argonne employees, DOE employees, visitors, facility users, and contractors are empowered and obligated to stop any activity that they deem to pose an immediate danger to themselves; other employees, visitors, users, or contractors; the public; or the environment. This authority is referred to as "stop-work authority." Individuals who exercise stop-work authority also are obligated to immediately report their action to the division director or department head sponsoring the work, the Project Specialist, and the Project Manager and Procurement Official affiliated with the work when applicable.

A. Reporting Requirements

1. All accidents and unauthorized releases to the environment occurring at the Laboratory site must be reported immediately by dialing 911 from a Laboratory telephone or pay phone, or 630-252-1911 from a cellular phone. The accident or unauthorized release must be reported immediately to the Project Specialist, Technical Representative or

Project Manager. When this type of incident occurs or when the contractor is issued a Notice of Safety violation (PFS-530), the contractor shall complete an ANL-240, Incident Investigation and Analysis Report and ensure that the injured employee and all witnesses to the incident complete an ANL-239, Incident Description and submit these to the Project Specialist, Technical Representative or Project Manager within 24 hours. The types of emergencies that must be reported include but are not limited to: fire, explosion, personnel injury/illness, security incident, vehicle accident, utility failure, tornado sighting, possible contamination incident, toxic, or flammable material spill or release.

2. The contractor is not authorized to dispose of any material on-site unless written approvals are obtained from the Laboratory. This includes but is not limited to the use of garbage and recycling dumpsters, the sinks in buildings, and discharges to the sewer systems.

B. Job Safety Analysis (JSA)

The JSA (activity hazard analysis, per 10 CFR 851 Appendix A, Section 1) is a detailed analysis of the steps taken to complete each phase of the job, a detailed analysis of the hazards of each of those tasks and the mitigation actions that will be taken to eliminate or minimize the exposure to those hazards. Further information on preparation of a JSA is available from the National Safety Council and other professional safety organizations. (A link to the JSA is provided at the end of this supplement.)

1. The contractor must submit to the Project Specialist/Technical Representative within ten (10) days after award and have approved, prior to starting work, a job safety analysis (activity hazard analysis, per 10 CFR 851 Appendix A, Section 1) (ANL-209M) that details the specific hazards associated with each phase of the job as well as the mitigating actions the contractor shall take to reduce the risk of injury. It must identify foreseeable hazards and planned protective measures; address further hazards revealed by supplemental site information (e.g., site characterization data, as-built drawings) provided by Argonne; provide drawings and/or other documentation of protective measures for which applicable OSHA standards require preparation by a P.E. or other qualified professional; and, identify competent persons required for workplace inspections of the construction activity, where required by OSHA standards. Applicable Safety Data Sheets (SDSs) are to be included with the JSA. (If needed a sample JSA form is available upon request.)
2. The contractor's ES&H representative shall provide a Job Safety Orientation to all contractor and subcontractor employees prior to their starting work. The orientation as a minimum shall include a review of the JSA, all related permits and plans and a review of the emergency numbers, egress routes and assembly points. Each contractor employee shall sign the Job Safety Analysis form to indicate having received the orientation. A copy of the signed JSA shall be given to the Project Specialist/Technical Representative.
3. The Job Safety Analysis must be revised to incorporate changes made during the work. The revisions must be approved by the Project Specialist/Technical Representative prior to the activity taking place. All employees affected by any revisions shall be notified and advised by the contractor.

Note: A JSA is not required under the following circumstances:

- If the requisition is for a Contract of Augmented Staff/Personnel (used as staff augmentation), where those personnel will complete a JHQ, complete all required Argonne training, and work under existing Argonne work planning and control documents and associated work permits.
- If the requisition is for training services or demonstration of products provided, where there is no use of hand tools or power tools.
- For clerical/office support staff, providing they receive and maintain as current their building orientation.
- If the requisition is for the delivery of purchased items/materials, where the contractor will not use material handling equipment for off-loading or handling of procured goods.
- If the requisition is for contracted transport of personnel such as chauffeur, bus, or shuttle services.

Items that must be available and maintained at the job site include the JSA, (M)SDS, the [DOE-designated Worker Protection Poster](#), emergency phone numbers, workers compensation notice, all permits and all approved activity hazard analysis plans, and the Laboratory's "DOE Differing Professional Opinion Process" poster (<http://web.anl.gov/PRO/General%20Information/webforms/DPO-Poster.pdf>).

C. Environmental Plan

To the extent required by the project scope of work, an Environmental Plan shall be prepared by the contractor. Within ten (10) days or sooner after the award of the contract, the contractor shall submit an Environmental Plan which complies with the applicable environmental requirements. The requirements will be detailed in the project specifications. The plan must be approved by the Laboratory Environment, Safety and Quality Assurance Division before the project can begin. The Environmental Plan must be reviewed if any changes are made to the project work scope. If revisions are required, the Plan shall be updated by the contractor and approved by the Laboratory prior to the activity taking place.

D. Contractor ES&H Representative

Contractors shall designate and identify a competent member of their organization whose duty shall be the implementation of the contractor's ES&H program on the Laboratory site.

1. The contractor shall submit the names and qualifications of the contractor's ESH Representative and alternates to the Laboratory Project Specialist/Technical Representative prior to starting work.
2. The contractor's ESH Representative shall be present at all times work is being performed on site. If the contractor's ESH Representative must be off site, the contractor shall notify the Laboratory Project Specialist/Technical Representative of an alternate.
3. Duties include, but are not limited to: enforcing the company safety program as well as Argonne requirements, providing the job safety orientation, prevention of accidents, investigation of incidents/accidents, making daily inspections and reporting safety related information.
4. The contractor's ESH Representative must have the authority to stop work and change the operation to correct any deficiencies or to eliminate any hazards observed.

F. Environment, Safety and Health Documentation

The contractor shall submit the following documents, certificates, etc. as required:

1. If the contractor intends to administer first aid or Cardio Pulmonary Resuscitation (CPR), the contractor must comply with 29 CFR 1926, and supply a list of the names of employees who will administer first aid or CPR, along with current certification. This list shall be part of the Job Safety Analysis.
2. Safety Data Sheets (SDS) must be maintained by the contractor at the job site. SDS for all products and materials brought on site shall be accessible to all workers on the job site. In addition, all applicable SDS must be submitted as part of the Job Safety Analysis.
3. Pressure vessel certificates per 29 CFR 1926.29 must be submitted and approved prior to use.
4. The contractor shall, without additional expense to the Laboratory, be responsible for obtaining all necessary environmental licenses and permits.

G. Variances

Requests for exceptions of Laboratory environment, health and safety requirements, contractor's approved ES&H Program and Implementation Plan, contractor's approved Job Safety Analysis, or contractor's approved Environmental Plan must be submitted in writing to the Laboratory. Exceptions shall not be implemented without prior written approval by the Laboratory.

H. ES&H Orientation and Site Access

All contractor personnel are to attend ES&H orientation before starting work at the site. The training consists of two parts, Contractor Safety Orientation (CSO) for service contracts provided by the Laboratory and Job Safety Orientation conducted by the contractor. Also, prior to starting work in some Laboratory buildings, the contractor employees must attend a building orientation.

The CSO for service contracts lasts approximately one-half hour. This orientation is required on an annual basis. Upon completion of the orientation, each employee will receive a wallet card that must be presented to Laboratory personnel upon request. Failure to show proof of orientation will result in re-attendance of the mini CSO the next day that it is scheduled. Upon completion of the orientation, a gate pass will be issued to the contractor employee for the duration of their work or for a length of time to be decided by the Laboratory Project Specialist/Technical Representative. This pass is required for site access and is

to be used only by the employee whose name appears on the pass. Any misuse of the pass will result in a suspension from site access for a period of six (6) months.

The contractor ES&H Representative shall instruct each contractor employee on the details of the JSA for this work. This Job Safety Orientation includes having each contractor employee read and sign the JSA.

I. Equipment and Tool Inspection

All tools and equipment brought on site by the contractor may be inspected by the Laboratory for compliance with OSHA and Laboratory requirements prior to use. Tools and equipment may also be randomly inspected throughout the duration of the contract. Items found out of compliance shall be immediately removed from service, tagged out of service and taken off site by the contractor by the end of that work shift.

J. Laboratory Site Rules

The following acts or conduct are prohibited at the Laboratory site, violations will result in disciplinary action.

1. Possession of weapons, firearms, ammunition, explosives or any other apparatus or material hazardous to the public or property.
2. Possession or illegal use of controlled substances or intoxicants or being under their influence.
3. Indecent behavior of any type.
4. Stealing, misuse or destruction of Laboratory or Government property.
5. Violation of site traffic and parking regulations.
6. Using Laboratory facilities such as the Cafeteria and washrooms while wearing extremely dirty or contaminated clothes and shoes.

K. Laboratory Site Safety Requirements

The following requirements must be implemented on the job site and included in the contractor's Job Safety Analysis as appropriate.

1. The Laboratory conducts work through the use of on-site permits. All required permits will be identified to the contractor and the Laboratory will arrange for all necessary permits. There is no cost to the contractor for any Laboratory permits and no work activity shall be performed without the required permits. Such permits include work entry, energized electrical work, open flame, confined space entry, digging, concrete coring, using powder actuated tools, moving Government or Laboratory property off site, and removing asbestos. The contractor shall comply with all restrictions or provision listed on the permits. A permit to bring radioactive sources or x-ray equipment on site must be approved 48 hours in advance. All coring and penetrating equipment shall be properly grounded
2. All contractors and sub-contractors performing work for the Laboratory, both on and off site, are responsible for complying with the "Employer Payment for Personal Protective Equipment –Final Rule" issued by OSHA. The Laboratory, by virtue of its position as a host employer is not responsible for the provision of nor payment for PPE required by or issued to workers other than direct Laboratory employees, temporary and permanent.
3. All employees shall wear safety glasses with rigid side shields at all times in the work area unless a higher level of eye protection is required for special hazards. All eye protection must meet the requirement of 29 CFR 1926.102. Safety glasses must be ANSI approved and be marked with the ANSI marking "Z87.1" designation.
4. Hard hats shall be worn at all times in the work area as required. Hard hats shall meet the ANSI Z89.1 standard as defined by 29 CFR 1926.100 and bear the "Z89.1" designation. High voltage exposure work requires hard hats that meet ANSI Z89.2 standards and bear the "Z89.2" designation.
5. All employees shall wear clothing suitable for the work and weather conditions. The minimum shall be short sleeve (1/4 length) shirt, long trousers, and sturdy, over-the-ankle work boots providing ankle protection. In addition, any work that presents a greater hazard to the feet or toes requires the use of steel toes or metatarsal guards.

6. Ground fault circuit interrupters must be provided for electric hand tools and portable generators. The assured equipment grounding program is not an acceptable alternative.
7. All vehicles and mobile powered equipment, except automobiles and pickup trucks, must have backup alarms.
8. Emergency egress routes must be kept clear at all times, including doors, corridors, work site, and staging areas.
9. No alarms, safety devices, etc. will be disabled without Laboratory approval.
10. Lockout/tagout procedures shall be enforced. Argonne maintenance personnel will de-energize systems and initiate lockout/tagout. Contractor personnel must be trained in lockout/tagout prior to participating in lockout/tagout of hazardous energy sources and working on lockout/tagout systems or equipment. Contractors must verify that the energy source is de-energized before starting work on the system.
11. "Multi-purpose" Class A-B-C dry chemical fire extinguisher, ten pound (minimum) with a pressure gauge, and current inspection (within last 12 months) shall be on the construction site within 100 feet of the work area. Existing Laboratory extinguishers within Laboratory buildings can be used to meet this requirement when working inside a Laboratory building.
12. The use of explosives is prohibited without written approval from the Laboratory.
13. Vehicle operators must have an appropriate, valid driver's license when operating vehicles on site.
14. Metal ladders are prohibited.
15. The contractor's competent person performing the daily inspections required by OSHA, such as excavations made by hand and ladder inspections, shall document each inspection. Such documentation shall be signed and include the date, time, and conditions found. Documentation shall be available for review by the Laboratory for the duration of the project.
16. Electrical Protection

The contractor is required to comply with the following additional electrical requirements.

- All new computer room electrical and data installations, from the feed to the termination at the equipment, must comply with the provisions of NEC Article 645, even if the room does not meet all of the special requirements in 645.4.
- Abandoned cables and associated equipment must be removed back to the power source. Cables designated for reuse must be properly terminated and labeled at both ends.
- Unlisted electrical utilization equipment brought on-site by a contractor must be inspected by an Argonne Designated Electrical Equipment Inspector DEEI/Technical Representative/Project Specialist before use
- Temporary wiring must be installed so that it will not create hazards. Wires that run across floors must have bridges over them to prevent physical damage and minimize the tripping hazard.
- Extension cords must not be spliced, tapped into, or modified in any way
- All electrical utilization equipment that has been modified must be approved by a DEEI/Technical Representative/Project Specialist before being placed into service.
- Supervisors and employees must verify that electrical utilization equipment is NRTL-listed or approved by a DEEI/Technical Representative/Project Specialist prior to use.
- Rental electrical utilization equipment brought on-site must be inspected by a DEEI/ Technical Representative/Project Specialist before use.

L. Disciplinary Program

The contractor is required to develop and implement a disciplinary program to control poor performance, misconduct, negligence and safety violations by both its employees and that of any of its subcontractors. If it is determined that the contractor has not implemented such a program, the Laboratory will enforce the following Disciplinary Program, which includes disciplinary actions up to and including termination of the contract.

The Laboratory will issue verbal warnings to contractors and subcontractors for safety infractions and will issue written citations for more serious or continual infractions. The following progressive program will be implemented in sequential stages based on that quantity of documented safety violations. The previous one year period from the current date will be utilized in determining the quantity of violations.

1. Stage 1 (Verbal Notification)

When a contractor employee is observed to be involved in a safety infraction which is not imminent danger, the employee shall be told of the infraction and the contractor's ES&H representative will be notified of the incident.

2. Stage 2 (First Documented Safety Violation)

After receiving verbal notification, if a contractor employee is observed to be involved in the same safety infraction, or an infraction for which the employee should be cognizant of through his work qualifications, the contractor employee will receive a documented safety violation and the contractor's ES&H representative will receive a copy of the violation.

3. Stage 3 (Second Documented Safety Violation)

Upon receipt of a second documented safety violation, notifications as stated in Stage 2 above shall be completed. In addition, the contractor shall contact the Laboratory to discuss the nature of the violations and the contractor's corrective actions needed to avoid repeated unsafe work practices and the consequences thereof.

4. Stage 4 (Third Documented Safety Violation)

Upon receipt of a third documented safety violation, the contractor employee will be required to return his ARGONNE gate pass and contractor Safety Orientation card to the Laboratory, and the contractor employee's access to the Laboratory will be suspended for three working days. The contractor's management will be notified of this suspension by the Laboratory's Procurement Representative. Prior to returning to work at the Laboratory, the contractor employee will be required to attend the contractor Safety Orientation. In addition, contractor management and the contractor's employee may be required to attend a meeting with Laboratory representatives prior to the employee being permitted access to the Laboratory.

5. Stage 5 (Subsequent Safety Violations)

A subsequent documented safety violation of any nature will be cause to suspend the contractor employee for two weeks. Additional safety violations will be cause for further suspension. Notification and conditions for granting return access to the Laboratory will be as described in Stage 4 above.

6. Imminent Danger

Imminent danger situations include, but are not limited to, working at heights above six feet without fall protection; not locking out, tagging and verifying control of hazardous energy before working; not complying with confined space entry requirements; and entering a trench, excavation or space without control measures in place. When a contractor employee is observed to be involved in a situation which places him/her or others in imminent danger of being seriously injured or killed, progressive discipline will not be enacted. The employee will be suspended from working on the Laboratory site for a period of six months. In addition, the contractor's ES&H representative may be suspended from working on the Laboratory site for three work days. Conditions for granting return access to the Laboratory will be as described in Stage 4 above.

7. Contractor's Supervisor, Foreman, and/or ES&H Representatives

The contractor's supervisor, foreman, and/or ES&H representative may receive a documented safety violation notice for failure to enforce safety program requirements. Any contractor's representative who receives a suspension of any

kind will not be allowed to continue in the ES&H representative capacity until reinstated by the Laboratory. Any suspension evoked upon a contractor's supervisor, foreman, and/or ES&H representative will start on the day following the documented safety violation to allow the contractor time to arrange for a replacement, unless the violation involves imminent danger which warrants immediate removal from site. The contractor is responsible for submitting the name and qualifications of a replacement ES&H representative before work will continue. Once an ES&H representative's status has been terminated, it is at the discretion of the Laboratory to determine reinstatement.

8. Cost to the Laboratory

If Laboratory disciplinary action results in suspension of contractor employee(s) including supervisors, foreman, and ES&H representative as discussed above, the contractor shall make no claim for an extension of time or for compensation for damages by reason of, or in connection with, this disciplinary action.

9. Bid List Removal and Disqualification

A contractor's safety performance will be an important factor for future consideration for bid lists and selection criteria. This will include a review by the Laboratory of the contractor's performance, misconduct, negligence, and safety violations by both its employees and that of any of its subcontractors. If it is determined by the Laboratory that the contractor has failed to implement its JSA and the contractor has shown negligence in enforcing safety compliance on the Laboratory site, the contractor will be removed from the active bid list of contractors and shall not be allowed to bid work or work as a subcontractor on the Laboratory site for a period of time as determined by the Laboratory. For example: Two suspensions in one year and a poor safety record are grounds for disqualification (i.e. removal from active bidders list of contractors). The contractor must request reinstatement after a one year period. The contractor's request must be in writing and include a completed "Argonne National Laboratory Contractor Safety Information Questionnaire", ESH-218.

M. Drug Free Workplace

It is the Laboratory's policy to maintain a drug free workplace. The unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on the Laboratory site. Also, contractor employees are prohibited from consuming alcohol at the Laboratory while conducting work under this contract. Contractor and subcontractor employees who violate this policy will be subject to disciplinary action, including discharge.

The contractor and all lower tier subcontractors shall abide by the Drug Free Workplace Act of 1988. Anyone performing work under this contract will 1) abide by the terms of this policy; and 2) notify their employer of any drug statute convictions for a violation occurring in the workplace no later than five (5) days after such convictions. The contractor will notify the Laboratory within ten (10) days following receipt of the information from an affected employee. Failure to provide such notification shall be reason for immediate discipline up to and including barring the employee site access.

5. OZONE-DEPLETING SUBSTANCES

A. Definitions.

"Class I substance," as used in this clause, means any substance designated as Class I by the Environmental Protection Agency (EPA) (40 CFR Part 82), including but not limited to chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform.

"Class II substance," as used in this clause, means any substance designated as class II by EPA (40 CFR Part 82), including but not limited to hydro chlorofluorocarbons.

B. As required by 42 U.S.C. 7671j(b), (c), and (d) and 40 CFR Part 82, Subpart E, the Contractor shall label products which contain a class I or class II ozone-depleting substance or are manufactured with a process that uses class I or class II ozone-depleting substances, as follows:

"WARNING: Contains (or manufactured with, if applicable) _____ * _____, a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."

**The Contractor shall insert the name of the substance(s).*

6. REFRIGERATION EQUIPMENT AND AIR CONDITIONERS

The Contractor shall comply with the applicable requirements of Sections 608 and 609 of the Clean Air Act (42 U.S.C. 7671g and 7671h) as each or both apply to this contract.

7. PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

- a. The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- b. The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;
 - 1. When no longer needed for contract performance.
 - 2. Upon completion of the Contractor employee's employment.
 - 3. Upon contract completion or termination.
- c. The Laboratory Procurement Official may delay final payment under a contract if the Contractor fails to comply with these requirements.
- d. The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Laboratory Procurement Official.

8. ACCESS TO AND OWNERSHIP OF RECORDS (OCT 2014)(DEVIATION)(MAY 2015)

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management." The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 "Privacy Act."
- (b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
 - (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.
 - (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
 - (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
 - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
 - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
 - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
 - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and

appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.

- (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.
- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.
- (g) Subcontracts.
 - (1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223-72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic chemicals or substances or other hazardous materials that can cause long term health impacts.
 - (2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

Moderate Risk Job Safety Analysis

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