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SUBCONTRACT FLOW-DOWN REQUIREMENTS

SUBCONTRACTOR remains solely responsible for determining which provisions to flow down to its sub-tier subcontractors and for flowing down those identified provisions to its sub-tier contractors.

DEFINITIONS

Whenever used in this document, the following definitions shall apply unless the content indicates otherwise.

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

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

BUYER. The term “BUYER” means Hanford Tank Waste Operations & Closure, LLC (H2C).

Commercial Item. The term Commercial Item or “item” shall mean any item or service including minor modifications thereto which is customarily used for non-governmental purposes and have been or will be sold, leased, or licensed to the general public.

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

Head of the Procurement Activity. The term “Head of the Procurement Activity” means the individual who has the overall responsibility for the operations of the H2C Procurement Office.

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

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

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

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



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ARTICLE 1.0 ORDER OF PRECEDENCE

In the event of a discrepancy among any of the Subcontract terms, conditions, clauses, provisions, including the Authorized Procurement Representative's written direction and instructions, and other documents (collectively, the 'Subcontract'), the following order of precedence shall govern resolution:

- (i) Amendments (e.g. Modifications) ;
- (ii) Contract Agreement (i.e. Subcontract, Purchase Orders, and Release or Task Orders);
- (iii) (iii) Special Provisions;
- (iv) On-Site Work Provisions;
- (v) Construction Provisions;
- (vi) Supplemental Provisions;
- (vii) General Provisions;
- (viii) Statement of Work ('SOW');
- (ix) Technical Specifications; and
- (x) Drawings.

Nothing recited above shall be construed as superseding or deleting any Applicable Law (as defined in Article 12.0). In the event of a conflict between these terms and Applicable Law, the Applicable Law shall govern. All remaining terms unaffected by said conflict continue in force.

All correspondence, questions, and items concerning interpretation or clarification of subcontracts shall be submitted in writing to the Authorized Procurement Representative.

Subject to the provisions of the "Changes" clause contained herein, all determinations, instructions, and clarifications provided by the Authorized Procurement Representative shall be final and conclusive unless the SUBCONTRACTOR believes such determinations, instructions or clarifications result in a conflict within the Subcontract and/or attachments, in which case the SUBCONTRACTOR shall identify such perceived conflict to the Authorized Procurement Representative prior to proceeding under the terms of the Disputes clauses.

ARTICLE 2.0 SUBCONTRACT COMPLIANCE

By signing this Subcontract or starting performance, the SUBCONTRACTOR agrees to comply with the terms and conditions, specifications and other documents that this agreement incorporates by reference or attachment. These terms, and the specifications, drawings and documents referred to herein constitute the entire agreement between the parties. Only the BUYER's authorized procurement representative as specified in this agreement has the authority to enter into, administer, and/or terminate this agreement and make related determinations and findings.

ARTICLE 3.0 WAIVER

The BUYER's failure to insist on performance of any term, condition, or instruction, or to exercise any right or privilege included in this Subcontract, or its waiver of any breach, shall not thereafter waive any such term, condition, instruction, and/or any right or privilege. No asserted waiver of any right or benefit by the BUYER shall be valid unless such waiver is in writing, signed by the BUYER's authorized procurement representative, supported by consideration and specifies the extent and nature of the rights or benefits being waived. In the event any Provision, or any part or portion of any Provision of this Subcontract should be found to be invalid, void or otherwise unenforceable, such finding shall not affect the remaining part or portions of that provision, or any other provision.



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ARTICLE 4.0 WARRANTY

The SUBCONTRACTOR warrants that all items and services conform to Subcontract specifications, drawings, and other descriptions and will be of merchantable quality, fit and sufficient for the purposes for which they are intended as evidenced in the Subcontract. This Warranty shall begin upon the BUYER's acceptance and extend for a period of (1) the manufacturer's warranty or one year, whichever is longer, if the SUBCONTRACTOR is not the manufacturer and has not modified the item or (2) one year or the manufacturer's warranty period, whichever is longer, if the SUBCONTRACTOR is the manufacturer of the item or has modified it. If any nonconformity is discovered within that time, the SUBCONTRACTOR shall promptly repair or replace such items or re-perform services. Transportation of replacement items, return of nonconforming items and repeat performance of services shall be at the SUBCONTRACTOR's expense. If repair, replacement or re-performance of services is not timely, the BUYER may elect to return the nonconforming items, repair, replace and/or re-procure the item or service at the SUBCONTRACTOR's expense. This warranty shall restart upon the BUYER's acceptance of the repair, replacement or re-performance.

ARTICLE 5.0 INDEMNITY

The SUBCONTRACTOR agrees to assume the risk of and to release, defend, indemnify and hold harmless the BUYER, the Government, affiliated companies and their directors, officers, employees, agents and representatives, from and against any claim, demand, cause of action, loss, damage, liability, judgment, fine, penalty or other cost or expense (including attorney's fees and other defense costs) arising out of any (1) failure to comply with Applicable Law, (2) injury (including death) to any person, (3) damage to any property in any way connected with the performance of this Subcontract in accordance with the State of Washington Comparative Fault Statute (RCW 4.22), or (4) any act or omission of the SUBCONTRACTOR, or its lower-tier contractors, which is willful misconduct, the absence of good faith, discrimination, retaliation, or in violation of any Applicable Law involving fraud, conflict of interest, bribery or gratuities. The SUBCONTRACTOR agrees to indemnify, hold harmless and defend the BUYER and the Government from and against all laborers', materialman's, mechanics', or other liens arising from the performance of the SUBCONTRACTOR's obligations under this Subcontract and shall keep the premises of the BUYER and the Government free from all such claims, liens, and encumbrances.

To the extent that the SUBCONTRACTOR, SUBCONTRACTOR's employees or lower-tier Subcontractors are covered by the Washington Industrial Insurance Act (RCW Title 51 including any amending, substitute or replacement statutes) or any other industrial insurance, worker's compensation or similar act (Acts), SUBCONTRACTOR specifically waives any and all immunity provided by these Acts.

SUBCONTRACTOR's obligations under this Article 5.0 shall survive the completion or earlier termination of this Subcontract and the execution of any final settlement and release associated with either.

ARTICLE 6.0 NUCLEAR SAFETY AND INDEMNITY

Subject to the second paragraph of this Article 6.0, the provisions of 48 CFR 952.250-70, *Nuclear Hazards Indemnity Agreement (Jun 1996)*, are incorporated by reference into these terms and conditions for the delivery of any product or service which has nuclear safety implications. The SUBCONTRACTOR shall flow down these provisions to all lower-tier Subcontractors unless expressly waived in writing by the BUYER's authorized procurement representative.

The SUBCONTRACTOR will be indemnified by the U.S. Department of Energy (DOE) against (i) claims for public liability, and (ii) legal costs arising from any nuclear incident under the provisions of 48 CFR 952.250-70.



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However, the SUBCONTRACTOR and its lower-tier Subcontractors and suppliers that are indemnified are subject to civil penalties under provisions of the Atomic Energy Act of 1954, as amended, for violations of DOE nuclear safety, quality, worker radiation protection, and related rules, regulations, and orders. In addition, directors, officers, and employees of the SUBCONTRACTOR and its lower-tier Subcontractors that are indemnified are subject to criminal penalties for knowing and willful violations.

ARTICLE 7.0 ASSIGNMENT

The SUBCONTRACTOR shall not assign any of the duties or rights or any claim arising out of or related to this Subcontract, whether arising in tort, Subcontract or otherwise, without the written consent of the BUYER's authorized procurement representative. Any unauthorized assignment is void and unenforceable. These conditions and the entire Subcontract are binding on the heirs, successors, and assigns of the SUBCONTRACTOR.

The BUYER's authorized procurement representative may assign this Subcontract, in whole or in part to the Government or to such party as the Government may designate to perform the BUYER's obligations hereunder. Upon receipt by the SUBCONTRACTOR of written notice that the Government or a party so designated by the Government or the BUYER has accepted an assignment of this Subcontract, the BUYER shall be relieved of all responsibility hereunder and the SUBCONTRACTOR shall thereafter look solely to such assignee for performance of the BUYER's obligations.

ARTICLE 8.0 CHANGES

Changes in the terms and conditions of this Subcontract may be made only by written agreement of the parties. The SUBCONTRACTOR shall not suspend performance of this Subcontract during the review and negotiation of any change, except as may be directed by the BUYER's authorized procurement representative. The SUBCONTRACTOR shall not perform changes to this Subcontract until the BUYER's authorized procurement representative has provided written direction.

ARTICLE 9.0 SUSPENSION OF WORK

The authorized procurement representative may order the SUBCONTRACTOR, in writing, to suspend, delay, or interrupt all or any part of the Work of this Subcontract for the period of time that the BUYER's authorized procurement representative determines appropriate for the convenience of the BUYER. The notice of suspension shall specify the date of suspension and the estimated duration of the suspension. Such suspensions under this Subcontract shall not exceed one hundred eighty (180) consecutive calendar days each or, in aggregate more than two hundred seventy (270) calendar days.

Upon receiving any such notice of suspension, the SUBCONTRACTOR shall promptly suspend further performance of the Work to the extent specified, and during the period of such suspension shall properly care for and protect all Work in progress and materials, supplies and equipment that the SUBCONTRACTOR has on hand for performance of the Work. Upon the request of the BUYER's authorized procurement representative, the SUBCONTRACTOR shall promptly deliver to the BUYER's authorized procurement representative copies of outstanding Subcontracts of the SUBCONTRACTOR, and shall take such action relative to such Subcontracts as may be directed by the BUYER's authorized procurement representative. The SUBCONTRACTOR shall use its best efforts to utilize its material, labor, and equipment in such a manner as to mitigate costs associated with the suspension.

The BUYER may at any time withdraw the suspension of Work as to all or part of the suspended Work by



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written notice to the SUBCONTRACTOR specifying the effective date and scope of withdrawal, and the SUBCONTRACTOR shall resume diligent performance of the Work for which the suspension is withdrawn on the specified effective date of withdrawal.

If the performance of all or any part of the Work exceeds the suspension days specified in this provision, an adjustment shall be made for any increase in the cost of performance of this Subcontract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the Subcontract shall be modified in writing accordingly. However, no adjustment shall be made under this provision for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the SUBCONTRACTOR, or for which an equitable adjustment is provided for or excluded under any other provision of this Subcontract. The SUBCONTRACTOR shall not be entitled to any profits or any damages because of such suspension or withdrawals of suspension.

A claim under this provision shall not be allowed for any costs incurred more than twenty (20) calendar days before the Subcontractor shall have notified the BUYER's authorized procurement representative in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Subcontract.

ARTICLE 10.0 TERMINATION FOR CONVENIENCE

The BUYER reserves the right to terminate this Subcontract, or any part hereof, for its sole convenience. In the event of such termination, the SUBCONTRACTOR shall immediately stop all Work hereunder and shall immediately cause any and all of its lower-tier Subcontractors to cease Work. Subject to the terms of this Subcontract, the SUBCONTRACTOR shall be paid a percentage of the Subcontract price reflecting the percentage of the Work performed prior to the notice of termination, plus reasonable charges the SUBCONTRACTOR can demonstrate to the satisfaction of the BUYER's authorized representative(s) using its standard record keeping system, have resulted from the termination. The SUBCONTRACTOR shall not be required to comply with the Federal Acquisition Regulations cost accounting standards or cost principles for this purpose. The SUBCONTRACTOR shall not be paid anticipatory profit or for any Work performed or costs incurred which reasonably could have been avoided.

ARTICLE 11.0 TERMINATION FOR CAUSE

The BUYER may terminate this Subcontract, or any part hereof, for cause in the event of any default by the SUBCONTRACTOR, or if the SUBCONTRACTOR fails to comply with any terms and conditions, or fails to provide the BUYER, upon request, with adequate assurances of future performance. In the event of termination for cause, the BUYER shall not be liable to the SUBCONTRACTOR for any amount for supplies or services not accepted, and the SUBCONTRACTOR shall be liable to the BUYER for any and all rights and remedies provided by law. If it is determined that the BUYER improperly terminated this Subcontract for default, such termination shall be deemed a termination for convenience.

ARTICLE 12.0 APPLICABLE LAW

The SUBCONTRACTOR shall comply with all applicable federal, state and local laws, regulations, ordinances, orders, rules and other requirements, and all permits, licenses and other authorizations (together, hereinafter, the "Applicable Law"). The SUBCONTRACTOR shall act as an independent entity and not as an agent or employee of the BUYER or the Government.



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ARTICLE 13.0 DISPUTES

In the event that the parties cannot, through negotiations, reach agreement on any issue arising out of the Subcontract, the issue will be considered a dispute and shall be resolved in accordance with the following:

If efforts at resolution through good faith discussions and/or negotiations fail to resolve the dispute, the parties agree that before taking any other action, they will consider the use of Alternate Dispute Resolution (ADR). In the event that non-binding ADR is agreed upon, the site of the proceedings shall be Richland, Washington, unless otherwise agreed upon in writing by the parties. The rules for ADR and the selection of the mediator or arbitrator shall be determined by mutual agreement of the parties. If agreed, the mediator or arbitrator shall allocate cost, except that there shall be no pre-decisional interest costs, each party shall bear its discretionary costs, and the parties will equally share the cost of the mediator or arbitrator.

In the event ADR fails or is not used, primary jurisdiction for the resolution of any claim arising under this Subcontract shall reside in the United States Federal District Court for the Eastern District of Washington. If the requirements for jurisdiction in the United States District Court are not met, the litigation shall be brought in a Court of competent jurisdiction in Benton County, Washington. This Subcontract shall be enforced and interpreted, irrespective of the place of performance, in accordance with the Federal Government Contract Law, as enunciated and applied by Federal judicial bodies, Boards of Contract Appeals, and quasi-judicial agencies of the Federal Government. To the extent that such law is not applicable to or, where applicable, not dispositive of an issue, the laws of the State of Washington shall be applied, without reference to its choice or conflicts of law provisions.

THE PARTIES, THEIR SUCCESSORS AND ASSIGNS, IN ORDER TO REDUCE THEIR RESPECTIVE COSTS, IN ANY LITIGATION, IRREVOCABLY AND UNCONDITIONALLY WAIVE ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT, WHETHER NOW EXISTING OR HEREINAFTER ARISING, REGARDLESS WHEN ARISING OR FILED, WHETHER IN CONTRACT, TORT, LAW, EQUITY OR OTHERWISE, OF ANY LITIGATION BETWEEN THE PARTIES WILL INSTEAD BE TRIED IN A COURT OF COMPETENT JURISDICTION BY A JUDGE SITTING WITHOUT A JURY.

Unless otherwise directed in writing by the BUYER's authorized procurement representative, the SUBCONTRACTOR shall proceed diligently with the performance of the Subcontract pending final resolution of the dispute.

ARTICLE 14.0 SUSPECT AND COUNTERFEIT ITEMS

Notwithstanding any other provisions of this Subcontract, the SUBCONTRACTOR warrants that all items provided by the SUBCONTRACTOR shall be genuine, new, and unused unless otherwise specified or approved in writing by the BUYER. The BUYER reserves the right to question and/or require the SUBCONTRACTOR to certify and/or furnish proof regarding the quality, authenticity, application, or fitness for use of the items supplied by the SUBCONTRACTOR under this Subcontract. The SUBCONTRACTOR shall establish and implement appropriate measures to prevent the procurement and incorporation of suspect and counterfeit parts into the deliverable for this Subcontract. In addition, the SUBCONTRACTOR shall report to the BUYER's authorized procurement representative the discovery of suspect and counterfeit items in sufficient detail to establish all circumstances relative to the occurrence.

Any items furnished as part of this Subcontract and which have been previously found by the BUYER, the Department of Energy, or the Department of Commerce to be counterfeit or which are listed by the Department



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of Commerce to be suspect will be deemed, without more proof, to be subject to the above requirement of further proof or certification. The BUYER also reserves the right to question the circumstances and make available a report of any such review to the Government. All costs associated with conducting inquiries into and reporting on, components determined to be counterfeit, shall be recovered by the BUYER from the SUBCONTRACTOR.

ARTICLE 15.0 TAXES

Unless the SUBCONTRACTOR is issued a direct pay permit by the BUYER, the SUBCONTRACTOR is required to collect the applicable Washington State sales or use tax and include this on each applicable invoice. Sales tax must be listed as a separate line item on the invoice as stated in 16.1D below. If the SUBCONTRACTOR is an out of state vendor with no nexus in the State of Washington, taxes will be paid by BUYER. SUBCONTRACTOR shall notify the Authorized Procurement Representative if they don't have a nexus in the State of Washington. All other Federal, State, county, municipal or other taxes must be included in the Subcontract amount and invoiced accordingly.

If as a result of this Subcontract, the SUBCONTRACTOR becomes eligible for Washington State Business and Occupation Tax Credit for Research and Development spending, the SUBCONTRACTOR shall take such tax credit and assign such tax credit to the BUYER. If the SUBCONTRACTOR applies for the Washington State Business and Occupation Tax Credit for Research and Development spending, the SUBCONTRACTOR shall notify the Authorized Procurement Representative. The SUBCONTRACTOR shall fully cooperate with the BUYER in any tax audits, tax assessment reviews, or tax challenges.

ARTICLE 16.0 HOLIDAY AND WORK SCHEDULES

Daily work schedules and facility operations are not uniform among Hanford Site Contractors. In addition, some organizations and facilities observe alternate Friday closures. Accordingly, before scheduling deliveries, the SUBCONTRACTOR shall make specific schedule arrangements for the delivery of materials with the BUYER's authorized procurement representative, Facility Manager, Delivery Warehouse Manager, or Building Manager. The BUYER will not be liable for the cost of any delays, demurrage, layover, extra travel days, or any additional costs which result from the SUBCONTRACTOR's failure to obtain a specific schedule in advance. Current Hanford Site Facility Closure days are New Year's Day, President's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day (and the following Friday), Christmas Eve and Christmas Day.

ARTICLE 17.0 INVOICING AND PAYMENT

This Article shall be applied to all Firm Fixed Price (FFP) invoices submitted to the BUYER. For Time and Materials (T&M)/Labor Hour (LH) contract types, the invoicing and payment provisions are addressed in the T&M/LH supplemental payment provisions incorporated into this Subcontract and shall be referenced accordingly in processing a SUBCONTRACTOR payment request under these contract types. Failure to comply may result in delayed payment or returned invoice.

17.1 General Invoice Requirements

- A. Invoice Submission Requirements: Original invoices and supporting documentation shall be submitted no more than once a calendar month to the BUYER's Accounts Payable organization at the address below:

HANFORD TANK WASTE OPERATIONS & CLOSURE (H2C)
Attn: Accounts Payable



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Mail Stop: H1-40

P.O. Box 850 Richland, WA 99352

Email electronic invoices to: H2CAPINVOICES@rl.gov

- B. **Invoice Payment Terms:** The SUBCONTRACTOR shall prepare all invoices in a form satisfactory to and approved by the BUYER's authorized procurement representative. Except to the extent expressly stated elsewhere in this Subcontract, the invoice is payable thirty (30) calendar days after receipt by the BUYER of a properly marked and submitted invoice. Discounts are expected for earlier payments and shall be specifically incorporated in the Subcontract. All unit pricing and payments made shall be in United States dollars only, in the forms of cash, check or electronic transfer as may be agreed upon. Remittance will be made only to the remittance address on file for the SUBCONTRACTOR. Invoices from third parties or with different remittance instructions or addresses will not be processed. Invoices may be submitted electronically, if in an acceptable format. All invoice requirements still apply to electronic invoices.
- C. **Invoice Certification.** Submittal of an invoice constitutes the SUBCONTRACTOR's certification that materials, work and/or services have been delivered as specified on the invoice in accordance with the Subcontract. This invoice certification additionally represents that all invoiced hours and materials are true, accurate and correctly represent the invoiced costs to accomplish this Work on the Subcontract. Falsely invoicing costs may result in civil or criminal penalties as a violation of the Federal False Claims Act (31 USC 37296).
- D. **Minimum Invoice Requirements:** The invoice shall comply with following requirements:
- Invoices must be submitted in a format that reconciles to the Subcontract's Compensation (Billing) Schedule.
 - Each Subcontract, Subcontract Release, or Purchase Order Number shall be invoiced separately.
 - The invoice must clearly & legibly identify the SUBCONTRACTOR's name and invoice number, as well as Subcontract, Subcontract Release, or Purchase Order Number.
 - Each invoice shall include the name and telephone number of the SUBCONTRACTOR's representative available to respond to invoice questions.
 - Remittance will be made only to the remittance address on file for the SUBCONTRACTOR. Invoices from third parties or with different remittance instructions or addresses will not be processed.
 - Questions or requests for exceptions shall be addressed to the BUYER's authorized procurement representative administering the Subcontract.
 - Cash discounts will apply from the date a correct, properly supported invoice is received by the BUYER, or the date the goods are received, whichever is later.



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- The SUBCONTRACTOR must indicate the quantity, unit description, and unit price for each item listed on an invoice.
- Invoices that include a total freight charge that is equal to or greater than one hundred dollars (\$100) must include a copy of the freight bill. If requested, the SUBCONTRACTOR must provide the weight, quantity, and shipping point. Subcontractor shall be reimbursed for reasonable freight charges as determined by the BUYER.
- If overtime is being invoiced, the BUYER's authorization is required to be included with the invoice submittal.
- Each invoice must include a separate line item for sales tax unless an exemption from sales tax is specifically cited in the body of the Subcontract or Purchase Order. Invoices that do not include a separate line item for sales tax will not be paid and will be returned to the Subcontractor/Vendor for correction.

17.2 Rejection of Invoices

Any invoice submitted, which fails to comply with the terms of this Subcontract, including the requirements of form and documentation, may be returned to the SUBCONTRACTOR. Any costs associated with the resubmission of a proper invoice shall not be reimbursed by the BUYER. Final payment shall not relieve the SUBCONTRACTOR of any obligation under this Subcontract.

17.3 Withholding Invoice Payments

The BUYER may, at its sole discretion, withhold payment due to, but not limited to, the following reasons:

- Substandard work or delays in the Work not corrected promptly.
- Evidence that a claim has been or will be filed against the SUBCONTRACTOR.
- Evidence that lower-tier Subcontractors have not been properly paid.
- Failure to provide accrual reports by the 16th of each month as specified in the Subcontract provisions.
- Evidence that SUBCONTRACTOR has violated any Federal or state Applicable Law involving fraud, conflict of interest, bribery, or gratuities.

17.4 Right to Offset

The BUYER, without waiver or limitation of any rights or remedies of the BUYER, shall be entitled from time to time to deduct from any amounts due or owing by the BUYER to the SUBCONTRACTOR in connection with this Subcontract (or any other Subcontract with the BUYER), any and all amounts owed by the SUBCONTRACTOR to the BUYER or the Government in connection with this Subcontract.

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17.5 Interest Payment

No interest is payable to the SUBCONTRACTOR for any claim it may have, except that specifically imposed by a court of competent jurisdiction on any judgment, and then only in accordance with the terms of the judgment.

17.6 Accruals

If the BUYER's authorized procurement representative requests accrual information, the SUBCONTRACTOR shall provide accruals monthly for the Subcontract's complete performance period to the BUYER's Accounts Payable organization. This shall be an estimate of the total billable cost from inception of the Subcontract through the current fiscal month end. The Fiscal Month Calendar can be accessed on the Hanford external web site. This information must be provided electronically between the 12th and the 16th of each month using the login information contained in the SUBCONTRACTOR's confirmation email when the SUBCONTRACTOR completed its initial vendor registration with the BUYER, Accruals are submitted through the Vendor Registration System at [Vendor Registration - Procurement and Materials Management](#). Click on the accruals tab at the top of the screen and enter the current cost for H2C from 2/24/25 for current fiscal month under the invoicing release reference number for the subcontract or release in the appropriate space. If you experience any technical difficulties, please contact us at H2C_Procurement@rl.gov. An alternative method is via email and must be submitted by the 16th of each month to the following address: AH2C@rl.gov.

SUBCONTRACTOR "Monthly Contract to Date Cost Estimate Form," can be obtained at the following link:

<https://www.hanford.gov/tocpmm/page.cfm/Forms>

Accrual data must be provided for each Subcontract or Subcontract release until all SUBCONTRACTOR invoices are received and Work is complete.

17.7 Final Payment

Upon completion of the Work, the SUBCONTRACTOR will notify the BUYER's authorized procurement representative, in writing that the Work is complete and that final payment is due. The final invoice shall be clearly marked "FINAL PAYMENT" and submitted for reimbursement after completion and acceptance of Work by the BUYER and compliance by the SUBCONTRACTOR with all terms of this Subcontract. The final invoice shall be supported by all requested certifications and releases needed to close out the Subcontract including, but not limited to, the "Subcontractor Release of Claims." If the Work has been completed in accordance with this Subcontract, final payment will be made in accordance with the terms of this Subcontract. Final Payment shall not relieve the SUBCONTRACTOR of any obligation under this Subcontract.

17.8 Allowability of Costs

Unless specifically authorized by the terms of this Subcontract or in writing by Buyer, the allowability of costs will be governed by FAR 31.2, Costs with Commercial Organizations, including FAR 31.205, Selected Costs. The Subcontractor shall be liable for any costs disallowed by Buyer or DOE or determined to be unallowable through any audit or evaluation in the full amount of the unallowable costs through back charge, offset or any other means available to the Buyer.



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NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SUBCONTRACT, FINAL PAYMENT SHALL NOT RELIEVE THE SUBCONTRACTOR OF ANY OBLIGATION UNDER THIS SUBCONTRACT OF A CONTINUING NATURE, TO INCLUDE, WITHOUT LIMITATION, SUBCONTRACTOR'S OBLIGATIONS UNDER ARTICLES 4.0, WARRANTY AND 5.0, INDEMNITY.

ARTICLE 18.0 PAYMENTS AND TITLE

The SUBCONTRACTOR warrants full and unrestricted title to the Government for all items purchased under this Subcontract free and clear of any and all liens, restrictions, reservations, security interests, and encumbrances. Excess items received that are of a nominal value shall be kept by the BUYER at no cost to the BUYER. All items received in excess of Subcontract requirements that are returned shall be returned at the SUBCONTRACTOR's expense.

The BUYER is entitled to offset and/or deduct any amount owed to the SUBCONTRACTOR under this Subcontract for any amounts owed the BUYER under this Subcontract or any other Subcontract with the BUYER.

ARTICLE 19.0 COMPANY CONFIDENTIAL AND PROPRIETARY INFORMATION

The BUYER possesses information of a confidential and proprietary nature about businesses, products, services, and processes of the BUYER and the Government. This information, which relates to designs, technical experience, classified information, software, processing systems, databases, financial and other data, intellectual property including trade secrets, customers and vendors, personnel records, research, development, inventions, construction plans, manufacturing, engineering, accounting, bid data, sales and marketing including Subcontract terms, and any information generated pursuant to Work performed in accordance with the Subcontract (collectively, Company Confidential Information), constitutes a commercial asset of considerable value to the BUYER and the Government. The SUBCONTRACTOR shall use such Company Confidential Information only for the purpose of performing Work in accordance with the Subcontract and not disclose such Company Confidential Information to any other person (including the media for purposes of publicity), partnership, venture, firm, government, or corporation without the express written direction of the BUYER's authorized procurement representative or the Government, as appropriate. The SUBCONTRACTOR further shall make all reasonable efforts to require its employees and any others, including lower-tier Subcontractors, to maintain such Company Confidential Information in the strictest confidence.

Company Confidential Information shall not include the following:

- Information that is acquired by the SUBCONTRACTOR from others who have no confidential commitment to the BUYER or the Government; or
- Information that is part of the public domain or becomes, without fault or participation of the SUBCONTRACTOR, part of the public domain, by publication or otherwise; or
- Information that is in the SUBCONTRACTOR's possession prior to the BUYER's or the Government's disclosure to it; or
- Information that is developed independently by the SUBCONTRACTOR; or

Additionally, while retaining its status as Company Confidential Information, SUBCONTRACTOR shall not be



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penalized as a result of its release of Company Confidential Information to the extent such is required to be publicly disclosed under operation of law, provided the SUBCONTRACTOR provides at least a five (5) working day notice to the BUYER's authorized procurement representative, as appropriate, before disclosure.

All drawings, specifications, prints, financial and other data, and any other written or electronically encoded materials (collectively, 'Documentation') furnished by the BUYER and the Government to the SUBCONTRACTOR shall remain the BUYER's property. In addition, all Documentation developed by the SUBCONTRACTOR in the performance of Work in accordance with the Subcontract shall become the BUYER's property. Upon completion of Work, the SUBCONTRACTOR shall either destroy or return such Documentation and any other Company Confidential Information reduced to tangible or electronic form, including copies thereof, to the BUYER's authorized procurement representative unless the BUYER's authorized procurement representative consents to otherwise.

Nothing contained in the Subcontract, or in any disclaimer made by the BUYER or the Government, shall be construed to grant the SUBCONTRACTOR any license or other rights in or to disclosed Company Confidential Information or any patent, trademark, or copyright that has been or may be issued unless expressly conveyed by written agreement exclusive of the Subcontract.

In the event that Work performed by the SUBCONTRACTOR in accordance with the Subcontract involves the collection or generation of data on persons or associations, the SUBCONTRACTOR shall maintain strict confidentiality of records in accordance with the Privacy Act of 1974 (5 U.S.C. 552a), provisions of the Fair Credit Reporting Act (15 U.S.C. 1681), and applicable federal and state agency regulations. Violations of these statutes may result in criminal penalties.

ARTICLE 20.0 SUSTAINABLE ACQUISITION PRODUCTS AND SERVICES

In the performance of this Subcontract, the SUBCONTRACTOR shall specify, furnish, and use sustainable acquisition products and services (i.e., products and services with a lesser or reduced effect on human health and the environment), to the maximum possible extent consistent with the Subcontract requirements and the intended end use of the products or services. Information on sustainable acquisition products and services is available at: <https://www.epa.gov/greenerproducts>. In addition, if the Subcontract award exceeds the simplified acquisition threshold and has \$100,000 of sustainable acquisitions, the SUBCONTRACTOR shall comply with DEAR 952.223-78, Sustainable Acquisition Program (Oct 2010), and when this Subcontract is for construction, alteration, or renovation of DOE facilities, DEAR 952.223-78 includes the AI I (Oct 2010).

ARTICLE 21.0 LIABILITY

Limited Waiver of Consequential Damages. In no event shall either Party be liable to the other Party for consequential, special, incidental, punitive or like damages; provided, however, that the foregoing shall be inapplicable, and SUBCONTRACTOR will be liable to BUYER for, consequential, special, incidental, punitive or like damages to the extent either (i) arising from a SUBCONTRACTOR willful misconduct, lack of good faith, discrimination, retaliation, or violation of any Applicable Law involving fraud, conflict of interest, bribery or gratuities or (ii) BUYER is assessed the costs of the same by the Government or a third party.

No Warranty of Information. BUYER may provide SUBCONTRACTOR with documentation and information for use by SUBCONTRACTOR in its performance. Unless expressly provided otherwise in this Subcontract, such information is (i) non-contractual, (ii) provided solely for information, and (iii) provided "as is" and without warranty, expressed or implied, including, without limitation, implied warranties that the same is current, accurate or complete. Hence, if SUBCONTRACTOR uses such documentation or information, it should review



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the same in detail; any use of the information or documentation is at SUBCONTRACTOR's own risk.

Risk of Loss. Risk of loss or damage to deliverables shall remain with SUBCONTRACTOR until delivery to BUYER. Title to deliverables shall pass to BUYER upon the first to occur of delivery to BUYER or payment for the same; provided, however, that the possession of title shall in no manner affect Seller's risk of loss responsibility herein.

Force Majeure. Neither Party shall be responsible for schedules delays resulting from a circumstance beyond such Party's control and absent its fault or negligence (a "Force Majeure Event"). Examples include (i) acts of God or of the public enemy, (ii) acts of the Government in either its sovereign or contractual capacity, (iii) fires, (iv) floods, (v) epidemics and pandemics, (vi) quarantine restrictions, (vii) strikes, (viii) freight embargoes, and (ix) unusually severe weather. In the event that a Force Majeure Event occurs, the declaring Party shall promptly notify the other Party in writing, providing the cause, steps taken to minimize the occurrence, and the estimated duration. The affected time to perform shall be extended for a period equitable under the circumstances. Any delivery delayed by Force Majeure over thirty (30) days will allow BUYER to cancel, without termination charges, except for work already performed.

Nonexclusive Remedies. The rights and remedies of BUYER set forth in this Subcontract are not exclusive and are in addition to any other rights and remedies available to it in law or in equity.

No Encumbrances. SUBCONTRACTOR agrees to deliver to BUYER the articles covered by this Subcontract free and clear of all liens, claims and encumbrances. Should any lien be filed against the property of BUYER or the Government, SUBCONTRACTOR shall, at its sole cost and expense, promptly discharge said lien by posting a bond or other security. SUBCONTRACTOR shall include this paragraph, in all of its subcontracts.

No Third-Party Rights. Except as expressly provided otherwise within this Subcontract, no Subcontract provision is intended to be for the benefit of any third party, nor shall it be construed in such manner.

Independent Contractor. SUBCONTRACTOR shall be an independent contractor with respect to its work. Neither SUBCONTRACTOR nor its subcontractors, nor their respective employees are BUYER's servants, employees, or agents.

ARTICLE 22.0 SUPPLEMENTAL TERMS & CONDITIONS

In as much as Government funds are being used to make payment against this Subcontract, the following Federal Acquisition Regulations (FAR) and Department of Energy Acquisition Regulation (DEAR) clauses are hereby incorporated by reference into this Subcontract and shall apply as applicable; provided, however, that:

- (a) terms used to reference the Contract shall be read as, and shall mean, this Subcontract;
- (b) "Contractor" and other terms used to reference the Contractor shall be read as, and shall mean, SUBCONTRACTOR;
- (c) "Subcontractor" and other terms used to reference subcontractors of the Contractor shall be read as, and shall mean, Sub-tier contractors to SUBCONTRACTOR;
- (d) "Subcontract" and other terms used to reference subcontracts placed by the Contractor shall be read as, and shall mean the agreements placed by SUBCONTRACTOR with its lower-tier subcontractors;



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“Government,” “DOE,” “Contracting Officer,” and other terms used to reference Contractor’s customer shall be read as, and shall mean, BUYER and/or, as appropriate, BUYER’s Procurement Representative designated in Clause A-9 below, provided, however, that unless otherwise agreed the terms cited in this subparagraph (e) shall retain their original meaning where the provision or clause (i) pertains to, addresses or governs rights and obligations in property (real, personal or intellectual) although BUYER shall possess all right to utilize the Government’s property rights in its administration of the SUBCONTRACT, (ii) is the Nuclear Hazard Indemnity Agreement and/or a right, act, authorization or obligation can be granted or performed only by the Government, or (iii) the intent of the provision is to provide benefit or protection to the Government.

The text of the FAR and DEAR clauses may be obtained from the BUYER’s authorized procurement representative upon request or by linking to the federal procurement regulations via the BUYER’s external web site or go to the link at: <https://www.acquisition.gov/>.

22.1 Federal Acquisition Regulation (48 CFR Chapter 1) Clauses and Department of Energy Acquisition Regulation (48 CFR Chapter 9) Clauses

The FAR and DEAR clauses below apply to this Subcontract.

A. Provisions of the Federal Acquisition Regulations (FAR) and the Department of Energy Acquisition Regulation (DEAR) Incorporated by Reference

Applicable to all orders:

1. FAR 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017).
2. FAR 52.204-9, Personal Identity Verification of Contractor Personnel (Jan 2011)
 - Applicable to Subcontracts where subcontract performance requires SUBCONTRACTOR to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system.
3. FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)
 - Subparagraph (d)(2) does not apply. If SUBCONTRACTOR meets the thresholds specified in paragraphs (d)(3) and (g)(2) of the clause, SUBCONTRACTOR shall report required executive compensation by posting the information to the Government's System for Award Management (SAM) database. All information posted will be available to the general public.
4. FAR 52.204-15, Service Contract Reporting Requirements for Indefinite Delivery Contracts (Oct 2016)
5. FAR 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (Jun 2016).
 - Applies unless SUBCONTRACTOR is furnishing commercially available off-the-shelf items.
6. FAR 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or

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Provided by Kaspersky Lab and Other Covered Entities (Jul 2018).

- SUBCONTRACTOR shall provide BUYER Procurement Representative copies of any reports provided under this clause which relate to the performance of this Contract.
7. FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020).
 - Reports required by this clause will be made to BUYER.
 8. FAR 52.204-27 Prohibition on a ByteDance Covered Application (Jun 2023).
 - Applies unless an exception is granted in accordance with OMB Memorandum M-23-13.
 9. FAR 52.209-10, Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)
 - Substitute "BUYER" for "Government" or "United States" throughout this clause.
 10. FAR 52.215-21, Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Jun 2020) – Alt. III (Oct 1997)
 - Substitute "BUYER Procurement Representative" for "Contracting Officer" in in paragraphs (a)(1) and (b) of this clause.
 11. FAR 52.219-9, Small Business Subcontracting Plan (Jun 2020) – Alt II (Nov 2016)
 12. FAR 52.222-3, Convict Labor (Jun 2003)
 13. FAR 52.222-26, Equal Opportunity (Sep 2016).
 - If SUBCONTRACTOR is an international contractor, this clause applies only if Work under the Subcontract will be performed in the United States or SUBCONTRACTOR is recruiting employees in the United States to Work on the Subcontract.
 14. FAR 52.222-50, Combating Trafficking in Persons (Oct 2020)
 - In paragraph (e), insert "and BUYER" after "Government."
 15. FAR 52.223-3, Hazardous Material Identification and Material Safety Data (Feb 2021) – Alt I (Jul 1995)
 - Applicable if the Subcontract will require the delivery of hazardous materials as defined in FAR 23.301.
 - Insert "and BUYER" after "Government" throughout this clause.
 16. FAR 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air

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Conditioners (Jun 2016)

- Applicable to Subcontracts that include the maintenance, service, repair, or disposal of (1) Refrigeration equipment, such as refrigerators, chillers, or freezers; or (2) Air conditioners, including air conditioning systems in motor vehicles.

17. FAR 52.223-15, Energy Efficiency in Energy-Consuming Products (Jun 2020)

- Applicable to Subcontracts when energy-consuming products listed in the ENERGY STAR® Program or FEMP will be-(a) Delivered;(b) Acquired by the SUBCONTRACTOR for use in performing services at a Federally-controlled facility; (c) Furnished by the SUBCONTRACTOR for use by the Government; or (d) Specified in the design of a building or work, or incorporated during its construction, renovation, or maintenance.

18. FAR 52.223-20, Aerosols (Jun 2016)

- Applicable to Subcontracts performed within the United States and its outlying areas for products that may contain high global warming potential hydrofluorocarbons as a propellant, or as a solvent; or that involve maintenance or repair of electronic or mechanical devices.

19. FAR 52.223-21, Foams (Jun 2016)

- Applicable to Subcontracts for (1) Products that may contain high global warming potential hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons as a foam blowing agent, such as building foam insulation or appliance foam insulation; or (2) Construction of buildings or facilities

20. FAR 52.224-1, Privacy Act Notification (Apr 1984)

- Applicable when the design, development, or operation of a system of records on individuals is required to accomplish an agency function.

21. FAR 52.224-2, Privacy Act (Apr 1984)

- Applicable when the design, development, or operation of a system of records on individuals is required to accomplish an agency function.

22. FAR 52.224-3, Privacy Training (Jan 2017).

- Applicable in Subcontracts when, SUBCONTRACTOR employees will (1) have access to a system of records; (2) create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or (3) design, develop, maintain, or operate a system of records.
- Insert "and BUYER" after "Contracting Officer", throughout the clause.



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23. FAR 52.225-1, Buy American – Supplies (Jan 2021)
 - Applicable as prescribed in FAR 25.1101(a)(1).
 - Substitute "BUYER Procurement Representative" for "Contracting Officer" the first time "Contracting Officer is mentioned in paragraph (c).
24. FAR 52.225-13, Restrictions on Certain Foreign Purchases (Feb 2021).
25. FAR 52.227-14, Rights in Data – General (May 2014) – Alt V (Dec 2007) (as modified by DEAR 927.409)
 - Applicable if it is contemplated that data will be produced, furnished, or acquired under the Subcontract, unless one of the exemptions at FAR 27.409(b)(1)(i) through (vii) applies.
26. FAR 52.227-16, Additional Data Requirements (Jun 1987)
27. FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013).
 - Applicable to all Subcontracts with small business concerns, including subcontracts with small business concerns for the acquisition of commercial products or commercial services.
28. FAR 52.240-1, Prohibition on Unmanned Aircraft Systems Manufactured or Assembled by American Security Drone Act-Covered Foreign Entities (Nov 2024).
29. FAR 52.245-1, Government Property (Sep 2021).
 - Applicable where Government property that exceeds the simplified acquisition threshold, as defined in FAR 2.101, is furnished or where the SUBCONTRACTOR is directed to acquire property for use under the contract that is titled in the Government.
30. FAR 52.245-9, Use and Charges (Apr 2012)
31. FAR 52.247-63, Preference for U.S.-Flag Air Carriers (June 2003)
32. FAR 52.247-68, Report of Shipment (REPSHIP) (Feb 2006)
 - Applicable when SUBCONTRACTOR is to ship supplies directly to the government.
33. DEAR 952.203-70, Whistleblower Protection for Contractor Employees (Dec 2000)
34. DEAR 952.204-2, Security (Aug 2016)
 - Applicable to all Subcontracts that require subcontractor employees to possess access authorizations and replaces FAR 52.204-2.
35. DEAR 952.204-70, Classification/Declassification (Sep 1997)



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- Applies if this Contract involves classified information.
36. DEAR 952.204-77, Computer Security (Aug 2006)
- Applies if SUBCONTRACTOR will have access to computers owned, leased or operated on behalf of the DOE.
37. DEAR 952.208-70, Printing (Apr 1984)
38. DEAR 952.217-70, Acquisition of Real Property (Mar 2011)
- Applies if SUBCONTRACTOR acquires or proposes to acquire use of real property by:
(1) Purchase, on the Government's behalf or in the SUBCONTRACTOR's own name, with title eventually vesting in the Government; (2) Lease for which the Department of Energy will reimburse, directly or indirectly, the incurred costs as a reimbursable contract cost; or
(3) Acquisition of temporary interest through easement, license or permit, and the Government, whether directly or indirectly, funds the entire cost of the temporary interest.
39. DEAR 952.223-72, Radiation Protection and Nuclear Criticality (Apr 1984)
40. DEAR 952.223-75, Preservation of Individual Occupational Radiation Exposure Records (Apr 1984)
41. DEAR 952.225-70, Subcontracting for Nuclear Hot Cell Services (Mar 1993)
- Applies to Subcontracts involving nuclear hot cell services however this clause does not flow down to second-tier subcontracts.
42. DEAR 952.225-71, Compliance with Export Control Laws and Regulations (Nov 2015)
43. DEAR 952.247-70, Foreign Travel (Jun 2010)
- Applies when foreign travel is necessary in performance of the Subcontract.
44. DEAR 952.250-70, Nuclear Hazards Indemnity Agreement (Aug 2016)
- Applies if this Subcontract involves the risk of public liability, as defined by the Atomic Energy Act and described in paragraph (d)(2).
 - This clause is not applicable if SELLER is subject to Nuclear Regulatory Commission (NRC) financial protection requirements or NRC agreements of indemnification.



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45. DEAR 970.5227-1, Rights in Data – Facilities (Dec 2000)

- Applies to Subcontracts, including subcontracts for related support services, involving the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with DOE.

Applicable to all orders over \$2,500:

46. FAR 52.222-41, Service Contract Act of 1965 (Aug 2018).

- Applies if this Subcontract is for services subject to the Service Contract Act.

47. FAR 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014)

- Applies if this Subcontract is for services subject to the Service Contract Act.

48. FAR 52.222-55, Minimum Wages Under Executive Order 13658 (Nov 2020)

- Applicable if this Subcontract is for services subject to the Service Contract Act and only where work is to be performed, in whole or in part, in the United States.
- “Contracting Officer” means BUYER Procurement Representative.

49. FAR 52.222.62, Paid Sick Leave Under Executive Order 13706 (Jan 2017)

50. FAR 52.223-18, Encouraging Contractors Policies to Ban Text Messaging While Driving (Aug 2011)

Applicable to all orders over \$10,000:

51. FAR 52.222-19, Child Labor – Cooperation with Authorities and Remedies (Jan 2020)

- Applicable to all Subcontracts for the acquisition of supplies

52. FAR 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

- If Subcontractor is an international contractor, this clause applies only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Subcontract.

53. FAR 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010).

- If Subcontractor is an international contractor, this clause applies only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Subcontract.



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Applicable to all orders over \$15,000:

54. FAR 52.222-36, Equal Opportunity for Workers With Disabilities (Jun 2020)
- Applies if this Subcontract is valued at or above \$15,000 on the date of this Subcontract.
 - If Subcontractor is an international contractor, this clause applies only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Subcontract.

Applicable to all orders over \$150,000:

55. FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions (Jun 2020).
56. FAR 52.203-17, Contractor Employee Whistleblower (Apr 2014)
57. FAR 52.222-35, Equal Opportunity for Veterans (Jun 2020).
- Applies if this Subcontract is valued at or above \$150,000 on the date of this Subcontract.
 - If Subcontractor is an international contractor, this clause applies only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Subcontract.
58. FAR 52.222-37, Employment Reports on Veterans (Jun 2020).
- Applies if this Subcontract is valued at or above \$150,000 on the date of this Subcontract.
 - If Subcontractor is an international contractor, this clause applies only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Subcontract.

Applicable to all orders over \$250,000:

59. FAR 52.203-3, Gratuities (Apr 1984)
60. FAR 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), Alternate I (Nov 2021)
61. FAR 52.219-8, Utilization of Small Business Concerns (Oct 2018).
- If Subcontractor is an international contractor, this clause applies only if Work under the Subcontract will be performed in the United States or Subcontractor is recruiting employees in the United States to Work on the Subcontract.
62. FAR 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - Price

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Adjustment (Multiple Year And Option Contracts) (Aug 2018)

- Applies when the Subcontract is (1) a fixed-price, time-and-materials, or labor-hour type service subcontract containing the clause at 52.222-41, Service Contract Labor Standards, and (2) is a multiple year contract or is a contract with options to renew which exceeds the simplified acquisition threshold.
63. FAR 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (May 2014)
- Applies when the Subcontract is (1) a fixed-price, time-and-materials, or labor-hour service contract containing the clause at 52.222-41, Service Contract Labor Standards, (2) exceeds the simplified acquisition threshold, and (3) is not a multiple year contract or is not a contract with options to renew. The clause may be used in contracts that do not exceed the simplified acquisition threshold.
64. FAR 52.227-1, Authorization and Consent (Jun 2020)
65. FAR 52.227-2, Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)
66. FAR 52.248-1, Value Engineering (Jun 2020)
67. DEAR 952.209-72, Organizational Conflicts of Interest (Aug 2009) – Alt. I (Feb 2011)
- Applies to Subcontracts involving the performance of advisory and assistance services as that term is defined at 48 CFR 2.101.
 - Insert “zero” in paragraph (b)(1)(i)

Applicable to all orders over \$800,000:

68. FAR 52.242-3, Penalties for Unallowable Costs (Sept 2021)
- Not applicable to fixed-price Subcontracts without cost incentives or any firm-fixed-price Subcontract for the purchase of commercial products or commercial services.

Applicable to all orders over \$5,500,000:

69. FAR 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020).
- Applicable if the performance period is 120-days or more.

B. Contract Provisions Incorporated in Full Text

H.9 DOE-H-2028 Labor Relations (Oct 2014) (Revised)

- (a) Reserved.
- (b) Reserved.
- (c) Reserved.



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- (d) Reserved.
- (e) The Contractor shall use its best efforts to ensure that collective bargaining agreements negotiated under this Contract contain provisions designed to assure no disruption in services during the performance of the Contract or specific Task Order. All such agreements entered into during the Contract Ordering Period/Task Order period of performance should, to the extent that the parties to those collective bargaining agreements agree, provide that grievances and disputes involving the interpretation or application of the agreement will be settled without resorting to strike, lockout or other disruption in services. For this purpose, each collective bargaining agreement should provide an effective grievance procedure with arbitration as its final step, unless the parties agree upon some other method of assuring no disruption in services. The Contractor shall include the substance of this subparagraph (e) in any subcontracts.
- (f) Reserved.
- (g) Reserved.
- (h) Reserved.
- (i) Reserved.
- (j) Reserved.

(End of Clause)

H.11 Workforce Restructuring (Revised)

- (a) The Contractor shall regularly analyze workforce requirements and will develop appropriate workforce restructuring strategies to ensure continued availability of the critical workforce knowledge, skills, and abilities necessary for performance under this Contract.
- (b) When the Contractor determines that a change in the workforce is necessary, the Contractor shall accomplish the workforce restructuring in a manner consistent with the DOE Hanford Site Workforce Restructuring Plan, as amended. The Contractor shall comply with notification/approval requirements and defined parameters for applicable workforce restructuring scenarios as follows: 1) Self-Select Voluntary Separation Programs, requires DOE notification only; 2) Involuntary Separations of up to and including 100 employees within a rolling 12-month period where there is no impact to Hanford Site Wide bump-and- roll for union represented employees, require DOE notification only; 3) Involuntary Separations of up to, and including 100 employees within a rolling 12-month period where there is Hanford Site Wide bump-and-roll impacts for union represented employees, requires Contracting Officer approval; and 4) Involuntary Separations of more than 100 employees within a rolling 12-month period require Contracting Officer approval.

Parameters for each scenario are as follows:

- (1) **Self-Select Voluntary Separation Program (SSVSP):** When the Contractor determines that a SSVSP will be offered, the Contractor is only required to provide written notification to the Contracting Officer and provide the following information: a) submit a business case 15 business days in advance of notification date to employees or public that includes maximum number of voluntary separations (list the anticipated number and types of positions that will



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be reduced by the Common Occupational Classification System [COCS]), maximum dollars (include severance and displaced worked medical benefit costs), reason(s) separations are needed, including how conducting a SSVSP will better position the contractor to conduct the mission work; copies of the self-select application and any employee waivers or releases of claims, and a communication plan; b) statement that no enhanced benefits (severance or pension) will be offered; and c) statement that the Contractor will not backfill or re-employ SSVSP employees for a one- year period after severance is paid.

There is no backfilling where a separating employee is replaced by an internal candidate so long as:

- (i) The separating employee is leaving voluntarily;
- (ii) The internal replacement is a regular, permanent employee on the contractor's payroll, not a temporary hire, staff augmentee, or someone serving under a postdoctoral program, etc.;
- (iii) The replacement results in a net reduction in headcount and costs of regular employees; and
- (iv) The replacement is accomplished in an otherwise legally compliant manner, including no unlawful intent to discriminate based upon age.

If an individual who volunteered and was approved for the SSVSP is hired or rehired prior to the one-year period, the employee may be required to pay back, to the contractor who provided the severance payment, all or a pro-rata amount of the severance received under the Self-Select Voluntary Separation Program.

- (2) **Involuntary Separations, union represented and non-union represented employees, up to and including 100 within a rolling 12-month period where there is no impact to Hanford Site Wide bump-and-roll for union represented employees.** For reductions that include the union represented workforce, if a Contractor has a need to involuntarily reduce their workforce and it is the only contractor that has employees who occupy the union represented impacted job classification(s) being reduced; or the Contractor has all of the lowest seniority employees (union represented) that will be impacted, DOE approval is not required. However, the Contractor is required to provide notification to the CO and provide the following: a) submit a business case 15 business days in advance of notification date to employees that includes maximum number of involuntary separations (breakout by estimated union represented and non-union represented positions by COCS), maximum dollars (includes severance and displaced worker medical benefit costs), reason(s) separations are needed, including how an involuntary separation will better position the Contractor to conduct the mission work; b) statement that no enhanced benefits (severance or pension) will be offered; c) provide a redacted



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copy of the most current site-wide seniority roster, if applicable; d) any employee waivers or releases of claims waivers, if applicable; and e) provide a communication plan.

- (3) **Involuntary Separations, union represented and non-union represented, up to and including 100 employees within a rolling 12-month period where there is a Hanford Site Wide bump-and-roll impact for union represented positions, requires Contracting Officer approval.** When this scenario is selected, the Contractor shall formally request Contracting Officer approval and provide the following information in their request 15 business days in advance of notification to employees or the public: a) a business case on why separations are needed and how conducting involuntary separations will better position the contractor to conduct mission work, include maximum number of involuntary separations (breakout by union represented and non-union represented positions by COCS), maximum dollars to conduct separations (severance and displaced worker medical benefit costs), statement that no enhanced benefits (severance or pension) will be offered; b) estimated impacts to other Hanford contractors by COCS related to Hanford Site Wide bump-and-roll; c) copies of the rating and ranking process; and d) a communication plan.
- (4) **Involuntary Separations (100 or more employees within a rolling 12-month period).** The Contractor must prepare and submit to the Contracting Officer for approval a specific workforce-restructuring plan (Specific Plan), as described below in the next paragraph if the Contractor intends to reduce its workforce by 100 or more employees through an involuntary separation action within a rolling 12-month period. The Contractor's Specific Plan shall lay out how the Contractor will conduct its workforce restructuring action in a manner that meets DOE policy. The Contractor's Specific Plan for reducing 100 or more employees through an involuntary separation action shall be submitted to the Contracting Officer for approval at least 60 days in advance of the first communication planned to be given to the employees and public.

The Contractor's Specific Plan shall provide detailed information regarding the Contractor's proposed workforce restructuring activities and set forth its business case for why the restructuring is required, e.g., the Contractor's need to realign the workforce to ensure an appropriate employee skill mix and/or budget concerns. The Contractor's Specific Plan should set forth the projected number of affected employees (breakout by estimated union represented and non-union represented positions by COCS), the criteria it will use to select employees for termination, and the projected cost of the separation benefits, including severance and Displaced Worker Medical Benefit costs. The Contractor will also provide a communication plan.

The template for contractor Involuntary Separation Plan, as well as the General Release and Waiver Forms, are available online at:
<https://www.energy.gov/gc/office-assistant-general-counsel-contractor-human-resources>



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- (c) The Contractor shall provide information and reports as required by DOE related to workforce restructuring activities and to enable compliance with Section 3161 of the National Defense Authorization Act (NDAA) for Fiscal Year 1993 and any other DOE guidance pertaining to employees who may be eligible for provisions of the Act. The Contractor shall extend displaced employee hiring preference in accordance with the NDAA and with the Section H Clause entitled, *Workforce Transition and Employee Hiring Preferences Including through Period of Performance*; and Section I, DEAR 952.226-74, Displaced Employee Hiring Preference.
- (d) Pay-in-lieu of notice beyond two work-weeks requires written advance Contracting Officer approval. The Contractor shall submit the request to the Contracting Officer as part of the Workforce Restructuring notification or request for approval for all workforce reductions (voluntary and involuntary). The request shall include the number of days of pay-in-lieu of notice above two work-weeks, a detailed business justification, and the associated costs.
- (e) The Contractor is encouraged to consider the use of employee waivers and releases. DOE has developed a model waiver and release of claims. The forms are available online at the website set forth in (b) 4 above. Any deviation from the models must be approved by the Contracting Officer.
- (f) The Contracting Officer will review and approve any Specific Involuntary Separation Plan action within 15 business days after submission of a complete package by the Contractor unless the Contractor is notified of issues necessitating an extension of time. Should DOE request additional information from the Contractor regarding the Specific Plan, the Contractor will respond to such request within 3 business days.
- (g) The Contractor must perform an adverse impact analysis (also known as a diversity analysis) as part of its determination to undertake involuntary separation action(s). A copy of the diversity analysis for involuntary separation action(s) affecting 100 or more non-represented contractor employees within a rolling 12-month period shall be submitted to the DOE site counsel, prior to notification of employees selected for involuntary separation.
- (h) If requested by the Contractor, the Contracting Officer will ask for site counsel review of the diversity analysis affecting the reduction of 100 or more employees through an involuntary separation action within 5 business days after submission.
- (i) The Contractor is responsible and accountable for conducting and defending all voluntary and involuntary separation actions in compliance with applicable laws, regulations, and the contract terms and conditions.
- (j) Questions of cost allowability related to workforce reductions (voluntary or involuntary) will be resolved consistently with applicable laws and regulations and with the terms and conditions of this contract, including, but not limited to, Department of Energy Acquisition Regulation (DEAR) at 48 C.F.R. 952.231-71(f).
- (k) Contractor(s) must provide actual and projected workforce reductions on an annual basis, no later than March 15 of each year, as set forth in the iBenefits system

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(<https://ibenefits.energy.gov>), or its successor.

- (l) For furloughs, the Contractor must prepare and submit information as requested by the Contracting Officer for approval. Furlough requests must be submitted to the Contracting Officer 60 days in advance of the first communication planned to be given to employees and the public.
- (m) The requirements of this Clause shall apply to the prime contractor and other subcontractors that are considered critical to overall success of the contract. The Contracting Officer and the Contractor shall agree to the subcontractors that will be subject to the requirements of this Clause.

(End of Clause)

H.13 Worker's Compensation Insurance

Pursuant to the Revised Code of Washington (RCW) Title 51, the Washington Industrial Insurance Act (WIIA), DOE is a group self-insurer for purposes of workers' compensation coverage. The Hanford Workers' Compensation Program performs the administration functions for the State of Washington self-insurance requirements. Notwithstanding any other provision in this Contract, the coverage afforded by the workers' compensation statutes shall, for performance of work under this Contract at the Hanford Site, be subject to the following:

- (a) Under the terms of a Memorandum of Understanding with the Washington State Department of Labor and Industries (L&I), DOE has agreed to perform all functions required by self-insurers in the State of Washington.
- (b) The Contractor shall take such action, and only such action, as DOE requests in connection with any accident reports, including assistance in the investigation and disposition of any claims thereunder and, subject to the direction and control of DOE, the conduct of litigation in the Contractor's own name in connection therewith.
- (c) Under RCW Title 51.32.073, DOE is the self-insurer and is responsible for making quarterly payments to the L&I. In support of this arrangement, the Contractor shall be notified and will be responsible for withholding appropriate employee contributions and forwarding these contributions on a timely basis, plus the employer-matching amount to DOE.
- (d) The workers' compensation program shall operate in partnership with Contractor employee benefits, risk management, and environmental, safety, and health management programs. The Contractor shall cooperate with DOE for the management and administration of the DOE self-insurance program.
- (e) The Contractor shall be responsible for all predecessor Contractor claims that fall under DOE's self-insurance. The Contractor shall maintain and retain all claim data for information and reporting needs.
- (f) The Contractor shall certify as to the accuracy of the payroll record used by DOE in establishing the self-insurance claims reserves and cooperate with any state audit.

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- (g) The Contractor shall provide statutory workers' compensation coverage for staff members performing work under this Contract outside of the State of Washington and not otherwise covered by the State of Washington workers' compensation laws.
- (h) Time-loss compensation shall be paid to injured workers in accordance with RCW § 51.08.178 and other applicable requirements. Compensation paid to workers in excess of the amounts required by statute are unallowable costs under this Contract.
- (i) Workers' compensation loss income benefit payments, when supplemented by other programs (such as salary continuation), are to be administered so that total benefit payments from all sources shall not exceed 100 percent of the employee's net pay.
- (j) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, payroll records as required by Washington State Workers' Compensation laws.
- (k) Upon request, the Contractor shall submit to DOE, or other party as designated by DOE, the accident reports required by RCW § 51.28.010, Notice and Report of Accident—Application for Compensation, Notice of accident—Notification of worker's right—Claim suppression, or any other documentation requested by DOE pursuant to the WIIA.
- (l) The Contractor shall ensure that all employees receive training and have a clear understanding of the workers' compensation process.
- (m) The Contractor shall develop and maintain a web site with Workers' Compensation information and ensure that the web site is made available to employees within 45 days of the close of transition.
- (n) The Contractor shall provide additional training to employees on the workers' compensation process when a claim is filed. This training shall include, but is not limited to, information regarding company contacts, approvals needed for appointments, time off, documentation requirements, etc.
- (o) The Contractor shall submit ad hoc reports and other information, as required by DOE.
- (p) The Contractor shall provide briefings to DOE, as requested.
- (q) For purposes of workers' compensation, all entities included in the Contractor team arrangement, as defined below, shall be covered by DOE's self-insurance certificate under L&I for workers' compensation:
 - (1) Contractor team arrangement means an arrangement in which –
 - (i) Two or more companies form a partnership or joint venture to act as a potential prime Contractor; or
 - (ii) A potential prime Contractor agrees with one or more other companies to have them act as its subcontractors under a specified Government contract or acquisition program.

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(2) Any changes to the Contractor team arrangement for purposes of workers' compensation coverage shall be subject to prior approval of the CO.

(r) Subcontractors not meeting the Contractor teaming arrangement definition performing work under this Contract on behalf of the Contractor are not covered by the provisions of the Memorandum of Understanding referenced above. The Contractor shall require that any subcontractors not covered by provisions of the Memorandum of Understanding meet the statutory workers' compensation coverage requirements.

(End of Clause)

H.18 DOE-H-2024 Earned Value Management System (Mar 2019) (Revised)

Definitions. As used in this clause: "Acceptable Earned Value Management System" means an EVMS that complies with system criteria set forth in paragraph (a) this clause.

"Contract Funds Status Report" (CFSR) includes data to support forecasting, planning and decision making. DOE's CFSR Data Item Description (DID) is to be used for the CFSR

"Earned Value Management System" (EVMS) means an integrated set of policies, procedures and practices to objectively track performance on a project or program.

"Integrated Master Plan" (IMP) means an event-based plan consisting of a hierarchy of program events, each supported by specific accomplishments, and each accomplishment associated with specific criteria to be satisfied for its completion.

"Integrated Master Schedule" (IMS) means a networked, multi-layered list of tasks required to complete the work captured in a related IMP. The IMS should include all IMP events and accomplishments and support each accomplishment closure criteria. The IMS should contain a critical path and be resource-loaded with labor, material and equipment costs to include unit prices and quantities.

"Integrated Performance Management Report" (IPMR) includes data submitted monthly by the contractor from its EVMS. DOE's IPMR DID is to be used for the IPMR.

"Over Target Baseline" (OTB) means an overrun to the Contract Budget Base (CBB), which is formally incorporated into the Performance Measurement Baseline (PMB) for management purposes.

"Over Target Schedule" (OTS) means the condition in which a baseline schedule is time-phased beyond the contract completion date.

"Significant deficiency" means a shortcoming in the system that materially affects the ability of DOE officials to rely upon information produced by the EVMS for management purposes.

"Work Breakdown Structure" means a product-oriented hierarchy of tasks to be performed by the project team in support of project objectives.



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- (a) System criteria. In performing this contract, the Contractor shall establish, maintain, and use-
 - (1) Integrated performance management system. Central to this system shall be an EVMS that that complies with the Electronic Industries Alliance Standard 748 (EIA-748, current version at time of award), including a System Description. The EVMS shall be linked to and supported by the contractor's various management systems, including work definition, planning and scheduling, work authorization and budgeting, performance measurement and analysis, change management, materials and subcontract management, cost estimating, accounting, and risk management.
 - (2) Management procedures. The contractor shall have procedures that enable timely, reliable, and verifiable information.
 - (i) Pursuant to the IPMR and IMS data items under this contract, the contractor shall maintain an IPMR and IMS that logically networks all project activities, reflecting the National Defense Industrial Association (NDIA) *Planning & Scheduling Excellence Guide* and the GAO *Schedule Assessment Guide*.
 - (ii) As required by the CFSR data item under this contract, the contractor shall develop and submit a CFSR, and must reconcile the CFSR with the IPMR on a quarterly basis.
 - (iii) All reporting must correspond to the applicable WBS elements, and shall be submitted timely and accurately and be current as of the close of the previous month's accounting period. (Note: The contractor should not establish a separate or unique internal performance management system solely for the purposes of the contract.)
 - (iv) IPMR and CFSR data shall be submitted by the Contractor by uploading the data into Project Assessment and Reporting System (PARS) in accordance with the "Contractor Project Performance Upload Requirements" document maintained by the DOE Office of Project Management.
- (b) EVMS certification.
 - (1) For contracts supporting projects valued at \$100M or more, the contractor's EVMS must be formally certified by the cognizant Federal agency as compliant with the EIA- 748 guidelines (current version at the time of award). Pursuant to DOE Order 413.3B, the DOE Office of Project Management is DOE's EVMS certifying authority. If, at the time of award, the contractor's EVMS has not been determined to be in compliance with the EIA-748 guidelines, the contractor shall apply its



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current system to the contract and shall take necessary actions to meet the milestones in its EVMS plan.

- (2) For contracts supporting projects valued at less than \$100M but greater than \$50M, the contractor's EVMS must be compliant with EIA-748; however, external certification is not required. The use of the contractor's EVMS for this contract does not imply a Government determination of EIA-748 compliance for application to future contracts.
- (c) Changes to the EVMS. The Contractor shall submit notification of all proposed changes to the EVMS procedures and the impact of those changes to the Contracting Officer. If the contractor has one or more contracts in support of DOE capital asset projects that are valued at \$100M or more, unless a waiver is granted by DOE, any EVMS changes proposed by the contractor require approval of DOE prior to implementation. DOE will advise the contractor of the acceptability of such changes as soon as practicable (generally within 30 calendar days) after receipt of the contractor's notice of proposed changes. If DOE waives the advance approval requirements, the Contractor shall disclose EVMS changes to DOE at least 14 calendar days prior to the effective date of implementation.
- (d) Integrated baseline reviews. The Contractor shall deliver a task baseline with each Task Order proposal. The task baseline shall represent the cost, schedule, and entire scope over the period of performance of the associated task. DOE will conduct an Integrated Baseline Review (IBR) for Task Orders not later than 60 calendar days after the award of the Task Order. DOE and the contractor will use the IBR process described in the NDIA IBR Guide (or current version). During IBRs, the project baseline will be jointly scrutinized by the Government and the contractor to ensure complete coverage of the statement of work, logical scheduling of the work activities, adequate resourcing, and identification of inherent risks.
- (e) Access to records. The Contractor shall provide access to all pertinent records and data requested by the Contracting Officer or duly authorized representative to permit surveillance to ensure that the EVMS continues to comply with the criteria referenced in paragraph (a) of this clause.
- (f) Restructuring actions. In the event that the contractor concludes the performance baseline no longer represents a realistic plan, the contractor may determine that an over-target schedule or over-target baseline restructuring action is necessary. The contractor shall obtain approval of the Contracting Officer prior to implementing such restructuring actions. The request should also include detailed implementation procedures as well as a timeframe in accordance with the System Description. DOE will acknowledge receipt of the request in a timely manner (generally within 30 calendar days).
- (g) Significant deficiencies.
 - (1) The Contracting Officer will provide a determination to the contractor, in



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writing, on any significant EVMS deficiencies. The determination will describe the deficiency in sufficient detail to allow the contractor to understand the deficiency.

- (2) The contractor shall respond within 30 working days to a written determination from the Contracting Officer that identifies significant deficiencies in the contractor's EVMS. If the contractor disagrees with the determination, the contractor shall state, in writing, its rationale for disagreeing. In the event the contractor does not respond in writing to the determination within the response time, this shall indicate that the Contractor agrees with the determination.
- (3) The Contracting Officer will evaluate the contractor's response or lack of response and notify the contractor, in writing, of the Contracting Officer's final determination concerning
 - (i) Remaining significant deficiencies;
 - (ii) The adequacy of any proposed or completed corrective action;
 - (iii) System noncompliance, when the contractor's existing EVMS fails to comply with the EVMS guidelines in EIA-748; and
 - (iv) System disapproval, if corrections to the contractor's EVMS are not successfully completed within the timeframe set forth by the Contracting Officer. When the Contracting Officer determines that the existing EVMS contains one or more significant deficiencies, the Contracting Officer will use discretion to disapprove the EVMS based on input received from the DOE Office of Project Management.
- (4) When the contractor receives the Contracting Officer's determination of significant deficiencies, the contractor shall, within 45 days of receipt of the final determination, either correct the significant deficiencies or submit an acceptable corrective action plan showing milestones and actions to eliminate the significant deficiencies.
- (h) Withholding payments. In the event that the contractor's EVMS is disapproved in accordance with subparagraph (g)(3)(iv), the Contracting Officer will withhold payments until which time the contractor has resolved all EVMS deficiencies.
- (i) Flowdown requirements. With the exception of paragraphs (g) and (h) of this clause, for contracts supporting projects requiring EVMS, the contractor shall flow down appropriate EVMS requirements to its subcontractors.
 - (1) The EVMS certification requirement applies to subcontractors meeting the criteria in paragraph (b) of this clause. In this event, the cognizant Federal agency, working through the prime contractor, will assess whether the subcontractor's system satisfies the EVMS guidelines



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contained in EIA-748.

- (2) The prime contractor is responsible for reviewing and assuring the validity of all subcontractor reports. Cost and schedule reporting requirements are not to be confused with EVMS certification, as described in paragraph (i)(1) above.

- (3) For subcontracts valued at \$100 million or more, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[Contracting Officer to insert names of subcontractors (or FFP subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

- (4) For subcontracts valued at less than \$100 million, the following subcontractors shall comply with the requirements of this clause, excluding those in paragraphs (g) and (h):

[Contracting Officer to insert names of subcontractors (or subcontracted effort if subcontractors have not been selected) designated for application of the EVMS requirements of this clause.]

- (j) Extending a previous contractor's certified EVMS. If a contractor plans to adopt the existing system from the previous contractor or DOE site, the contractor is responsible for the system and shall comply with the system requirements required in this clause. The existing system shall utilize the same DOE-approved processes and procedures as the previous system. The contractor shall:

- (1) Identify the corporate entity that owns the certified EVMS and provide the certification documentation;
- (2) Obtain prior approval from the Contracting Officer, who will be advised by the Office of Project Management, for proposed EVMS and surveillance changes;
- (3) Be responsible for full compliance with paragraph (a) of this clause; and
- (4) Be responsible for correcting any significant deficiencies previously identified to the previous contractor by the Contracting Officer in accordance with paragraph (g) of this clause. Within 45 days after receiving a copy of the previous contractor's final determination, the contractor shall either correct any significant deficiencies or submit an acceptable corrective action plan. The Contracting Officer, working jointly with the Office of Project Management, will provide a written final determination—to potentially include an implementation review—before extending the certification.

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(End of Clause)

H.25 DOE-H-2018 Privacy Act Systems of Records (Oct 2014) (Revised)

The Contractor shall adopt or recommend the amendment of the following systems of records on individuals to accomplish an agency function pursuant to the Section I clause FAR 52.224-2 entitled, Privacy Act.

Table H-1. System of Records

DOE Privacy Act System No.	DOE Privacy Act System Description
DOE-3	Employee Concerns Program Records
DOE-5	Personnel Records of Former Contractor Employees (Includes All Former Workers)
DOE-10	Energy Employees Occupational Illness Compensation Program Act Files
DOE-11	Emergency Operations Notification Call List
DOE-14	Report of Compensation
DOE-15	Intelligence-Related Access Authorization
DOE-18	Financial Accounting System
DOE-23	Property Accountability System
DOE-26	Official Travel Records
DOE-28	General Training Records
DOE-31	Firearms Qualification Records
DOE-33	Personnel Medical Records (Present and Former DOE Employees and Contractor Employees)
DOE-34	Employee Assistance Program (EAP) Records
DOE-35	Personnel Radiation Exposure Records
DOE-38	Occupational and Industrial Accident Records
DOE-41	Legal Files (Claims, Litigation, Criminal Violations, Patents, and Others)
DOE-43	Personnel Security Clearance Files
DOE-48	Security Education and/or Infraction Reports
DOE-51	Employee and Visitor Access Control Records
DOE-52	Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites
DOE-53	Access Authorization for ADP Equipment
DOE-63	Personal Identity Verification (PIV) Files

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DOE Privacy Act System No.	DOE Privacy Act System Description
DOE-88	Epidemiologic and Other Health Studies, Surveys, and Surveillances

If the above list does not address all of the systems of records that are generated based on contract performance, then the Contractor shall notify the CO as soon as the discrepancy is discovered. The Contractor shall monitor the identified systems and notify the CO immediately if there is a change to an existing system or if a new system is needed. Lack of notification does not exempt the Contractor from complying with the Privacy Act. To ensure that systems are monitored consistently, the Contractor must review the list annually and notify the CO, in writing, that the list is accurate and up to date.

The above list shall be revised by mutual agreement between the Contractor and the CO, in consultation with the local Privacy Act Officer and/or General Counsel, as necessary, to keep it current. A formal modification to the contract is not required to incorporate these revisions; however, the revisions become effective upon mutual written agreement of the parties. The mutually agreed-upon revisions shall have the same effect as if they were actually among the systems listed in the table above, for the purpose of satisfying the listing requirement contained in paragraph (a)(1) of the contract clause for FAR 52.224-2 entitled, Privacy Act. The revisions will be formally incorporated at the next convenient contract modification. Additional information on Privacy Act Systems of Records can be found on the DOE Privacy Office home page.

FAR 52.224-1 entitled, Privacy Act Notification, and FAR 52.224-2 entitled, Privacy Act, are mandatory flow-down clauses that must be included in any subcontract requiring design, development, or operation of a Privacy Act system of record, including third-party medical services contracts. Such subcontracts also require flow down of clauses specifically identifying applicable Privacy Act systems of records into the subcontracts. For example, medical services contracts must include the substance of this clause identifying system of record DOE-33, Personnel Medical Records, along with language on records turnover when employees terminate. Subcontracts must also contain scope requirements necessary to ensure DOE and contractor compliance with applicable records management and Privacy Act requirements.

(End of Clause)

H.26 DOE-H-2019 Disposition of Intellectual Property – Failure to Complete Contract Performance (Jul 2018)

The following provisions shall apply in the event the Contractor does not complete Contract performance for any reason:

- (a) The Government may take possession of and use all technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for of the completion of the

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work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause DEAR 970.5227-1 Rights in Data- Facilities. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.

- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

(End of Clause)

H.27 DOE-H-2021 Work Stoppage and Shutdown Authorization (Oct 2014) (Revised)

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, an activity that could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue, or an action that could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (e.g., directing the operator/implementer of the activity or process causing the imminent hazard to stop work, initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect DOE facilities and the environment. In the event an Imminent Health and Safety Hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action(s) should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the CO.

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- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the CO.
- (d) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute “Contractor Representatives” for “the CO” in all subcontracts.

(End of Clause)

H.31 DOE-H-2043 Assignment and Transfer of Prime Contracts and Subcontracts (Oct 2014)
(Revised)

- (a) Assignment and Transfer of other DOE Prime Contracts. During the period of performance (POP) of this Contract it may become necessary for the DOE to transfer and assign existing or future DOE prime contracts in whole or in part, supporting site work to this Contract. The Contractor shall accept the transfers and assignments of contracts. Transfer and assignment of prime contracts to the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.
- (b) Assignment and Transfer of this Prime Contract. During the POP of this Contract it may become necessary for the DOE to transfer and assign in whole or in part this Contract to another DOE contractor. The Contractor shall accept the transfers and assignment. Transfer and assignment, if any, will be for administration purposes, and once transferred, will become a subcontract to the assignee. Any recommendations and/or suggestions on individual transfers shall be submitted in writing to the CO prior to the transfer or assignment.
- (c) Transfer and Assignment of Subcontracts. The Contractor agrees to transfer and assign, or accept transfer and assignment of, existing subcontracts, including lower-tier subcontracts as determined necessary by DOE for continuity of operations. The transfer and assignment may be to or from another contractor or to or from DOE as a prime contractor. Transfer or assignment of subcontracts to or from the Contractor, if any, will be for administration purposes, and once transferred, will become subcontracts to the Contractor. The Contractor shall use its best efforts to negotiate changes to the assigned subcontracts, incorporating mandatory flow-down provisions at no cost. If the subcontractor refuses to accept the changes or requests price adjustments, the Contractor will notify the CO in writing. This Clause is required as a flow-down clause in all subcontracts.

(End of Clause)

H.35 DOE-H-2053 Worker Safety and Health Program in Accordance with 10 CFR 851



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- (a) The Contractor shall comply with all applicable safety and health requirements set forth in 10 CFR 851, Worker Safety and Health Program, and any applicable DOE Directives incorporated into the Contract. The Contractor shall develop, implement, and maintain a written Worker Safety and Health Program (WSHP) which shall describe the Contractor's method for complying with and implementing the applicable requirements of 10 CFR 851. The WSHP shall be submitted to and approved by DOE. The approved WSHP must be implemented prior to the start of work. In performance of the work, the Contractor shall provide a safe and healthful workplace and must comply with its approved WSHP and all applicable federal and state environment, health, and safety regulations.
- (b) The Contractor shall take all reasonable precautions to protect the environment, health, and safety of its employees, DOE personnel, and members of the public. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. The Contractor shall participate in all emergency response drills and exercises related to the Contractor's work, and interface with other DOE contractors.
- (c) The Contractor shall take all necessary and reasonable steps to minimize the impact of its work on DOE functions and employees, and immediately report all job-related injuries and/or illnesses which occur in any DOE facility to the Contracting Officer Representative (COR). Upon request, the Contractor shall provide to the COR a copy of occupational safety and health self-assessments and/or inspections of work sites for job hazards for work performed at DOE facilities.
- (d) The CO may notify the Contractor, in writing, of any noncompliance with the terms of this clause, and the corrective action(s) to be taken. After receipt of such notice, the Contractor shall immediately take such corrective action(s).
- (e) In the event that the Contractor fails to comply with the terms and conditions of this clause, the CO may, without prejudice to any other legal or contractual rights, issue a stop-work order halting all or any part of the work. Thereafter, the CO may, at his or her discretion, cancel the stop-work order so that the performance of work may be resumed. The Contractor shall not be entitled to an equitable adjustment of the contract amount or extension of the performance schedule due to any stop-work order issued under this clause.
- (f) The Contractor shall flow down the requirements of this clause to all subcontracts at any tier.
- (g) In the event of a conflict between the requirements of this clause and 10 CFR 851, the requirements of 10 CFR 851 shall take precedence.

(End of Clause)



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H.39 DOE-H-2063 Confidentiality of Information (Oct 2014) (Revised)

- (a) Performance of work under this Contract may result in the Contractor having access to Controlled Unclassified Information (CUI), including Official Use Only (OUO) information, via written or electronic documents, or by virtue of having access to DOE's electronic or other systems. Such CUI includes personally identifiable information (such as social security account numbers) or proprietary business, technical, or financial information belonging to the Government or other companies or organizations. The Contractor shall treat this information as confidential and agrees not to use this information for its own purposes, or to disclose the information to third parties, unless specifically authorized to do so in writing by the CO.
- (b) The restrictions set out in paragraph (a) above, however, do not apply to:
 - (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which, subsequent to receipt by the Contractor, becomes part of the public domain through no fault or action of the Contractor;
 - (3) Information which the Contractor can demonstrate was previously in its possession and was not acquired directly or indirectly as a result of access obtained by performing work under this contract;
 - (4) Information which the Contractor can demonstrate was received from a third party who did not require the Contractor to hold it in confidence; or
 - (5) Information which is subject to release under applicable law.
- (c) The Contractor shall obtain a written agreement from each of its employees who are granted access to, or furnished with, confidential information, whereby the employee agrees that he or she will not discuss, divulge, or disclose any such information to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract. The agreement shall be in a form satisfactory to the CO.
- (d) Upon request of the CO, the Contractor agrees to execute an agreement with any party which provides CUI to the Contractor pursuant to this contract, or whose facilities the Contractor is given access to that restrict use and disclosure of CUI obtained by the Contractor. A copy of the agreement, which shall include all material aspects of this clause, shall be provided to the CO for approval.
- (e) Upon request of the CO, the Contractor shall supply the Government with reports itemizing the confidential or proprietary information it receives under this contract and identify the source (company, companies or other organizations) of the information.
- (f) The Contractor agrees to flow down this clause to all subcontracts issued under this contract.

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(End of Clause)

H.40 DOE-H-2064 Use of Information Technology Equipment, Software, and Third Party Services - Alternate I (Oct 2014)

- (a) Acquisition of Information Technology. The Government may provide information technology equipment, existing computer software (as described in 48 CFR 27.405), and third party services for the Contractor's use in the performance of the contract; and the Contracting Officer may provide guidance to the Contractor regarding usage of such equipment, software, and third party services. The Contractor is not authorized to acquire (lease or purchase) information technology equipment, existing computer software, or third party services at the Government's direct expense without prior written approval of the Contracting Officer. Should the Contractor propose to acquire information technology equipment, existing computer software, or third party services, the Contractor shall provide to the Contracting Officer justification for the need, including a complete description of the equipment, software or third party service to be acquired, and a lease versus purchase analysis if appropriate.
- (b) The Contractor shall immediately provide written notice to the Contracting Officer's Representative when an employee of the Contractor no longer requires access to the Government information technology systems.
- (c) The Contractor shall not violate any software licensing agreement, or cause the Government to violate any licensing agreement.
- (d) The Contractor agrees that its employees will not use, copy, disclose, modify, or reverse engineer existing computer software provided to it by the Government except as permitted by the license agreement or any other terms and conditions under which the software is made available to the Contractor.
- (e) If at any time during the performance of this contract the Contractor has reason to believe that its utilization of Government furnished existing computer software may involve or result in a violation of the software licensing agreement, the Contractor shall promptly notify the Contracting Officer, in writing, of the pertinent facts and circumstances. Pending direction from the Contracting Officer, the Contractor shall continue performance of the work required under this contract without utilizing the software.
- (f) The Contractor agrees to include the requirements of this clause in all subcontracts at any tier.
- (g) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified in Section J, Attachment J-2, Requirement Sources and Implementing Documents, in implementing the requirements of this clause. The Contracting Officer, may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

(End of Clause)



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H.42 DOE-H-2069 Payments for Domestic Extended Personnel Assignments (Oct 2014) (Revised)

- (a) Definition. For purposes of this clause, “domestic extended personnel assignments” are defined as any assignment of contractor personnel to a domestic location different than (and more than 50 miles from) their permanent duty station for a period expected to exceed 30 consecutive calendar days.
- (b) For domestic extended personnel assignments, the Contractor shall be reimbursed the lesser of temporary relocation costs (Temporary Change of Station allowances as described in the Federal Travel Regulation at §302-3.400 - §302-3.429) or a reduced per diem (Extended Travel Duty) in accordance with the allowable cost provisions of the contract and the following:
 - (1) When a reduced per diem method (Extended Travel Duty) is utilized, the allowances are as follows:
 - (i) Lodging. For the first 60 days and last 30 days of the assignment, the Government will reimburse costs associated with lodging at the lesser of actual cost or 100% of the Federal per diem rate at the assignment location. The intervening days’ lodging will be reimbursed at the lesser of actual cost or 55% of Federal per diem.
 - (ii) Meals and Incidental Expenses. For the first 30 days and last 30 days of the assignment, the Government will reimburse costs associated with meals and incidental expenses (M&IE) at a rate not to exceed 100% of the Federal per diem rate at the assignment location. The intervening days M&IE will be reimbursed at a reduced rate, not to exceed 55% of Federal per diem.
 - (iii) Receipts are required to substantiate all lodging expenses and any other authorized expense greater than \$75.
 - (2) The Government will not reimburse any costs associated with per diem (except for en route travel) unless the contractor employee maintains a residence at the permanent duty station.
 - (3) The Government will not reimburse costs associated with salary premiums, per diem, lodging, or other subsidies for contractor employees on domestic extended personnel assignments after three (3) years (except for the reimbursements described above during the last 30 days of the assignment).
 - (4) If an assignment has breaks within a three-year period, the calculation of the total length of the assignment will be as follows: If the break between assignments is less than 12 months, the Government will consider the assignment continuous for purposes of the three-year clock. For instance, if a contractor employee completes a two-year assignment at location A and returns to his/her permanent duty station for 12 months, a subsequent new two-year assignment back to location A will restart the three-year clock. The assignments will be considered two separate two-year assignments. On the other hand, if in the previous example

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the employee's return to his/her permanent duty station was for six months, the Government would consider the second assignment to be a continuation of the first for purposes of the three-year rule.

- (5) The Government will not reimburse costs associated with salary premiums that exceed 10% of base salary.
- (6) The Contractor shall include the substance of this clause in all subcontracts in which travel will be reimbursed at cost.

(End of Clause)

H.44 DOE-H-2071 Department of Energy Directives (Oct 2014)

- (a) In performing work under this Subcontract, the SUBCONTRACTOR shall comply with the requirements of those Department of Energy (DOE) directives, or parts that the BUYER may direct SUBCONTRACTOR to comply with via specific reference in the Subcontract award or via modification.

(End of Clause)

H.45 DOE-H-2072 Use of Government Vehicles by Contractor Employees (Oct 2014)

- (a) The Government will provide Government-owned and/or Government-leased motor vehicles for the Contractor's use in performance of this contract in accordance with the clause FAR 52.245-1 entitled, Government Property and FAR 52.251-2 entitled, Interagency Fleet Management System Vehicles and Related Services.
- (b) The Contractor shall ensure that its employees use and operate Government-owned and/or Government-leased motor vehicles in a responsible and safe manner to include the following requirements:
 - (1) Use vehicles only for official purposes and solely in the performance of the Contract.
 - (2) Do not use vehicles for transportation between an employee's residence and place of employment, unless authorized by the CO.
 - (3) Comply with Federal, state and local laws and regulations for the operation of motor vehicles.
 - (4) Possess a valid state, District of Columbia, or commonwealth's operator license or permit for the type of vehicle to be operated.
 - (5) Operate vehicles in accordance with the operator's packet furnished with each vehicle.
 - (6) Use seat belts while operating or riding in a Government vehicle.

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- (7) Do not use tobacco products while operating or riding in a Government vehicle.
- (8) Do not provide transportation to strangers or hitchhikers
- (9) Do not engage in “text messaging” while operating a Government vehicle, which includes those activities defined in the clause FAR 52.223-18 entitled, Encouraging Contractor Policies to Ban Text Messaging While Driving.
- (10) In the event of an accident, provide information as may be required by state, county or municipal authorities and as directed by the CO.
- (c) The Contractor shall:
 - (1) Establish and enforce suitable penalties against employees who use, or authorize the use of, Government vehicles for unofficial purposes or for other than in the performance of the contract; and
 - (2) Pay any expenses or cost, without Government reimbursement, for using Government vehicles other than in the performance of the contract.
- (d) The Contractor shall insert this clause in all subcontracts in which Government-owned and/or Government-leased vehicles are to be provided for use by subcontractor employees.

(End of Clause)

H.48 DOE-H-2080 Agreement Regarding Workplace Substance Abuse Programs at DOE Sites (Apr 2018)

- (a) 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.
- (b) 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 fee; termination for default; and suspension or debarment.
- (c) Subcontracts.
 - (1) 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 part 707, unless the Contracting Officer agrees to a different date.
 - (2) The Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse

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program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The 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 part 707.

- (3) 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 part 707.

(End of Clause)

H.57 Laws, Regulations, and DOE Directives

- (a) In performing work under this Contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. Section J, Attachment J-2, List A, Applicable Federal, State and Local Regulations, may be appended to this Contract for information purposes. Omission of any applicable law or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.
- (b) In performing work under this Contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable Directives (List B) appended to this Contract, until such time as the Contracting Officer approves the substitution of an alternative procedure, standard, system of oversight, or assessment mechanism.
- (c) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this Contract.
- (d) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this Clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

(End of Clause)

H.63 Hanford Site Services and Interface Requirements Matrix

- (a) Controls. When services between prime contractors are offered and accepted, DOE does not expect the requesting prime contractor to review or otherwise validate top-level cross-cutting quality control, health, safety and/or environmental protection requirements mandated by the performing contractor's contract. The requesting prime contractor may assume that such contract requirements, (e.g., Integrated Safety Management System, Quality Program/Plan) are acceptable to DOE. The performing contractor shall provide products or services in a manner that is consistent with the requirements of the performing prime contractor's contract and the task instructions provided by the requesting contractor. Special conditions required to meet the requesting contractor's

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requirements shall be documented through interface documents.

- (b) **Right of Access.** Hanford Site Contractors shall, with coordination and adequate preparation, allow service-providing contractors access to facilities to perform the service.
- (c) **Nuclear Safety.** The Contractor shall establish a protocol with each Hanford Site contractor identified in Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix; this protocol shall establish the basis to perform contract work scope within a nuclear facility, or perform work scope that affects the safety basis of a nuclear facility, that is operated by the Hanford Site contractor who has responsibility for the nuclear facility.

The protocol shall:

- (1) Describe the general scope of work to be performed, flow down of nuclear safety requirements, and implementing processes and procedures prior to transition.
 - (2) Be signed by the Contractor and concurred with by the other affected contractor. Any new or future protocols or updates shall be submitted to HMESC.
 - (3) The protocol will be recognized as part of the ISMS description.
 - (4) The Contractor shall:
 - (5) Comply with all facility safety authorization basis and nuclear safety requirements that are established by the Hanford Site contractor responsible for the nuclear facility.
 - (6) Flow down to each subcontractor (in accordance with the Section I clause entitled DEAR 970.5223-1 Integration of Environment, Safety and Health into Work Planning and Execution) the protocol to comply with all facility safety authorization basis and nuclear safety requirements that are established by the contractor responsible for the nuclear facility.
- (d) **Payment of Services.** Fee-for-Service providers shall provide to DOE and make available to the user the basis for liquidation of the charge for usage-based services. Service rates shall be based on customer service level forecasts.
 - (e) **Responsibility for Delivery of Service.** The Government makes no guarantees or warranties regarding the delivery of services, and services between contractors shall not constitute GFS/I. The Government shall not be held responsible for the delivery or non-delivery of services between Hanford Site contractors.

Contractors shall attempt to resolve any disputes regarding service interfaces and the provision of services among themselves. If contractors are unable to achieve a timely resolution of issues between themselves regarding interfaces or the appropriate delivery of services, contractors may seek direction from the CO. DOE shall be the exclusive authority for resolving disputes associated with any interface issues that cannot be resolved between parties in a timely manner. To the extent contractors attempt to litigate



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disputes between themselves regarding interfaces or the appropriate delivery of services, all costs associated with such litigation shall be unallowable under this Contract.

- (f) Direct Funded and Usage-Based Services Not Commercial Items. Unless specified otherwise by the CO, all “Direct Funded” and “Usage-Based Services” (see Section J, Attachment J-3, Hanford Site Services and Interface Requirements Matrix), including all Information Technology and Management Services under this Contract, are unique to the Hanford Site, and are not “commercial items” as defined by FAR 2.101. The contractor shall not perform or arrange for the performance of Usage-Based Services by means of any process reserved for the acquisition of commercial items without first receiving written approval from the DOE CO expressly stating that a particular Usage-Based Service to be acquired meets the FAR 2.101 definition of a “commercial item.”

(End of Clause)

H.65 Shipment Notification

- (a) The Contractor and/or Subcontractors shall notify Energy Northwest 7 days in advance:
1) of any movement of “common” explosives over 1,800 pounds excluding small arms ammunitions or classified shipments within 5 miles of Energy Northwest; and/or 2) of any railroad shipment from/to Hanford north of the rail spur to the Fast Flux Test Facility.
- (b) For EM radioactive material/waste shipments by motor carrier and/or rail, the additional security measures described below shall be implemented. Documentation that the security measures were performed shall be maintained with the shipping papers.
 - (1) Additional Security Measures to be Implemented for Motor Carriers transporting Radioactive Material/Waste Shipments:
 - (i) Verify and document that site security plans require drivers entering the facility for loading/unloading of shipments to sign in at the security gate and be escorted to the loading/unloading location unless a security badge has been issued.
 - (ii) Verify and document the name of the drivers, who will be entering DOE facilities to pick up shipments to be used for commercial shipments, are on the list provided by the motor carrier.
 - (iii) Verify and document the motor carriers to be used have provided documentation that all drivers meet the personal security requirements addressed in the U.S. Department of Transportation’s Security Sensitive Visits.
 - (iv) Obtain copies of documentation from the carriers that all drivers are citizens of the United States.
 - (v) Verify the drivers have a Commercial Driver’s License, with proper hazardous materials endorsements, and attach a copy to the shipment documentation to be kept on file for each shipment.



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- (vi) Verify and document the carriers utilize satellite tracking and/or maintains cellular telephone contact with the driver, including the requirement that the driver must contact carrier dispatch at regular intervals.
- (vii) Require security staff to perform and document per-loading equipment inspections to avoid explosive and other devices as detailed in Measure 18 of CRD Notice 473.9 (Supplemented Rev. 0), Security Conditions.

NOTE: DOE Notice, Measure 18. Implement screening procedures for other deliveries at designated inspection points to identify explosives and incendiary devices. Use K-9 teams for inspections, when available. Instruct site personnel to report suspicious packages to Security and refrain from handling them until cleared by appropriate authority.

- (viii) Provide the drivers a briefing and a copy of written instructions regarding en route shipment security measures to be taken. Ensure the drivers can read and understand the instructions provided and have the driver sign a copy of the instructions. Attach signed and dated copy of the instructions to the shipment documentation to be kept on file.
 - (ix) Request consignee notification of receipt of shipments.
- (2) Additional Security Measures to be Implemented for Rail Carriers transporting Radioactive Material/Waste Shipments:
- (i) Obtain a copy of the rail carrier's security plan. Ensure the plan identifies communications links, frequency of communication, and points of contact information for security-related emergencies.
 - (ii) Implement a mechanism to be notified by the carrier should cars/train encounter any unexpected occurrences en route. Ensure the rail carrier has access to the information.
 - (iii) Require security staff to perform and document pre-loading equipment inspections to avoid explosive and other as detailed in Measure 18 of CRD Notice 473.9 (Supplemented Rev. 0), Security Conditions.
- NOTE:** DOE Notice, Measure 18. Implement screening procedures for other deliveries at designated inspection points to identify explosives and incendiary devices. Use K-9 teams for inspections, when available. Instruct site personnel to report suspicious packages to Security and refrain from handling them until cleared by appropriate authority.
- (iv) Verify and document the rail carrier has a communication system (through central dispatch consignee notification of arrival cars/trains.
 - (v) Request consignee notification of arrival of cars/trains.

(End of Clause)

H.66 Emergency Response

- (a) The Contractor with concurrence of the DOE Manager (except for Security emergencies then the DOE Manager makes the emergency determination) shall determine when an emergency situation may exist and notify the appropriate emergency response organization. In the event of an emergency, the DOE Manager of the affected site will have the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation. Upon termination of the emergency event, the Contractor shall perform recovery actions as appropriate.
- (b) The Contractor shall include this Clause in all subcontracts, at any tier, for work performed in support of the on-site work under this Contract.

(End of Clause)

H.69 Real Property Asset Management

- (a) The Contractor shall comply with Departmental requirements and guidance involving the acquisition, management, maintenance, disposition, or disposal of real property assets to ensure that real property assets are available, utilized, and in a suitable condition to accomplish DOE's missions in a safe, secure, sustainable, and cost-effective manner. Contractors shall meet these functional requirements through tailoring their business processes and management practices, and using standard industry practices and standards as applicable. The Contractor shall flow down these requirements to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.
- (b) The Contractor shall:
 - (1) Submit all real estate actions to acquire, utilize, and dispose of real property assets to DOE for review and approval and maintain complete and current real estate records.
 - (2) Perform physical condition and functional utilization assessments on each real property asset at least once every five-year period or at another risk-based interval, as approved by DOE, based on industry leading practices, voluntary consensus standards, and customary commercial practices.
 - (3) Establish a maintenance management program including a Computerized Maintenance Management System; a condition assessment system; a master equipment list; maintenance service levels; a method to determine for each asset the minimum acceptable level of condition; methods for categorizing deficiencies as either deferred maintenance and repair or repair needs; management of the deferred maintenance and repair backlog; a method to prioritize maintenance work; and a mechanism to track direct and indirect funded expenditures for maintenance, repair, and renovation at the asset level.



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- (4) Maintain Facilities Information Management System (FIMS) data and records for all lands, buildings, trailers, and other structures and facilities. FIMS data must be current and must be verified annually.

(End of Clause)