

- Characterize and dispose of waste as agreed upon between DOE and the Contractor.

EM has identified potential waste shipment goals expanding beyond 2015 to address newly identified/generated wastes. As directed by DOE, the Contractor shall support all EM corporate initiatives to disposition waste at the WIPP.

- 3.1.5** The Contractor shall be responsible for maintaining the condition of the Government owned property and equipment during the term of the contract such that the intended functionality, including safety, health, and environmental compliance, for mission needs is met. This includes enhancements to maintain facility operability for until at least year 2035 and Maintenance Plans (including Nuclear Maintenance Management Plan required by DOE O 433.1B) that addresses planned outages, equipment replacement, facility upgrades, and facility modifications. The plan shall be furnished within 6 months of written notice to proceed and updated at least annually. The Contractor shall submit a Ten-Year Site Plan per DOE O 430.1B that describes the functions listed in C.3.1.3 and the related real property requirements to effectively and efficiently perform the C.3.1.3 functions.
- 3.1.6** The Contractor shall, at the start of each fiscal year, after receipt of new fiscal year funding, modify the execution year baseline activities as necessary with the development of activity based cost documents approved by the Contractor and CBFO for the work to be performed in that fiscal year. The expected activities to occur during each contract year for Disposal Panels, CH TRU Transportation, CH TRU Waste Disposal, RH TRU Transportation, RH TRU Disposal and transportation corridors are to be defined in detail in a program planning schedule.
- 3.1.7** The Contractor shall utilize a Work Authorization system in accordance with DOE O 412.1A entitled, "Work Authorization System". Work authorization and activity based cost documents and other referenced documents shall be maintained as a conformed Work Authorization package and the status of changes shall be submitted in monthly submittals to the CBFO Contracting Officer.
- 3.1.8** The Contractor shall support existing Memorandum of Understandings (MOU's) and Memorandum of Agreements (MOA's) and develop new MOU's and MOA's as required.
- 3.1.9** The Contractor shall, when authorized by DOE, enter into subcontracts for the performance of any part of the work required to support the DOE mission described herein. DOE may establish a threshold level under which prior approval to subcontract will not be required.
- 3.1.10** The Contractor shall support CBFO such as; initiatives to improve NTP activities, improve waste disposal effectiveness, demonstrate full utilization of the waste repository and implement scientific and research initiatives.

- 3.1.11** The Contractor shall maintain the existing or equivalent project management system for the EM program including the EM project baselines; Integrated Planning, Accountability and Budgeting System (IPABS); change control process; execution and life-cycle planning process (including standard project management handbook); the project cost-estimating system; integrated resource loaded schedules; and continued updating of an integrated site-wide baseline and critical path analyses. These processes include other WIPP participants, functional and crosscutting activities, and will include relevant activities at characterization and generator sites, including any funding sent to CBFO and the Contractor that was previously designated for generator sites.

Note: EM Program includes all work associated with the management and operation of the facility and the National TRU Program.

The National TRU Program will create and maintain a National TRU Waste Management Plan that includes performance expectations across the complex in concert with DOE HQ. The Contractor shall assist the National TRU Program with the development and use of integrated resource loaded schedules correlated with specific delivery dates to implement activities identified in the National TRU Waste Management Plan.

Contractor shall perform work that is consistent with the clauses in Section H entitled, "Reporting Requirements" and "Work Authorization".

- 3.1.12** The Contractor shall establish and maintain a centralized support function to assist other DOE sites with the preparation, processing or packaging of transuranic waste.

3.1.12.1 The Contractor shall provide quality controlled centralized procurement services for containers and materials used in the characterization and packaging of TRU waste.

3.1.12.2 The Contractor shall design, test, qualify and/or procure containers that meet the DOT 7A Type A requirements.

3.1.12.3 The Contractor shall supply other materials including containers, consumables and/or equipment as directed by the CBFO.

3.1.12.4 The Contractor shall identify and implement opportunities to reduce DOE costs through standardization and by providing support to any TRU waste storage or generator site as directed by the CBFO.

3.1.13 Partnering Relationship

The Contractor and CBFO shall work within a partnering relationship for work related to execution of this contract with a common vision to mutually support mission goals and objectives. The relationship will promote the principles of

For NRC approved packaging, the Contractor shall maintain a program that is equivalent to the requirements of 10 CFR 71 Subpart H. Within 30 days of written notice to proceed the Contractor shall submit to CBFO for approval a revised or new Quality Assurance Project Plan that complies with the references above. The Contractor shall establish effective management systems to identify deficiencies, resolve deficiencies in a timely manner, ensure corrective actions are implemented, and prioritize and track commitments and actions. Such quality management systems shall support the ISMS in addition to the QA program.

4. PROGRAM REQUIREMENTS

The WIPP conducts site-specific and inter-site integration of TRU waste activities. To achieve the EM programmatic objectives, the Contractor shall be responsible for integrating waste management and environmental activities at the WIPP and at generator sites.

4.1 WIPP DISPOSAL OPERATIONS

Facilities at the WIPP are used to receive and dispose of TRU waste in a safe and environmentally sound manner.

4.1.1 Infrastructure

4.1.1.1 Long-term mission support

The Contractor shall maintain an integrated infrastructure program that includes long-term infrastructure reinvestment planning. The Contractor shall balance short-term pressures to improve operations with long-term infrastructure reinvestment planning. Infrastructure includes but not limited to: business systems, facilities, equipment, functional specialties, roads and utilities, emergency management, facility safety, surveillance and maintenance, safeguards and security, and asset maintenance.

4.1.1.2 Disposition of excess facilities, structures, and equipment

The Contractor shall disposition excess facilities, systems, structures, and equipment in accordance with the clause in Section I entitled, FAR 52.245-1, Government Property.

4.1.1.3 Land management, facility planning and dispositioning requirements as they become excess to the Department's needs

The Contractor shall maintain the WIPP Land Management Plan (LMP) and the Integrated Capital Asset Management Process Plan (ICAMP) and all necessary supporting systems including the asset inventory, condition, master planning, geographic information system, space management, and risk assessment.

4.1.1.4 Configuration Management

clearance program, and authorized derivative classifiers. Existing emergency aid and response agreements shall be maintained.

4.1.2.4 Facility Operations and Infrastructure

The Contractor shall assist DOE through direct participation and other support in achieving the DOE energy efficiency goals and objectives in electricity, water, and thermal consumption, conservation, and savings, including goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy, and Transportation Management and Executive Order 13514, Federal Leadership in Environmental, Energy, and Economic Performance. The Contractor shall maintain and update, as appropriate, its Site Sustainability Plan (as required by DOE O 436.1, Departmental Sustainability) to include detailed plans and milestones for achieving site-specific energy efficiency goals and objectives. With respect to this paragraph, the Plan shall consider all potential sources of funds, in the following order: 1) the maximum use of private sector, third-party financing applied on a life-cycle cost effective basis, particularly from Energy Savings Performance Contracts and Utility Energy Services Contracts awarded by DOE; and 2) only after third-party financing options are evaluated, in the event that energy efficiency and water conservation improvements cannot be effectively incorporated into a private sector financing arrangement that is in the best interests of the Government, then DOE funding and funding from overhead accounts can be utilized.

4.2 NATIONAL TRANSURANIC WASTE PROGRAM

The National Transuranic Waste Program (NTP) develops and manages a comprehensive waste management strategy for all TRU waste under the responsibility of the DOE. The Contractor is responsible for the integration of all NTP activities. Key elements of the NTP include: 1) disposal of TRU waste at the WIPP as described in C.4.1.2; 2) CCP activities supporting generator/storage site waste retrieval and characterization applicable to the specific generator site's needs as described in C.4.2.1; and 3) TRU waste transportation activities, as described in C.4.2.2 and C.4.2.3. The Contractor shall receive Government-provided TRU waste packages for shipment to WIPP at generator sites and, in selected cases, may retrieve waste or accelerate retrieval to develop a backlog of waste. With CBFO approval, the Contractor is fully authorized as the DOE-designated Contract integrator to conduct activities necessary to complete applicable characterization for shipping to a characterization site or WIPP, and disposal at WIPP.

4.2.1 Waste Characterization /Retrieval

The Contractor shall be responsible for integration of waste characterization, remediation, repackaging and retrieval at designated DOE characterization sites with DOE Contractors.

- 4.2.1.1** The Contractor, if directed by DOE, may provide and deploy to generator sites Retrieval and Characterization Teams and equipment to assist and/or perform in the management and

PART I – THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The base period of performance for this contract is from the date that the Contractor assumes full responsibility for the Performance Work Statement (PWS) through September 30, 2017 with an option to extend the term of this contract for a period of five (5) years. The option will be exercised unilaterally in accordance with Section I, FAR 52.217-9, "Option to Extend the Term of the Contract".

The Contracting Officer shall issue a written notice to proceed. Upon issuance of the notice to proceed, the Contractor is required to proceed with the Transition Activities in Section H. The transition period is 90 days from the written notice to proceed or as extended by the Contracting Officer. If the transition period is extended, the Contracting Officer shall provide written notification of the date the Contractor assumes full responsibility for the PWS in accordance with the clause in Section H entitled "Transition Activities".

F.2 PRINCIPAL PLACE OF PERFORMANCE

The work under this contract is to be carried out at a variety of locations, but the principal place of performance will be the Waste Isolation Pilot Plant site near Carlsbad, New Mexico.

F.3 STOP-WORK ORDER (FAR 52.242-15) (AUG 1989)(ALTERNATE I) (APR 1984)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize incurring costs allocable to the work covered by the order during the period of work stoppage. Within a period for 90 days after a stop-work order is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either--
- (1) Cancel the stop-work order; or
 - (2) Terminate the work covered by the order as provided in the Termination Clause of the contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The