SOLICITATION, OFFER AND AWARD

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	RATING	PAGE OF PAGES	1 / 146

2. CONTRACT NUMBER	3. SOLICITATION NUMBER	4. TYPE OF SOLICITATION	5. DATE ISSUED	6. REQUISITION/PURCHASE NUMBER
89303321GEM000016	89303320REM000060	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	08/31/2020	

7. ISSUED BY CODE 893033

EM -Environmental Mgmt Con Bus Ctr
EMCBC
U.S. Department of Energy
EM Consolidated Business Center
550 Main Street, Room 7-010
Cincinnati OH 45202

8. ADDRESS OFFER TO (If other than Item 7)

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

SOLICITATION

9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until 1600 ET (Hour) local time 09/30/2020 (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS)			C. E-MAIL ADDRESS
		AREA CODE	NUMBER	EXT.	
	Courtney Renea Stallworth	513	246-0479		Courtney.Stallworth@emcbc.doe.

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES	
☒	A	SOLICITATION/CONTRACT FORM	1	☒	I	CONTRACT CLAUSES	80
☒	B	SUPPLIES OR SERVICES AND PRICES/COSTS	3			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
☒	C	DESCRIPTION/SPECS./WORK STATEMENT	11	☒	J	LIST OF ATTACHMENTS	95
☒	D	PACKAGING AND MARKING	49			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
☒	E	INSPECTION AND ACCEPTANCE	51	☒	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	102
☒	F	DELIVERIES OR PERFORMANCE	53				
☒	G	CONTRACT ADMINISTRATION DATA	55	☒	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	114
☒	H	SPECIAL CONTRACT REQUIREMENTS	62	☒	M	EVALUATION FACTORS FOR AWARD	140

OFFER *(Must be fully completed by offeror)*

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 270 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT *(See Section I, Clause No. 52.232.8)*	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
	N/A	N/A	100% Net	N/A

14. ACKNOWLEDGEMENT OF AMENDMENTS *(The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):*	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	Amendment 1	9/21/2020		

15A. NAME AND ADDRESS OF OFFEROR — CODE 0TPD4 FACILITY

EnergySolutions, LLC
299 South Main Street, Suite 1700
Salt Lake City, UT 84111

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER *(Type or print)*

Johnny Bowne
Vice President, Business Development

15B. TELEPHONE NUMBER			15C. CHECK IF REMITTANCE ADDRESS	17. SIGNATURE	18. OFFER DATE
AREA CODE	NUMBER	EXT.			
801	649 - 2104		☒ IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		9/30/2020

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
C.4.1, C.4.2, C.4.3, C.4.5	$0.00	Not Applicable

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:
☐ 10 U.S.C. 2304 (c) ( ) ☐ 41 U.S.C. 253 (c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN *(4 copies unless otherwise specified)* — ITEM

24. ADMINISTERED BY *(If other than Item 7)* CODE

25. PAYMENT WILL BE MADE BY CODE

26. NAME OF CONTRACTING OFFICER *(Type or print)*
Wilmari C. Delgado

27. UNITED STATES OF AMERICA
Wilmari C. Delgado
(Signature of Contracting Officer)

28. AWARD DATE
12/3/2020

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

NAME OF OFFEROR OR CONTRACTOR
Energysolutions, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	DUNS Number: 183786607 Nationwide Low-Level Mixed Low-Level Waste Treatment Services Payment: Period of Performance: 12/05/2020 to 12/04/2025				
00001	C.4.1 LLW/MLLW Services Obligated Amount: $0.00				0.00
00002	C.4.2 BSFR Services Obligated Amount: $0.00				0.00
00003	C.4.3 Alternative Disposition Strategies (Recycle/Reuse) Obligated Amount: $0.00				0.00
00004	C.4.5 Ancillary Services Obligated Amount: $0.00				0.00

Section A - Solicitation/Contract Form 1
Section B - Supplies or Services/Prices 3
Section C - Description/Specifications 11
Section D - Packaging and Marking 50
Section E - Inspection and Acceptance 52
Section F - Deliveries or Performance 54
Section G - Contract Administration Data 56
Section H - Special Contract Requirements 63
Section I - Contract Clauses 81
Section J - List of Documents, Exhibits and Other Attachments 97

PART 1 – THE SCHEDULE

Section B

Supplies or Services/Prices

TABLE OF CONTENTS

B.01 SUMMARY OF BASIC ORDERING AGREEMENT…….4
B.02 PRICE…….4
B.03 OBLIGATION OF FUNDS...…….4
B.04 LIMITATION OF GOVERNMENT'S OBLIGATION (REVISED)…….5
B.05 APPROVED WASTE TYPES...……10

PART 1 – THE SCHEDULE

Section B

Supplies or Services/Prices

B.01 SUMMARY OF BASIC ORDERING AGREEMENT

This is NOT a contract as defined by FAR 2.101. This Basic Ordering Agreement (BOA) is a written instrument of understanding negotiated between the Government and the Contractor. Firm-Fixed Price (FFP) task orders or Time and Materials (T&M) task orders with Fixed-Labor-Rates (FLR) may be issued off of this BOA and nothing in this BOA shall imply or guarantee any future orders with the Contractor. T&M task orders are the least preferred method of government contracting, and will only be permitted under limited circumstances. T&M task orders must be approved by the CO before issuance . In addition, no T&M task order shall exceed a three-year period of performance without HCA (Head of Contracting Agency) D&F (Determination & Findings) approval. There is no guaranteed minimum dollar amount or volume of work that is associated with this agreement. If issued, individual orders will have a range of waste quantities and associated dollar values. If and when an order is placed against this BOA, and accepted by the Contractor through performance, the terms and conditions provided and agreed to herein will become binding on the individual order.

The BOA between DOE and the Contractor is for the purpose of providing all personnel, facilities, equipment, material, supplies, and services necessary for the treatment of radioactive waste for final compliant disposition of liquid, solid, sludge, and/or gaseous low-level waste (LLW), and mixed low-level waste (MLLW) including high gram quantities that could also contain Toxic Substances Control Act (TSCA) chemicals including polychlorinated biphenyl (PCB), and the performance of other ancillary waste services including Bulk Survey for Release (BSFR) materials. This service supports the EM mission of safely completing the cleanup of the environmental legacy brought about from five decades of nuclear weapons development and government-sponsored nuclear energy research.

B.02 PRICE

Services, quantities, surcharges, and extended prices for the treatment of waste covered under the scope of this BOA will be established at the competitive task order level. Therefore, in accordance with FAR 16.703 (c) (1), the method of determining prices under this BOA will be determined at the competitive task order level.

B.03 OBLIGATION OF FUNDS

The amount of funds obligated and made available for payment will be stated in each task order.

B.04 LIMITATION OF GOVERNMENT'S OBLIGATION (REVISED)

(a) This BOA's Task Orders are fixed price and contract terms and conditions as set forth in the contract, with the exceptions that fixed price task orders may be incrementally funded; and if a Task Order is incrementally funded as set forth in the BOA, in the event of termination before it is fully funded the Government's maximum liability for the TO will be the lower of the amount of funds allotted to the TO or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this BOA. For each TO there is:

1) a fixed price;

2) a specified scope of work that corresponds to the fixed price;

3) an anticipated funding schedule that corresponds to the fixed price and the specified scope of work (the parties contemplate that the Government will allot some funds upon execution of the contract);

4) a Government maximum obligation to the Contractor equal to the funds allotted to the BOA for the TO;

5) if the Government incrementally allots funds, both a fixed price for the services the allotted funds cover and a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and

6) an obligation that the Government will pay the Contractor only for the work the Contractor performed: for which funds were allotted; and based only on the fixed price for the services the allotted funds covered (established when the funds were allotted) and the portion of the services performed, not the costs the Contractor may actually incur.

(b) For each TO

1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the TO and the total amount of funds

allotted by the Government to the TO is the fixed price of the work for which the funds are allotted;

2) the Contractor explicitly agrees the fixed price in the TO reflects:

i. any additional complexities, challenges, and risks (including all risks, costs or otherwise, associated with any potential termination for convenience, or other risks as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and

ii. the specific risk that in the event of termination of an incrementally funded TO before the TO is fully funded, the Contractor could receive less than the amount the Termination for Convenience (Fixed-Price) clause of this contract would usually permit, that is, the Government is only obligated to provide to the contractor the lower of the amount of the allotted funds or the amount as determined under the Termination for Convenience (Fixed-Price) clause of this contract;

3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;

4) if additional funds become available and the Government still has a need for the services in the Contract, the Government will allot funds periodically to the TO, the Contractor will continue performance and will provide a specified and fixed amount of work for the additional funds allotted, and the Government will pay the Contractor based on the price of the fixed amount work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and

5) the Contractor agrees to provide the specified and fixed amount of work for the fixed price identified in the BOA's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the BOA's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.

(c) For each TO

1) The fixed price (of both the entire TO and of the current cumulative amount of funds allotted to the TO at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;

2) The BOA places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and

3) If the Government meets the entire Planned Funding Schedule,

i. the cumulative amount of funds allotted will equal the TO's fixed price and

ii. the Contractor shall provide the entire scope of work the BOA requires for the TO.

(d) The fixed price for each TO is listed in Section B

(e) The Planned Funding Schedule for each TO is in paragraph (n) of this clause. The sum of the planned funding for each TO equals the fixed price of the TO.

(f) The Actual Funding Schedule for each TO is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for each TO and the specific work to be performed for the funds allotted.

1) The Contractor may submit an invoice under a TO only after the Government has allotted funds to the TO and the Contractor has provided services in accordance with the terms and conditions of the Contract. The Contractor may submit an invoice for only the lower of the two preceding amounts, that is, the lower of

i. the amount of allotted funds for the specified work (which is the amount of the fixed price of the specified work) or

ii. the amount equal to the portion of the fixed price for the specified work the Contractor has earned by providing a portion of the fixed work.

(g) If during the course of this contract the Government is allotting funds to a TO per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that TO regardless of the rate at which the Contractor is, or is not, earning amounts payable, and

1) The Government's and the Contractor's obligations under the contract for the TO—with the exception that the Government's obligation for the TO is limited to the total amount of funds allotted by the Government to the TO and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the TO were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that TO;

and neither the fixed-price for the TO nor any other term or condition of the contract will be affected due to the TO's being incrementally funded.

i. The Contractor agrees, for example, if the Government allots funds to a TO per or earlier than all of the funding dates in the Planned Funding Schedule for the TO, the Government has met all of its obligations just as if the TO were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the TO were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contactor earns amounts payable at any time in performing work for the TO that exceed the total amount of funds allotted by the Government to the contract for the TO

A. it (not the Government) will be liable for those excess amounts payable

B. it will remain liable for its obligations under every term or condition of the BOA and

C. if it fulfills all of its obligations for that TO and the Government allots funds to the TO equal to the TO's fixed price, the Government will pay it the fixed price for the TO and no more.

ii. The Contractor also agrees, for example, if the Government allots funds to a TO by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the a TO were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the a TO were fully funded; consequently, if the Government subsequently terminates the TO it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the TO; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

(h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the total amount payable by the Government, which is the portion of the price of the services the allotted funds cover that the Contractor has earned, for the CLIN in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN by the Government.

1) The notification is for the Government's planning purposes only and does not change any obligation of either the Government or the Contractor.

2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN.

3) The Government may require the Contractor to continue performance of that CLIN for as long as the Government allots funds for that CLIN sufficient to cover the amount payable for that CLIN.

(i) If the Government does not allot funds to a CLIN per or earlier than its Planned Funding Schedule, the Contractor may be entitled to an equitable adjustment and

1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN;

2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract;

3) if the Government subsequently terminates the contract or the CLIN, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

(j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for each CLIN—

1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN; and

2) The Contractor is not obligated to continue performance under this contract related to the CLIN in excess of the amount allotted to the contract (which is also both the maximum amount payable and the price of the services the allotted funds cover) by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN.

(k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract

modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a CLIN, which will remain at all times the Government's maximum liability for a CLIN. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN in excess of the total amount allotted by the Government to this contract for a CLIN.

(l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN unless they contain a statement increasing the amount allotted.

(m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.

(n) Planned Funding Schedule

See Task Orders

(o) Actual Funding Schedule

See Task Orders

B.05 APPROVED WASTE TYPES

The Contractor has the required licenses, permits or authorizations to provide treatment services for the following waste types in Section C:

C.4.1 LLW/MLLW Services
C.4.2 BSFR Services
C.4.3 Alternative Disposition Strategies (Recycle/Reuse)
C.4.5 Ancillary Services

The Contractor may, at any time during the period of performance of this BOA, submit applicable, current, dated, and signed licenses, permits or authorizations required to treat additional waste types not previously approved for treatment under this BOA to the Contracting Officer for review and approval.

SECTION C

DESCRIPTION/SPECIFICATIONS (PERFORMANCE WORK STATEMENT)

CONTENTS

C.1 Background……12

C.2 Objectives……...12

C.3 Regulatory Frameworks ……14

C.4 Requirements…….14

C.4.1 LL/MLLW Treatments Services……..14

C.4.2 BSFR Services…….20

C.4.3 Develop & Assess Alternative Disposition Strategies (Recycle/Reuse)…….27

C.4.4 LAW Services…….33

C.4.5 Ancillary Services……41

C.4.5.1 Disposal Services…….47

Section C - Description/Specifications

C.1 BACKGROUND

The U.S. Department of Energy (DOE) requires the treatment of Low Level Waste (LLW) and Mixed Low Level Waste (MLLW). These wastes may also include liquid and solid Toxic Substances Control Act (TSCA) regulated waste e.g., polychlorinated biphenyls (PCBs), asbestos, etc. Waste material to be treated originates from Federal activities and includes cleanup, remediation, decontamination, demolition, and operations waste, and/or other waste under DOE's purview. These services support the EM mission of safely completing the cleanup of the environmental legacy brought about from five decades of nuclear weapons development and government-sponsored nuclear energy research.

DOE requires commercial LLW and MLLW Treatment Services, located in the United States, that provide cost-effective compliance with the Resource Conservation and Recovery Act of 1976 (RCRA), the Federal Facility Compliance Act (FFCA), state hazardous waste regulations, TSCA/polychlorinated biphenyl (PCB) regulations, and any other applicable laws. DOE also requires services such as: Bulk Survey for Release (BSFR), Low Activity Waste (LAW) Services, Ancillary Services, and support in establishing authorized release limits.

LLW can be segmented into waste categories of Class A, Class B, Class C and Greater-Than-Class C (GTCC). These classifications are defined in the Nuclear Regulatory Commission (NRC) regulations (Title 10, Code of Federal Regulations [CFR], Part 61), based on potential LLW hazards, disposal, and waste form requirements. It is important to note that these classifications generally apply to NRC regulated LLW, and not DOE LLW. However, the classifications are relevant when DOE sends its waste to an NRC or Agreement State-regulated facility for treatment. Class A waste contains the least radioactivity, most of which comes from relatively short-lived radionuclides, which decay to background levels within a few decades. Class B waste is also relatively short-lived, but contains higher concentrations of short-lived radionuclides than Class A. Class C waste can contain higher concentrations of both short-lived and long-lived radionuclides, while GTCC is higher still. DOE has materials in all of these waste classifications that may need treatment or processing to facilitate the ultimate disposal, or ability to reuse or recycle DOE materials.

C.2 OBJECTIVES

The Basic Ordering Agreement (BOA) objectives are to provide:

1. LLW and MLLW (including reactive metals such as lithium batteries, sodium bearing waste) Treatment services;
2. BSFR services in accordance with NRC or Agreement State requirements;
3. Development and assessment of alternative disposition strategies;
4. LAW services; and

5. Ancillary services that aid in the treatment and processing of waste, such as transportation and packaging from the point of origin to the destination (treatment facility, disposal site, or return to the generator) as a turnkey service.

Chemical constituents of the DOE materials needing LLW and MLLW treatment services include: TSCA (primarily PCBs and asbestos); RCRA regulated wastes including waste that could be assigned U.S. Environmental Protection Agency (EPA) codes for Ignitability (D001), Corrosivity (D002), Reactivity (D003), Toxicity due to contamination with RCRA-regulated toxic metals and organic compounds (D004 through D043), F, K, P, and U, lab packs, compressed gases, combustible liquids (non-wastewaters), non-combustible liquids (may be wastewaters, metal bearing inorganic wastes), liquid aqueous and organic RCRA non-wastewaters, slurries, and wastewaters.

BSFR and directed disposal under LAW Services are licensed and or permitted processes approved by the appropriate regulatory agency (NRC or Agreement State) that allow for the survey and release of materials with extremely low levels of radioactive contamination for disposal in specified landfills. The landfills typically will be equivalent to a modern Subtitle D (solid waste) or Subtitle C (hazardous waste) landfill rather than a permitted radioactive waste landfill.

Evaluation, assessment, and execution of alternative disposition strategies for DOE materials may include, for example, recycling and reuse of materials. These processes shall be licensed and/or permitted processes approved by the appropriate regulatory agency (DOE, NRC, EPA, or Agreement State) that allows for the decontamination, survey and release of materials. The release may be for unrestricted use (no longer requiring radiological controls), or restricted requiring some degree of controls owing to low the potential of low levels of radioactivity still contained in the material. The materials evaluated for alternative disposition strategies may contain chemicals as well as radioactive material.

Ancillary Services include, but are not limited to interim storage, transportation services, regulatory report writing, data analysis, assessments, verification services, preparation of presentations, variance requests, waste profiles, and technical oversight of MLLW/LLW activities. These services also may include aiding DOE in the establishment of Authorized Limits for the release of materials that contained radioactivity, and commercial treatment and disposal exemptions. Ancillary Services also include, as requested by the Department, long-term management and storage of elemental mercury under the Mercury Export Ban Act of 2008 as amended by the Frank R. Lautenberg Chemical Safety for the 21st Century Act.

The Contractor performing services under this BOA is authorized to use the DOE LLW/MLLW Disposal IDIQ contracts to provide turnkey services by transporting DOE materials/waste from the originating site to their treatment/processing facilities then to

a waste disposal or storage facility, or a site that reuses or recycles the DOE materials/waste.

C.3 REGULATORY FRAMEWORKS

The Contractor shall operate in accordance with permits and licenses, and all appropriate federal, state and local laws and regulations. DOE materials processed under this BOA shall meet specific criteria for the receiving facility. The individual Task Orders will address the acceptance criteria when the materials will be returned to a DOE facility.

C.4 REQUIREMENTS

The requirements are divided into five independent sections, corresponding to the BOA objectives:

C.4.1 LLW/MLLW Treatment Services
C.4.2 BSFR Services
C.4.3 Develop and Assess Alternative Disposition Strategies (Recycle/Reuse)
C.4.4 LAW Services
C.4.5 Ancillary Services

C.4.1 LLW/MLLW Treatment Services

The Contractor shall perform comprehensive task-based treatment and processing services for LLW/MLLW which include, but are not limited to unique, uncertain, multi-process, TSCA, RCRA, and/or other wastes that present unique problems for successful treatment (e.g., reactive metals including lithium batteries, sodium bearing waste). LLW/MLLW treatment services, include, but are not limited to: characterization, evaluation and assessments, conducting treatability studies, macro-encapsulation, stabilization, concentration, vacuum-assisted thermal desorption, thermal treatment, incineration, combustion, thermal destruction, solvated electron, ion exchange, compaction, size reduction, segregation, repackaging, preparation of lab-packs, and management of compressed gases. Specific requirements and other interfaces will be defined in each Task Order.

1. The Contractor shall perform any assessments, evaluations, and any additional characterization necessary to affect the proposed treatment and processing. The DOE ordering activity will provide all information gathered on the materials or waste so that the Contractor may prepare a Waste Profile Record.

2. Scientifically accepted standards and procedures approved by applicable regulatory authorities shall be used in the formulation of a treatment method adhering to EPA or Agreement State or RCRA authorized State requirements and the requirements of the treatment Contractor's licenses and permits.

3. The treated waste shall comply with the waste acceptance criteria (WAC) identified within the specific task order.

4. The Contractor may be requested to review Ordering Activity/Waste Generator Sampling and Analysis Plans (SAPs) and to determine the acceptability of the waste at its facility, and proposed treatment and/or processing.

Licenses, Permits and Regulatory:

5. The Contractor shall possess and maintain appropriate licenses and permits as required by federal, state and local laws and ordinances that enable receipt, storage and treatment of LLW and/or MLLW.

6. All waste shall be managed in accordance with applicable laws and regulations. Treated waste shall meet the WAC and the Land Disposal Restriction treatment standards (MLLW only) of the designated disposal facility.

7. The Contractor shall comply with federal, state and local requirements for all activities performed at its facility. It is anticipated that only minimal decontamination processing to expedite handling, loading, and transporting of the material will be permitted at the federal work site. Material located at the Contractor's facilities shall be managed and regulated in accordance with the terms and conditions of its NRC or NRC Agreement State license.

8. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits.

Title to Waste/Material:

9. Wastes to be treated were generated at Government facilities, or have a nexus under DOE contracts, whereby DOE retains responsibility for the nuclear materials or waste. In this section, "title" includes legal title, risk of loss, and all other incidents of ownership.

10. Responsibility for the waste remains with the Ordering Activity/Waste Generator throughout treatment and transportation to the waste disposal site. For material being sent to a recycle/reuse facility, title will pass upon the Contractor's issuance of a "Certification of Release" regardless of when or where the facility takes physical possession.

11. Characterization and treatment residues are the responsibility (title) of the Contractor to further treat and dispose of unless otherwise explicitly addressed in the Task Order.

Transportation:

12. The Ordering Activity/Waste Generator is responsible for the cost of transporting the waste unless otherwise specified in the Task Order.

13. All waste or material shipped on an individual shipping manifest shall be considered a "shipment" under the terms of this BOA.

14. Upon acceptance and/or approval of waste generator supplied information specific to the waste stream to be accepted, the Contractor will issue a Notice to Transport to the waste generator within five days.

15. The Contractor shall survey vehicles used to transport the wastes to and from the Contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure. The Contractor shall perform exposure, release decontamination and transportation surveys in accordance with its Radioactive Material License and 49 CFR – Transportation, and certify vehicles free of contamination exceeding release criteria. The Contractor shall maintain a record of all surveys. A copy shall be forwarded to the DCO for the Task Order(s) issued under the BOA and the waste generator shipping the waste upon request. Any vehicle contamination will be reported to the DCO and Ordering Activity/Waste Generator verbally and in writing (with survey reports) within 24 hours of detection for determination of corrective action prior to decontamination and delivery vehicle release

16. The Contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider. The Contractor shall provide packaging and shipping instructions for transport of the treated waste to the designated destination, in accordance with appropriate laws, regulations and guidelines.

Receipt of LLW and MLLW:

17. The Contractor's Shipment Delivery Scheduler, responsible for scheduling shipments from the Ordering Activity/Waste Generators and for receipt of the DOT advanced shipment notifications is identified in Section G, *Contract Administration Data*. The shipment documentation required under the Task Orders includes:

    a. Notice of Delivery: Not less than five working days prior to the shipping date of each waste stream shipment, the Contractor will be provided the following from the Ordering Activity/Waste Generator (except when the treatment Contractor is also the transporter):

        (1) The five Working Day Shipment Notification form;
        (2) The Special Nuclear Material Exemption Certification form, if applicable (required when U-235, U-233, Pu-236, and Pu-238 through Pu-244 are present in the waste);
        (3) A copy of the Waste Profile form for each waste stream to be treated;

(4) A copy of the Waste Shipment Manifest documentation, e.g., (NRC Forms 540 (Uniform Low-Level Radioactive Waste Manifest (Shipping Paper)), 541 (Uniform Low-Level Radioactive Waste Manifest (Container and Waste Description)), 542 (Uniform Low-Level Radioactive Waste Manifest (Manifest Index and Regional Compact Tabulation)), DOE and State forms.

b. Arrival Confirmation: Upon receipt of the above items, the Shipment Delivery Scheduler shall provide to the Ordering Activity/Waste Generator and DCO a date for delivery of the shipment and an Arrival Confirmation Number.

Note: The above listed items (a-b) will be provided to the Contractor by e-mail, mail, or facsimile.

18. In the event that the Contractor discovers that the transportation vehicle, rail car, containers, packaging and/or markings of the delivered waste or material has failed to meet the U.S. DOT requirements under Title 49 CFR – Transportation, or any other applicable requirements, the Contractor shall document the infraction and notify the Ordering Activity/Waste Generator and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance.

19. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 48 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.

Operations:

20. The Contractor shall not co-mingle DOE waste with waste from non-DOE Waste Generators.

21. All commercial TSDFs under this BOA are required to be audited annually by DOE and its Contractors who ship waste to the Contractor. Currently most DOE facilities and subcontractors who are needing to perform a review of such commercial facilities rely on the DOE Consolidated Audit Program (DOECAP) as the reviewing activity for DOE. Therefore, the Contractor shall allow reasonable site access to personnel, facilities and records for these purposes. The Contractor shall address each evaluation finding and document corrective action plans for each finding within 30 days of a DOECAP audit.

22. The Contractor shall complete all appropriate treatment, packaging, and certification functions within the provisions established in this BOA and the conditions and pricing in the Task Orders while adhering to schedule requirements and all DOE and regulatory requirements.

23. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of a Task Order. Notification of existing damage to conveyances received shall be provided to the Ordering Activity/Waste Generator, and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance. Notification of damage shall also be provided to the Ordering Activity/Waste Generator and DCO verbally within 24 hours, and in writing within 48 hours of occurrence. Contractor notification as required by this paragraph, may be issued in writing by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.

24. The Contractor shall properly treat and dispose of all byproduct, residual and secondary waste in compliance with federal, state and local regulations and permits.

25. The Contractor shall treat the LLW and/or MLLW, and any secondary waste generated as a result of treatment in accordance with the time limitations specified in the Contractor's permits, licenses, and applicable federal, state and local requirements. The Contractor shall notify the Waste Generator/Ordering Activity in writing at within sixty (60) days prior to exceeding any storage limit. The Contractor shall arrange for a compliant alternate storage location, if required, and shall be responsible for all expenses incurred as a result of transporting and storing DOE's waste until returned to DOE for final disposal. In the case where the treatment Contractor is not at fault, as determined by the DCO, the Ordering Activity/Waste Generator shall be responsible for applicable expenses incurred as a result of the delay.

Reporting Requirements:

26. Upon request, all documentation, records and modifications shall be submitted to the DCO within 48 hours.

27. The Contractor shall promptly (within 48 hours) respond, verbally and in writing, to questions regarding documentation as requested by the DCO. Any associated costs shall be included in the Task Order's prices.

28. As requested by the DCO, the Contractor shall provide complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, WAC, and any other authorizations, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc., documenting that the Contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this BOA.

29. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste acceptance criteria. Preferably, the Contractor will use DOECAP-Accreditation Program

laboratories. Reference the Energy.gov Analytical Services Program site for the most recent listing of accredited laboratories (https://www.energy.gov/ehss/environmental-policy-and-assistance/analytical-services-program.

30. If providing treatment, processing or disposal services, the Contractor shall participate in the DOECAP, unless approved to do otherwise in writing by the DCO. For BOA holders without a prior DOECAP review, or a new service not previously reviewed by DOECAP, the BOA holder shall allow for an initial review for DOE screening purposes of acceptability of operations to place the Task Order, and for future more in depth review by DOECAP.

31. Use of non-DOECAP accredited laboratories shall be at the sole discretion of the CO after consultation with DOECAP, and the Project Manager. DOE's decision to allow Contractors to use non-DOECAP accredited laboratories will factor in the ability to ensure the accuracy and defensibility of data generated by the laboratory, and the ability to track the final disposition of laboratory samples.

32. Quarterly, a Status Report, listing any DOT violations, deviated or rejected shipments, and all vehicle contaminations exceeding release criteria, shall be provided to the DCO and Ordering Activity/Waste Generator. The report will document any outstanding issues, corrective actions (e.g., treatment of nonconforming waste for excess moisture) performed by the Contractor, compliance, permitting or regulatory problems and resolution for issues from the previous quarter; and synopses of occurrences or events, which adversely affected treatment operations and their associated impact on operations and scheduled receipt or treatment.

33. For all Notice of Violations (NOVs) issued by regulatory agencies that may impact treatment of waste, the Contractor shall verbally notify the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. If any DOE waste stream is involved or impacted, the Contractor shall provide the NOV documentation. The contractor is responsible for penalties assessed against the government if the contractor is responsible for the violation, as determined by the DCO.

34. The Contractor shall provide reports as specified in individual Task Orders. In addition:

    a. Annually, if performance under Task Orders occurred within the year, the Contractor shall provide a Waste Treatment Report to the CO and the EM Office of Waste Disposal (EM-4.22) documenting the Contractor's performance under all open Task Orders.
    b. For all awarded Task Orders, the Contractor shall provide a Final Summary Report to the DCO within 30 days after completion of the work certifying that the work is complete, and the waste meets Land Disposal Restriction treatment standards (MLLW only). The report shall include monthly waste shipments identifying weights, volumes, source, radionuclide content/characterization data, treatment methods, issues,

certificates of disposal/destruction, and Waste Profile Record results.

35. The Contractor shall have no obligation to receive, handle, store, or treat any nonconforming waste material delivered to the Contractor's facility which is defined as: material delivered that does not comply with the Contractor's licenses, permits or regulations,–profile (e.g., manifesting errors, contamination resulting from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a "Notice to Transport"). Upon receipt of Non-Conformance determinations from the Contractor, the DCO, in consultation with the DCOR, will concur with the determination or issue alternate direction.

36. Upon delivery to the Contractor's facility, if the loaded transport vehicle, containers or waste do not conform to the requirements of the treatment facility's licenses or permits, or DOT, Title 49 CFR – Transportation the Waste Generator's Waste profile, or arrive damaged, the Contractor shall notify the Ordering Activity/Waste Generator within 24 hours by telephone upon discovery, and in writing within 48 hours of the discovery for negotiation of a resolution. Non-conforming items may be identified upon receipt of the transport vehicle, during or after unloading, during sampling and/or treatment. Resolution may be, but is not limited to, the following:

    a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.
    b. The Ordering Activity/Waste Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator's expense.
    c. Ordering Activity/Waste Generator may direct an alternative course of action.
    d. Either party may negotiate a rejection of the shipment.
    e. After second attempt at treatment and failure to meet Land Disposal Restrictions, the parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the provisions of this BOA.

37. Any waste or material destined for a disposal facility that fails to meet the disposal facility WAC and/or Land Disposal Restrictions after treatment (MLLW only), as determined by the DCO, shall be re-treated by the Contractor . If the second attempt is not successful, the Contractor shall discuss the next step to reprocess or return the waste to DOE for storage. For fixed price Task Orders, the Contractor shall bear all processing expense for any waste that the Contractor is unable to treat subsequent to Task Order issuance. After successful treatment by the Contractor's subcontractor/vendor, the Contractor may invoice for the originally negotiated price.

C.4.2 <u>BSFR Services</u>

The Contractor shall perform comprehensive task-based service for disposal of materials with extremely low levels of radioactive contamination. BSFR Services have a standardized

process to analyze materials with extremely low levels of radioactive contamination for disposal in specified permitted landfills. The levels of contamination, while detectable with modern equipment, pose no hazard to human health or the environment, as determined by the licensing authority.

BSFR Services consists of the Contractor surveying, sampling, and otherwise evaluating wastes potentially containing extremely low concentrations of residual radioactive material for disposition to an approved landfill that is not necessarily a LLW landfill. Depending on the specific licenses and permits held by the Contractor and the approved landfill used for disposal, RCRA and TSCA regulated wastes are not precluded from the BSFR Services process.

Once the Contractor determines the wastes meets its approved authorized release criteria, the BSFR waste is then be transferred under its license authority for directed disposal at an approved landfill. This disposal alternative for BSFR shall remain under stringent regulatory controls and shall be determined by the Contractor's regulators to be protective of the worker, the public, and the environment. As such, DOE requires both a certificate of release indicating that the waste met the Contractor's radioactive material license, and a certificate of disposal from the approved landfill.

DOE recognizes Atomic Energy Act (AEA) authority equivalencies for activities regulated by the NRC or regulated by an NRC Agreement State under NRC AEA delegated authorities including the authorized release process. DOE will perform an initial evaluation of the Contractor's BSFR program within a reasonable time after BOA award and subsequently afterwards under the DOECAP audits annually. The Contractor shall submit sufficient documentation for DOE to evaluate the adequacy of their BSFR program during these evaluations.

The Contractor conducting these radiological authorized release activities must develop and implement a documented program which addresses compliance with the specific requirements in the BSFR licensed program that are relevant to the particular activities being conducted as noted:

(1) The program, (documented by the Contractor's plans, procedures, protocols and other documents developed to implement the relevant requirements) must be tailored to these activities and reflect a graded approach commensurate with the hazard or risk to the public and the environment resulting from the Contractor's BSFR operations.

(2) Where long-term stewardship and institutional controls for protection of the public and the environment are necessary to meet the specific requirements in the Contractor's license, the Contractor must ensure that the need for the controls is documented and maintained and to the extent the Contractor is responsible, implement the controls. If the Contractor is not responsible for implementation of the controls, the Contractor must provide

reasonable assurance that necessary controls are being implemented by the responsible party prior to conducting activities that can affect the public or the environment.

Regardless of the performer of the work, the Contractor under its licensed authority is responsible for complying with the requirements of this contract and flowing down those requirements to subcontractors at any tier to the extent necessary to ensure Contractor compliance with its license requirements.

Licenses, Permits and Regulatory:

1. The Contractor shall possess and maintain appropriate licenses and permits as required by federal, state and local laws and ordinances that enable receipt, storage and treatment of LLW, MLLW and/or BSFR.
2. All waste shall be managed in accordance with applicable laws and regulations.

3. DOE will review and approve authorized limits for BSFR before release of material to approved landfills.

4. All waste shall be released in accordance with applicable laws and regulations. BSFR waste shall meet the waste acceptance criteria of the approved landfill.

5. The Contractor shall comply with federal, state and local requirements for all activities performed at its facility. It is anticipated that only minimal decontamination processing to expedite handling, loading, and transporting of the material will be permitted at the federal work site. Material located at the Contractor's facilities shall be managed and regulated in accordance with the terms and conditions of its NRC or NRC Agreement State license.

6. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits.

Title to Waste/Material:

7. Wastes to be processed were generated at Government facilities, or have a nexus under DOE contracts, whereby DOE retains responsibility for the nuclear materials or waste.

8. Title to the material shall pass from the Ordering Activity/Waste Generator to the Contractor upon the Contractor's issuance of a "Certification of Release," regardless of when or where the Contractor takes physical possession. The Ordering Activity/Waste Generator shall have no rights to recovery of any material contained in the waste material nor any credit for its potential value, unless specifically specified in the Task Order. Documentation shall be provided to the Ordering Activity/Waste Generator and the DCO within 15 days.

9. All invoices for BSFR services must be submitted with a Certificate of Disposal from the receiving, approved landfill; and a signed statement from the Contractor stating that all BSFR waste received at its facility under the Task Order has been compliantly transferred to that approved landfill per its approved BSFR program.

Transportation:

10. The Ordering Activity/Waste Generator is responsible for the transportation of the waste unless otherwise specified, in the Task Order.

11. All waste or material shipped from the Ordering Activity/Waste Generator on an individual shipping manifest shall be considered a "shipment" under the terms of a Task Order.

12. Upon acceptance and/or approval of waste generator supplied information specific to the waste stream to be accepted , the Contractor will issue a Notice to Transport to the waste generator within five days.

13. The Contractor shall survey vehicles used to transport the wastes to and from the Contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure. The Contractor shall perform exposure, release decontamination and transportation surveys in accordance with its Radioactive Material License and 49 CFR – Transportation, and certify vehicles free of contamination exceeding release criteria. The Contractor shall maintain a record of all surveys. Copies shall be forwarded to the DCO and Ordering Activity/Waste Generator upon request. Any vehicle contamination will be reported to the DCO and Ordering Activity/Waste Generator verbally and in writing (with survey reports) within 24 hours of detection for determination of corrective action prior to decontamination and delivery vehicle release.

14. The Contractor shall provide packaging and shipping instructions for transport of the treated waste to the designated destination, in accordance with appropriate laws, regulations and guidelines.

Receipt of Waste

15. The Contractor's Shipment Delivery Scheduler, responsible for scheduling shipments from the Ordering Activity/Waste Generators and for receipt of the DOT advanced shipment notifications, is identified in Section G, *Contract Administration Data*. The shipment documentation required under the Task Orders includes:
    a. Notice of Delivery: Not less than 5 working days prior to the shipping date of each waste stream shipment, the Contractor will be provided the following from the Ordering Activity/Waste Generator:

        (1) The 5 Working Day Shipment Notification form;

(2) The Special Nuclear Material Exemption Certification form, if applicable (required when U-235, U-233, Pu-236, and Pu-238 through Pu-244 are present in the waste);
(3) A copy of the Waste Profile form for each waste stream to be released;
(4) A copy of the Waste Shipment Manifest documentation, e.g., (NRC Forms 540 (Uniform Low-Level Radioactive Waste Manifest (Shipping Paper)), 541 (Uniform Low-Level Radioactive Waste Manifest (Container and Waste Description)), 542 (Uniform Low-Level Radioactive Waste Manifest (Manifest Index and Regional Compact Tabulation)), DOE and State forms.

b. Arrival Confirmation: Upon receipt of the above items, the Shipment Delivery Scheduler shall provide to the Ordering Activity/Waste Generator and DCO a date for delivery of the shipment and an Arrival Confirmation Number.

Note: The above listed items (a-b) will be provided to the Contractor by e-mail, mail, or facsimile.

16. The Contractor shall unload the waste using appropriate safety standards, guidelines, facility procedures and in accordance with its licenses, permits, and federal, state and local laws and ordinances.

17. In the event that the Contractor discovers that the transportation vehicle, rail car, containers, packaging, and/or markings of the delivered waste material has failed to meet the U.S. DOT requirements under Title 49 CFR – Transportation, or any other applicable requirements, the Contractor shall document the infraction and notify the Ordering Activity/Waste Generator and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance.

18. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 24 hours of discovery, and in writing within 48 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.

Operations:

19. The Contractor shall not co-mingle DOE waste with waste from non-DOE Waste Generators. The Contractor shall complete all appropriate BSFR functions within the prices established in the Task Orders while adhering to schedule requirements and all applicable DOE and regulatory requirements.

20. All commercial TSDFs are required to be audited annually by DOE and its Contractors who ship waste to the Contractor (currently most facilities performing services for DOE rely on the DOECAP). DOECAP may also be used as the vehicle for other DOE or EM reviews deemed appropriate or required. The Contractor shall allow reasonable site access

to personnel for these purposes. Any costs shall be included in the Task Order's prices.

21. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of the Task Order. Notification of existing damage to conveyances received under this BOA shall be provided to the Ordering Activity/Waste Generator and the DCO within 24 hours by telephone, and in writing within 48 hours. See requirements under Nonconformance. Notification of damage shall also be provided to the Ordering Activity/Waste Generator and DCO verbally within 24 hours, and in writing within 48 hours of occurrence. Contractor notification as required by this paragraph, may be issued by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.

22. The Contractor shall properly treat and dispose of all byproduct, residual and secondary waste (if any) in compliance with federal, state and local regulations and permits and DOE authorized limits.

Reporting Requirements:

23. Upon request, all documentation, records and modifications shall be submitted to the DCO within 48 hours.

24. The Contractor shall promptly (within 48 hours) respond, verbally and in writing, to questions regarding documentation as requested by the DCO.

25. Upon request, the Contractor shall provide the Ordering Activity/Waste Generator or DOC with a copy of the Certification of Release.

26. As requested by the DCO, the Contractor shall provide complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, WAC, and any other authorizations, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc., documenting that the Contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this BOA.

27. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste acceptance criteria. Preferably, the Contractor will use DOECAP-Accreditation Program laboratories. For laboratories not previously approved by DOE, the Contractor shall provide copies to the Ordering Activity/Waste Generator, within 10 days of request, of the current radioactive material licenses and most recent Audit Report supporting BSFR as well as any required special certifications showing that the laboratory is qualified to perform the analysis. Any subsequent revisions to these requirements shall be supplied to the DCO, where applicable, within 10 days of the revision approval.

28. If providing treatment, processing or disposal services, the Contractor shall participate in the DOECAP, unless approved to do otherwise in writing by the DCO. For BOA holders without a prior DOECAP review, or a new service not previously reviewed by DOECAP, the BOA holder shall allow for an initial review for DOE screening purposes of acceptability of operations to place the Task Order, and for future more in depth review by DOECAP. Preferably, the Contractor will use DOECAP-Accreditation Program laboratories. Reference the Energy.gov Analytical Services Program site for the most recent listing of accredited laboratories (https://www.energy.gov/ehss/environmental-policy-and-assistance/analytical-services-program.

29. Any vehicle contamination will be reported to the Ordering Activity/Waste Generator and DCO within 24 hours by telephone upon discovery, and in writing within 48 hours for determination of corrective action prior to decontamination and vehicle release. Copies of vehicle survey reports shall be forwarded to the Ordering Activity/Waste Generator and DCO in cases where readings are above the Contractor's Radioactive Material License or DOT release criteria.

30. For all NOVs issued by regulatory agencies that may impact release of waste, the Contractor shall verbally notify the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. If any DOE waste stream is involved or impacted, the Contractor will provide the NOV documentation. The contractor is responsible for penalties assessed against the government if the contractor is responsible for the violation, as determined by the DCO.

31. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 48 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.

32. The Contractor shall provide reports as specified in individual Task Orders. In addition:
    a. For all awarded Task Orders, the contractor shall provide a Final Summary Report to the CO within 30 days after completion of the work. The report shall include monthly waste shipments identifying weights, volumes, source, radionuclide content/characterization data, treatment methods, certificates of disposal/destruction, and Waste Profile Record results. Any material, including weights volume and source, received that did not meet the BSFR requirements, and the disposition of the material
    b. Annually, if performance under Task Orders occurred within the year, the Contractor shall provide a Waste Treatment Report to the CO and the EM Office of Waste Disposal (EM-4.22) documenting the Contractor's performance under all open Task Orders.

Non-Conformance:

33. Non-conforming waste means waste that is noncompliant with Contractor's license,

permits, regulations (whether federal, state, Local), WAC, procedures, or approved waste profile. Upon receipt of Non-Conformance determinations from the Contractor, the DCO, in consultation with the DCOR, will concur with the determination or issue alternate direction.

34. The Contractor shall have no obligation to receive, handle, store, or release any nonconforming waste material delivered to the Contractor's facility which is defined as: material delivered that does not comply with the Contractor's licenses, permits or regulations, and/or that does not comply with the Waste Generator's Waste Profile (e.g., manifesting errors, failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a "Notice to Transport"). Upon receipt of Non-Conformance determinations from the Contractor, the DCO, in consultation with the DCOR, will concur with the determination or issue alternate direction.

35. Upon delivery to the Contractor's facility, if the loaded transport vehicle, containers, or waste do not conform to the requirements of the Contractor's licenses or permits, or DOT, Title 49 CFR – Transportation, the Waste Generator's Waste profile, or arrive damaged, the Contractor shall notify the Ordering Activity/Waste Generator with 24 hours by telephone (to be followed by written notification within 48 hours) of the discovery for negotiation of a resolution. Non-conforming items may be identified upon receipt of the transport vehicle, during or after unloading, during sampling and/or treatment. Resolution may be, but is not limited to the following:

    a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.
    b. The Ordering Activity/Waste Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator's expense.
    c. Ordering Activity/Waste Generator may direct an alternative course of action.
    d. Either party may negotiate a rejection of the shipment.
    e. The costs incidental to returning the shipment shall be borne by the Ordering Activity/Waste Generator.
    f. The parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the provisions of this BOA.

36. Any waste that fails to meet landfill WAC or applicable DOE authorized limits due to some error, fault or oversight of the Contractor, as determined by the DCO, shall be processed by the Contractor at no additional cost to DOE until the waste qualifies for release or disposal. If all reasonable attempts to process the waste fail, the facility shall prepare the waste for return to DOE for storage. For fixed price Task Orders, the Contractor shall bear all processing expense for any waste that the Contractor is unable to treat subsequent to Task Order issuance. After successful treatment by the Contractor's subcontractor/vendor, the Contractor may invoice for the originally negotiated price.

37. If the Contractor cannot release the material to the BSFR criteria and DOE authorized limit if applicable through no fault of the Contractor, as determined by the DCO, the LLW shall be disposed of at an appropriate LLW facility, at DOE's expense, as agreed to by the Ordering Activity/Waste Generator and Contractor. In the case where the Ordering Activity/Waste Generator is at fault for inadequate or faulty waste characterization data, as determined by the DCO, the Ordering Activity/Waste Generator is responsible for costs to further characterize and treat the waste. The Ordering Activity/Waste Generator may request that the BSFR facility return the waste to the originating site, with associated waste data, or to some mutually agreed-to destination, at the Ordering Activity/Waste Generator's expense.

C.4.3 Develop and Assess Alternative Disposition Strategies (Recycle/Reuse)

The Federal Government, in particular the DOE, has an indeterminate amount of potentially contaminated radioactive material that could be recycled or reused after decontamination, beneficially reused as material containing residual radioactive material. The material (steel and lead) is in the form of small to large pieces of metal, blocks bricks, sheet stock, structural steel beams and panels, equipment, and vehicles.

The Federal Government does not have the capacity to process these materials and desires to buy treatment and processing services resulting in reutilization of these materials by DOE or commercial entities.

The Contractor shall disposition the material by decontamination, sorting, segregating, or by other means. The requirements shall be specified in each task order.

Licenses, Permits and Regulatory:

1. The Contractor shall possess and maintain appropriate licenses and permits as required by federal, state and local laws and ordinances that enable recycle or reuse. All materials shall be released in accordance with applicable laws, regulations.

2. The Contractor shall comply with federal, state and local requirements for all activities performed at its facility. It is anticipated that only minimal decontamination processing to expedite handling, loading, and transporting of the material will be permitted at the federal work site. Material located at the Contractor's facilities shall be managed and regulated in accordance with the terms and conditions of its NRC or NRC Agreement State license.

3. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits.

Title to Waste/Material:

4. Wastes to be treated were generated at Government facilities, or have a nexus under DOE contracts, whereby DOE retains responsibility for the nuclear materials or waste. Title to the waste shall pass from the Ordering Activity to the recycle/reuse facility upon the Contractor's issuance of a "Certificate of Release," regardless of when or where the facility takes physical possession.

5. The Ordering Activity/waste generator shall have rights to recovery of any material contained in the waste material and its potential value as specified in the Task Order. Documentation shall be provided to the Ordering Activity/material generator and the DCO within 15 days.

6. Characterization and treatment residues are the responsibility (title) of the Contractor to further treat and dispose of unless otherwise explicitly addressed in the Task Order

Transportation:

7. The Ordering Activity/Waste Generator is responsible for the transportation of the material unless otherwise specified in the Task Order.

8. All waste or materials shipped from the Ordering Activity/Waste Generator on an individual shipping manifest shall be considered a "shipment".

9. Upon acceptance and/or approval of Ordering Activity/Waste Generator supplied information specific to the waste stream to be accepted by the waste treatment provider, the Contractor will issue a Notice to Transport to the waste generator within five days.

10. The Contractor shall provide services to survey vehicles used to transport the material to and from the Contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure. The Contractor shall perform exposure, release decontamination and transportation surveys in accordance with its Radioactive Material License and 49 CFR – Transportation, and certify meeting release criteria. The Contractor shall maintain a record of all surveys. A copy shall be forwarded to the DCO and the material generator shipping the material upon request.

11. The Contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider. The Contractor shall provide packaging and shipping instructions for transport of the treated waste to the designated destination, in accordance with appropriate laws, regulations and guidelines.

Receipt of Waste and Material:

12. The Contractor's Shipment Delivery Scheduler, responsible for scheduling shipments

from the Ordering Activity/Material Generators and for receipt of the DOT advanced shipment notifications, is identified in Section G, *Contract Administration Data*. The shipment documentation required under the Task Orders includes:

a. Notice of Delivery: Not less than five working days prior to the shipping date of each material stream shipment, the Contractor will be provided the following from the Ordering Activity/Material Generator:
    i. The 5 Working Day Shipment Notification form;
    ii. The Special Nuclear Material Exemption Certification form, if applicable (required when U 235, U-233, Pu-236, and Pu-238 through Pu-244 are present in the material);
    iii. A copy of the Material Profile form for each material stream to be released;
    iv. A copy of the Shipment Manifest documentation, and DOE and State forms.
b. Arrival Confirmation: Upon receipt of the above items, the Shipment Delivery Scheduler shall provide to the Ordering Activity/Material Generator and DCO a date for delivery of the shipment and an Arrival Confirmation Number.

Note: The above listed items (a.-b.) will be provided to the Contractor by e-mail, mail, or facsimile.

13. The Contractor shall unload the material using appropriate safety standards, guidelines, facility procedures and in accordance with its licenses, permits, and federal, state, and local laws and ordinances.

14. In the event that the Contractor discovers that the transportation vehicle, rail car, containers, packaging, and/or markings of the delivered material has failed to meet the U.S. DOT requirements under Title 49 CFR – Transportation, or any other applicable requirements, the Contractor shall document the infraction and notify the Ordering Activity/Material Generator and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance.

15. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 24 hours of discovery and in writing in 48 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.

Operations:

16. The Contractor shall complete all appropriate recycle/reuse functions within the prices established in the Task Orders while adhering to schedule requirements and all applicable DOE and regulatory requirements.

17. All commercial TSDFs are required to be audited annually (currently most facilities

performing services for DOE rely on the DOECAP). DOECAP may also be used as the vehicle for other DOE or EM reviews deemed appropriate or required. The Contractor shall allow reasonable site access to personnel for these purposes.

18. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste acceptance criteria. Preferably, the Contractor will use DOECAP-Accreditation Program laboratories.

19. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of the Task Orders. Notification of existing damage to conveyances received shall be provided to the Ordering Activity/ Material Generator, and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance. Notification of damage shall also be provided to the Ordering Activity/Waste Generator and DCO verbally within 24 hours, and in writing within 48 hours of occurrence. Contractor notification as required by this paragraph, may be issued by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.

20. The recycle/reuse facility shall properly treat and dispose of all byproduct, residual and secondary waste (if any) in compliance with federal, state and local regulations and permits.

Reporting Requirements:

21. Upon request, all documentation, records, and modifications, shall be submitted to the DCO within 48 hours.

22. The Contractor shall promptly (within 48 hours) respond to questions regarding documentation and reports. These associated costs shall be included in the Task Orders' prices.

23. The Contractor shall provide the Ordering Activity/Material Generator or DCO a copy of the Certification of Release.

24. As requested by the DCO, the Contractor shall provide complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, Waste Acceptance Criteria (WAC), and any other authorizations, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc., documenting that the contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this BOA.

25. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste

acceptance criteria. Preferably, the Contractor will use DOECAP-Accreditation Program laboratories. Reference the Energy.gov Analytical Services Program site for the most recent listing of accredited laboratories (https://www.energy.gov/ehss/environmental-policy-and-assistance/analytical-services-program.

26. Use of non-DOECAP accredited laboratories shall be at the sole discretion of the CO after consultation with DOECAP, and the Project Manager. DOE's decision to allow Contractors to use non-DOECAP accredited laboratories will factor in the ability to ensure the accuracy and defensibility of data generated by the laboratory, and the ability to track the final disposition of laboratory samples.

27. If providing treatment, processing or disposal services, the Contractor shall participate in the DOECAP, unless approved to do otherwise in writing by the DCO. For BOA holders without a prior DOECAP review, or a new service not previously reviewed by DOECAP, the BOA holder shall allow for an initial review for DOE screening purposes of acceptability of operations to place the Task Order, and for future more in depth review by DOECAP.

28. For all NOVs issued by regulatory agencies that may impact release of materials, the Contractor shall verbally notify the DCO within 24 hours upon discovery, and in writing within 48 hours. If any DOE material stream is involved or impacted, the Contractor will provide the NOV documentation. The contractor is responsible for penalties assessed against the government if the contractor is responsible for the violation, as determined by the DCO.

29. Any vehicle contamination will be reported to the Ordering Activity/Material Generator and DCO within 24 hours by telephone upon discovery, and in writing within 48 hours for determination of corrective action prior to decontamination and vehicle release. Copies of survey reports shall be forwarded to the Ordering Activity/Material Generator and DCO in cases where readings are above the Contractor's Radioactive Material License or DOT release criteria.

30. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 24 hours upon discovery, and in writing 48 hours after discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.

31. The Contractor shall provide reports as specified in individual Task Orders. In addition:

    a. For all awarded Task Orders, the contractor shall provide a Final Summary Report to the CO within 30 days after completion of the work. The report shall include monthly waste shipments identifying weights, volumes, source, radionuclide content/characterization data, treatment methods, certificates of disposal/destruction, and Waste Profile Record results.

b. Annually, if performance under Task Orders occurred within the year, the Contractor shall provide a Waste Treatment Report to the CO and the EM Office of Waste Disposal (EM-4.22) documenting the Contractor's performance under all open Task Orders.

Non- Conformance:

32. Non-conforming waste means waste that is noncompliant with Contractor's license, permits, regulations (whether federal, state, local), WAC, procedures, or approved waste profile. Upon receipt of Non-Conformance determinations from the Contractor, the DCO, in consultation with the DCOR, will concur with the determination or issue alternate direction.

33. The Contractor shall have no obligation to receive, handle, store, or release any nonconforming material delivered to the Contractor's facility which is defined as: material delivered that does not comply with the Contractor's licenses, permits or regulations, and/or that does not comply with the Material Generator's Waste Profile (e.g., manifesting errors, contamination results from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a "Notice to Transport"). Upon receipt of Non-Conformance determinations from the Contractor, the DCO, in consultation with the DCOR, will concur with the determination or issue alternate direction.

34. Upon delivery to the Contractor's facility, if the loaded transport vehicle, containers, or waste do not conform to the requirements of the Contractor's licenses or permits, or DOT, Title 49 CFR-Transportation , the Material Generator's Waste profile, or arrive damaged, the Contractor shall notify the Ordering Activity/ Material Generator with 24 hours by telephone (to be followed by written notification within 48 hours) of the discovery for negotiation of a resolution. Non-conforming items may be identified upon receipt of the transport vehicle, during or after unloading, during sampling and/or treatment. Resolution may be, but is not limited to, the following:

    a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.

    b. Ordering Activity/Material Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator's expense.

    c. Ordering Activity/ Material Generator may direct an alternative course of action.

    d. Either party may negotiate a rejection of the shipment.
    e. After second attempt at treatment and failure to meet Land Disposal Restrictions, the parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the provisions of this BOA.

34. Any waste or material that fails to meet restricted or unrestricted release criteria due to some error, fault or oversight of the recycle/reuse contractor, as determined by the DCO, shall be processed by the recycle/reuse Contractor at no additional cost to DOE until the material waste qualifies for release or disposal. If all reasonable attempts to process the material fail, the Contractor shall prepare the material for return to DOE for storage. For fixed price Task Orders, the Contractor shall bear all processing expense for any waste that the Contractor is unable to treat subsequent to Task Order issuance. After successful treatment by the Contractor's subcontractor/vendor, the Contractor may invoice for the originally negotiated price.

35. If the Contractor, through no fault of its own, cannot release the material to its permit and licensing criteria requirements as determined by the DCO, the material shall be managed at an appropriate M/LLW facility, at DOE's expense, as agreed to by the Ordering Activity/Material Generator and the Contractor. In the case where the Ordering Activity/Material Generator is at fault for inadequate or faulty material characterization data, as determined by the DCO, the Ordering Activity/Material Generator is responsible for costs to further characterize and treat the waste. The Ordering Activity/Material Generator may request that the recycle/reuse Contractor return the waste to the originating site, with associated waste data, or to some mutually agreed-to destination, at the Ordering Activity/Material Generator's expense.

C.4.4 LAW Services

LAW services consists of the Contractor surveying, sampling, and otherwise evaluating wastes potentially containing low concentrations of residual radioactive material for alternative disposition to an approved landfill that is not necessarily a LLW landfill. Depending on the specific licenses and permits held by the Contractor, RCRA and TSCA regulated wastes are not precluded from the LAW Services process.

Once the Contractor determines the wastes meets its approved authorized release criteria, the LAW is then transferred under its license authority for directed disposal to an approved landfill. This disposal alternative for LAW shall remain under stringent regulatory controls and shall be determined by the Contractor's regulators to be protective of the worker, the public, and the environment.

DOE recognizes Atomic Energy Act (AEA) authority equivalencies for activities regulated by the Nuclear Regulatory Commission (NRC) or regulated by an NRC Agreement State under NRC AEA delegated authorities including the authorized release process. DOE will perform an initial evaluation of the LAW program as part of the initial contract award and subsequently afterwards under the DOECAP audits annually. The Contractor shall submit sufficient documentation for DOE to evaluate the adequacy of its LAW program during these evaluations.

The Contractor conducting these radiological authorized release activities must develop and implement a documented program which addresses compliance with the specific requirements in the LAW licensed program that are relevant to the particular activities being conducted.

(1) The program, (documented by the Contractor‘s plans, procedures, protocols and other documents developed to implement the relevant requirements) must be tailored to these activities and reflect a graded approach commensurate with the hazard or risk to the public and the environment resulting from the Contractor’s LAW operations.

(2) Where long-term stewardship and institutional controls for protection of the public and the environment are necessary to meet the specific requirements in the Contractor’s license, the Contractor must ensure that the need for the controls is documented and maintained and to the extent the Contractor is responsible, implement the controls. If the Contractor is not responsible for implementation of the controls, the Contractor must provide reasonable assurance that necessary controls are being implemented by the responsible party prior to conducting activities that can affect the public or the environment.

Regardless of the performer of the work, the Contractor under its licensed authority is responsible for complying with the requirements of this contract and flowing down those requirements to subcontractors at any tier to the extent necessary to ensure Contractor compliance with its license requirements.

Licenses, Permits and Regulatory:

1. The Contractor shall possess, and maintain appropriate licenses and permits as required by federal, state and local laws and ordinances that enable LAW Services. All waste shall be released in accordance with applicable laws and regulations. LAW shall meet the waste acceptance criteria of the approved landfill.

2. The Contractor shall, without additional expense to the Government, be responsible for complying with any federal, state, and municipal laws, codes, and regulations applicable for the facilities and equipment required to accomplish the applicable scope of work.

3. The Contractor shall comply with federal, state and local requirements for all activities performed at its facility. It is anticipated that only minimal decontamination processing to expedite handling, loading, and transporting of the material will be permitted at the federal work site. Material located at the Contractor’s facilities shall be managed and regulated in accordance with the terms and conditions of its NRC or NRC Agreement State license.

4. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits.

Title to Waste/Materials:

5. Wastes to be treated were generated at Government facilities, or have a nexus under DOE contracts, whereby DOE retains responsibility for the nuclear materials or waste.

6. Title to the material shall pass from the Ordering Activity/Waste Generator to the Contractor upon the Contractor's issuance of a "Certification of Release," regardless of when or where the Contractor takes physical possession. The Ordering Activity/Waste Generator shall have no rights to recovery of any material contained in the waste material nor any credit for its potential value, unless specifically specified in the Task Order. Documentation shall be provided to the Ordering Activity/Waste Generator and the DCO within 15 days.

7. If the Contractor cannot release the material to the LAW criteria and DOE authorized limit if applicable through no fault of the Contractor, as determined by the DCO, the LLW shall be disposed of at an appropriate LLW facility, at DOE's expense, as agreed to by the Ordering Activity/Waste Generator and the LAW Services facility. In the case where the Ordering Activity/Waste Generator is at fault for inadequate or faulty waste characterization data, as determined by the DCO, the Ordering Activity/Waste Generator is responsible for costs to further characterize and treat the waste. The Ordering Activity/Waste Generator may request that the LAW Services facility return the waste to the originating site, with associated waste data, or to some mutually agreed-to destination, at the Ordering Activity/Waste Generator's expense.

8. All invoices for LAW Services must be submitted with a Certificate of Disposal from the receiving disposal facility; and a signed statement from the Contractor stating that all LAW received at its facility under the task order has been compliantly transferred to that disposal facility per its approved LAW program.

Transportation:

9. The Ordering Activity/Waste Generator is responsible for the transportation of the waste unless otherwise specified in the Task Order.

10. All waste/ shipped from the Ordering Activity/Waste Generator on an individual shipping manifest shall be considered a "shipment" under the terms of a Task Order.

11. Upon acceptance and/or approval of waste generator supplied information specific to the waste stream to be accepted, the Contractor will issue a Notice to Transport to the waste generator within 5 days.

12. The Contractor shall provide services to survey vehicles used to transport the wastes to and from the Contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure. The Contractor shall perform exposure, release decontamination and transportation surveys in accordance with its

Radioactive Material License and 49 CFR – Transportation, and vehicles shall be certified free of contamination exceeding release criteria. The Contractor shall maintain a record of all surveys. A copy shall be forwarded to the DCO and the waste generator shipping the waste upon request.

13. The Contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider. The Contractor shall provide packaging and shipping instructions for transport of the treated waste to the designated destination, in accordance with appropriate laws, regulations and guidelines.

Receipt of LAW:

14. The Contractor's Shipment Delivery Scheduler, responsible for scheduling shipments from the Ordering Activity/Waste Generators and for receipt of the DOT advanced shipment notifications, is identified in Section G, *Contract Administration Data*. The shipment documentation required under the Task Orders includes:

    a. Notice of Delivery: Not less than five working days prior to the shipping date of each waste stream shipment, the Contractor will be provided the following from the Ordering Activity/Waste Generator:

        1. The 5 Working Day Shipment Notification form;
        2. The Special Nuclear Material Exemption Certification form, if applicable (required when U-235, U-233, Pu-236, and Pu-238 through Pu-244 are present in the waste);
        3. A copy of the Waste Profile form for each waste stream to be released;
        4. A copy of the Waste Shipment Manifest documentation, e.g., (NRC Forms 540 (Uniform Low-Level Radioactive Waste Manifest (Shipping Paper)), 541 (Uniform Low-Level Radioactive Waste Manifest (Container and Waste Description)), 542 (Uniform Low-Level Radioactive Waste Manifest (Manifest Index and Regional Compact Tabulation)), DOE and State forms.

    b. Arrival Confirmation: Upon receipt of the above items, the Shipment Delivery Scheduler shall provide to the Ordering Activity/Waste Generator and DCO a date for delivery of the shipment and an Arrival Confirmation Number.

    Note: The above listed items (a.-b.) will be provided to the Contractor by e-mail, mail, or facsimile.

15. The Contractor shall unload the LAW using appropriate safety standards, guidelines, facility procedures and in accordance with its licenses, permits, and federal, state, and local laws and ordinances.

16. In the event that the Contractor discovers that the transportation vehicle, rail car, containers, packaging, and/or markings of the delivered waste material has failed to meet the U.S. DOT requirements under Title 49 CFR – Transportation, or any other applicable requirements, the Contractor shall document the infraction and notify the Ordering Activity/Waste Generator and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance.

17. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 24 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments. The Contractor shall provide written notification within 48 hours.

Operations:

18. The Contractor shall not co-mingle DOE waste with waste from non-DOE Waste Generators. The Contractor shall complete all appropriate LAW services functions within the prices established in the Task Orders while adhering to schedule requirements and all applicable DOE and regulatory requirements.

19. All commercial TSDFs are required to be audited annually (currently most facilities performing services for DOE rely on the DOECAP). DOECAP may also be used as the vehicle for other DOE or EM reviews deemed appropriate or required. The Contractor shall allow reasonable site access to personnel for these purposes.

20. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste acceptance criteria. Preferably, the Contractor will use DOECAP-Accreditation Program laboratories. Use of non-DOECAP accredited laboratories shall be at the sole discretion of the CO after consultation with DOECAP, and the Project Manager. DOE's decision to allow Contractors to use non-DOECAP accredited laboratories will factor in the ability to ensure the accuracy and defensibility of data generated by the laboratory, and the ability to track the final disposition of laboratory samples.

21. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of the Task Order. Notification of existing damage to conveyances received under this BOA shall be provided to the Ordering Activity/Waste Generator and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance. Notification of damage shall also be provided to the Ordering Activity/Waste Generator and DCO verbally within 24 hours, and in writing within 48 hours of occurrence. Contractor notification as required by this paragraph, may be issued by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.

22. The LAW Services Contractor shall properly treat and dispose of all byproduct, residual and secondary waste (if any) in compliance with Federal and state regulations and permits and DOE authorized limits.

Reporting Requirements:

23. Upon requested, all documentation, records, and modifications, shall be submitted to the DCO within 48 hours.

24. The Contractor shall promptly (within 48 hours) respond to questions regarding documentation and reports.

25. Upon request, the Contractor shall provide the Ordering Activity/Waste Generator or DCO with a copy of the Certification of Release and Certificate of Disposal, as applicable.

26. As requested by the DCO, the Contractor shall provide complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, Waste Acceptance Criteria (WAC), and any other authorizations, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc., documenting that the Contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this BOA.
27. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste acceptance criteria. Preferably, the Contractor will use DOECAP-Accreditation Program laboratories. Reference the Energy.gov Analytical Services Program site for the most recent listing of accredited laboratories (https://www.energy.gov/ehss/environmental-policy-and-assistance/analytical-services-program.)
28. Use of non-DOECAP accredited laboratories shall be at the sole discretion of the CO after consultation with DOECAP, and the Project Manager. DOE's decision to allow Contractors to use non-DOECAP accredited laboratories will factor in the ability to ensure the accuracy and defensibility of data generated by the laboratory, and the ability to track the final disposition of laboratory samples.

29. For all NOVs issued by regulatory agencies that may impact release of waste, the Contractor shall verbally notify the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. If any DOE waste stream is involved or impacted, the Contractor will provide the NOV documentation. The contractor is responsible for penalties assessed against the government if the contractor is responsible for the violation, as determined by the DCO.

30. Any vehicle contamination will be reported to the Ordering Activity/Waste Generator and DCO within 24 hours by telephone upon discovery, and in writing within 48 hours for determination of corrective action prior to decontamination and vehicle release. Copies

of survey reports shall be forwarded to the Ordering Activity/Waste Generator and DCO in cases where readings are above the Contractor's Radioactive Material License or DOT release criteria.

31. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 48 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.

32. The Contractor shall provide reports as specified in individual Task Orders. In addition:
    a. For all awarded Task Orders, the contractor shall provide a Final Summary Report to the CO within 30 days after completion of the work. The report shall include monthly waste shipments identifying weights, volumes, source, radionuclide content/characterization data, treatment methods, certificates of disposal/destruction, and Waste Profile Record results.
    b. Annually, if performance under Task Orders occurred within the year, the Contractor shall provide a Waste Treatment Report to the CO and the EM Office of Waste Disposal (EM-4.22) documenting the Contractor's performance under all open Task Orders.

Non-Conformance:

33. Non-conforming waste means waste that is noncompliant with Contractor's license, permits, regulations (whether federal, state, local), WAC, procedures, or approved waste profile. Such determination shall be made by the DCO.

34. The Contractor shall have no obligation to receive, handle, store, or release any nonconforming waste material delivered to the Contractor's facility which is defined as: material delivered that does not comply with the Contractor's licenses, permits or regulations, and/or that does not comply with the Waste Generator's Waste Profile (e.g., manifesting errors , contamination in excess of applicable criteria levels for release to the public, resulting from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a "Notice to Transport"). Upon receipt of Non-Conformance determinations from the Contractor, the DCO, in consultation with the DCOR, will concur with the determination or issue alternate direction.

35. Upon delivery to the Contractor's facility, if the loaded transport vehicle, containers, or waste do not conform to the requirements of the Contractor's licenses or permits, or DOT, Title 49 CFR – Transportation, the Waste Generator's Waste profile, or arrive damaged, the Contractor shall notify the Ordering Activity/Waste Generator with 24 hours by telephone (to be followed by written notification within 48 hours) of the discovery for negotiation of a resolution. Non-conforming items may be identified upon receipt of the transport vehicle, during or after unloading, during sampling and/or treatment. Resolution

may be, but is not limited to the following:

a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.
b. The Ordering Activity/Waste Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator's expense.
c. Ordering Activity/Waste Generator may direct an alternative course of action.
d. Either party may negotiate a rejection of the shipment.
e. The costs incidental to returning the shipment shall be borne by the Ordering Activity/Waste Generator.
f. After second attempt at treatment and failure to meet Land Disposal Restrictions, the parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the provisions of this BOA.

36. Any waste that fails to meet landfill WAC or applicable DOE authorized limits due to some error, fault or oversight of the LAW Services Contractor, as determined by the DCO, shall be processed by the Contractor at no additional cost to DOE until the waste qualifies for release or disposal. If all reasonable attempts to process the waste fail, the facility shall prepare the waste for return to DOE for storage. The LAW Services Contractor shall bear all processing expense for any waste that the Contractor is unable to release due to no fault or error of its own. The Contractor shall refund any partial payment that may have been paid within ten days of shipment of the waste to the Ordering Activity/Waste Generator.

37. If the Contractor cannot release the material to the LAW criteria and DOE authorized limit if applicable through no fault of the Contractor, as determined by the DCO, the LLW shall be disposed of at an appropriate LLW facility, at DOE's expense, as agreed to by the Ordering Activity/Waste Generator and the LAW Services facility. In the case where the Ordering Activity/Waste Generator is at fault for inadequate or faulty waste characterization data, as determined by the DCO, the Ordering Activity/Waste Generator is responsible for costs to further characterize and treat the waste. The Ordering Activity/Waste Generator may request that the LAW Services facility return the waste to the originating site, with associated waste data, or to some mutually agreed-to destination, at the Ordering Activity/Waste Generator's expense.

C.4.5 <u>Ancillary Services:</u>

DOE requires ancillary services in conjunction with other services to this BOA which would allow turnkey services from the point of the ordering activity (generator), treatment/processing at the BOA holders facilities, and to the final location the materials are transported to; storage facility, disposal facility, DOE originator, or entity reusing the treated/processed materials.

As part of the ancillary services the Contractor shall provide task-based treatment support services, including, but not limited to: packaging, preparation of shipping manifest and Bill of Lading, transportation of materials and equipment, activities to address package non-compliances (e.g., use of overpacks), interim storage, transportation services, regulatory report writing, data analysis, waste profile preparation, variance requests, assessments, verification, technical oversight of MLLW/LLW activities, and technical support.

Ancillary Services may also include the following:

1. Engineering services for use of, or modification of Safety Analysis Reports for Type B shipping packages.

2. Assistance to DOE for preparation of an Authorized Release (this may include developing necessary documentation for waste characterization and disposal planning, receiving required DOE concurrences and approvals, sampling the waste, performing analyses to justify release, etc.). The Ordering Activity/Waste Generator will specify requirements at the Task Order level, which may include disposal services (as discussed in C.4.5.1 below)

3. Long-term management and storage of elemental mercury (up to 2,800 metric tons (MT) of elemental mercury) in support of the DOE's responsibilities under the Mercury Export Ban Act (MEBA) (P.L. 110-414), and as amended by the Lautenberg Chemical Safety for the 21st Century Act (the Act). The Contractor shall be responsible for furnishing personnel, labor, facilities, office furniture, equipment, material, services, and supplies for personnel (except as set forth in this task order to be furnished by DOE or others), and otherwise perform work in a safe, integrated, effective, and efficient manner in accordance with the terms and conditions of the BOA and Task Order as well as support for the acquisition of any permits that may be required.

Licenses, Permits and Regulatory:

4. The Contractor shall possess and maintain appropriate licenses and permits as required by federal, state and local laws and ordinances that enable receipt, storage and treatment of LLW and/or MLLW.

5. All waste shall be managed in accordance with applicable laws and regulations. Treated waste shall meet the WAC and the Land Disposal Restriction treatment standards (MLLW only) of the designated disposal facility.

6. The Contractor shall comply with federal requirements for all activities performed at its facility. It is anticipated that only minimal decontamination processing to expedite handling, loading, and transporting of the material will be permitted at the federal work site. Material located at the Contractor's facilities shall be managed and regulated in accordance with the terms and conditions of its NRC or NRC Agreement State license.

7. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits.

Title to Waste/Material:

8. Wastes to be treated were generated at Government facilities, or have a nexus under DOE contracts, whereby DOE retains responsibility for the nuclear materials or waste. In this section, "title" includes legal title, risk of loss, and all other incidents of ownership.

9. Responsibility for the waste remains with the Ordering Activity/Waste Generator throughout treatment and transportation to the waste disposal site. For material being sent to a recycle/reuse facility, title will pass upon the Contractor's issuance of a "Certification of Release" regardless of when or where the facility takes physical possession.

10. Characterization and treatment residues are the responsibility (title) of the Contractor to further treat and dispose of unless otherwise explicitly addressed in the Task Order.

Transportation:

11. The Ordering Activity/Waste Generator is responsible for the transportation of the waste unless otherwise specified in the Task Order.

12. All waste/ shipped from the Ordering Activity/Waste Generator on an individual shipping manifest shall be considered a "shipment" under the terms of a Task Order.

13. Upon acceptance and/or approval of waste generator supplied information specific to the waste stream to be accepted, the Contractor will issue a Notice to Transport to the waste generator within five days.

14. The Contractor shall provide services to survey vehicles used to transport the wastes to and from the Contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure. The Contractor shall perform exposure, release decontamination and transportation surveys in accordance with its Radioactive Material License and 49 CFR – Transportation, and vehicles shall be certified free of contamination exceeding release criteria. The Contractor shall maintain a record of all surveys. A copy shall be forwarded to the DCO and the waste generator shipping the waste upon request.

15. The Contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider. The Contractor shall provide packaging and shipping instructions for transport of the treated waste to the designated destination, in accordance with appropriate laws, regulations and guidelines.

Receipt of LLW or MLLW:

16. The Contractor's Shipment Delivery Scheduler, responsible for scheduling shipments from the Ordering Activity/Waste Generators and for receipt of the DOT advanced shipment notifications is identified in Section G, *Contract Administration Data*. The shipment documentation required under the Task Orders includes:

a. Notice of Delivery: Not less than five working days prior to the shipping date of each waste stream shipment, the Contractor will be provided the following from the Ordering Activity/Waste Generator (except when the treatment Contractor is also the transporter):

(1) The 5 Working Day Shipment Notification form;
(2) The Special Nuclear Material Exemption Certification form, if applicable (required when U-235, U-233, Pu-236, and Pu-238 through Pu-244 are present in the waste);
(3) A copy of the Waste Profile form for each waste stream to be released;
A copy of the Waste Shipment Manifest documentation, e.g., (NRC Forms 540 (Uniform Low-Level Radioactive Waste Manifest (Shipping Paper)), 541 (Uniform Low-Level Radioactive Waste Manifest (Container and Waste Description)), 542 (Uniform Low-Level Radioactive Waste Manifest (Manifest Index and Regional Compact Tabulation)), DOE and State forms.

b. Arrival Confirmation: Upon receipt of the above items, the Shipment Delivery Scheduler shall provide to the Ordering Activity/Waste Generator and DCO a date for delivery of the shipment and an Arrival Confirmation Number.

Note: The above listed items (a.-b.) will be provided to the Contractor by e-mail, mail, or facsimile.

17. In the event that the Contractor discovers that the transportation vehicle, rail car, containers, packaging and/or markings of the delivered waste or material has failed to meet the U.S. DOT requirements under Title 49 CFR – Transportation, or any other applicable requirements, the Contractor shall document the infraction and notify the Ordering Activity/Waste Generator and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance.

18. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 48 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments

Operations:

19. The Contractor shall not co-mingle DOE waste with waste from non-DOE Waste Generators.

20. All commercial TSDFs are required to be audited annually. Currently most DOE facilities and subcontractors who are needing to perform a review of such commercial facilities rely on the DOE Consolidated Audit Program (DOECAP) as the reviewing activity for DOE. The Contractor shall allow reasonable site access to personnel, facilities and records for these purposes. The Contractor shall address each evaluation finding and document corrective action plans for each finding within 30 days of a DOECAP audit.

21. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste acceptance criteria. Preferably, the Contractor will use DOECAP-Accreditation Program laboratories.

22. The Contractor shall treat the LLW and/or MLLW, and any secondary waste generated as a result of treatment in accordance with the time limitations specified in the Contractor's permits, licenses, and applicable federal, state and local requirements. The Contractor shall notify the Waste Generator/Ordering Activity in writing within sixty (60) days prior to exceeding any storage limit.

23. The Contractor shall complete all appropriate treatment, packaging, and certification functions within the provisions established in this BOA and the conditions and pricing in the Task Orders while adhering to schedule requirements and all DOE and regulatory requirements.

24. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of a Task Order. Notification of existing damage to conveyances received shall be provided to the Ordering Activity/Waste Generator, and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance. Notification of damage shall also be provided to the Ordering Activity/Waste Generator and DCO verbally within 24 hours, and in writing within 48 hours of occurrence. Contractor notification as required by this paragraph, may be issued in writing by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.

25. The Contractor shall properly treat and dispose of all byproduct, residual and secondary waste in compliance with federal, state and local regulations and permits.

26. The Contractor shall treat the LLW and/or MLLW, and any secondary waste generated as a result of treatment in accordance with the time limitations specified in the Contractor's permits, licenses, and applicable federal, state and local requirements. The Contractor

shall notify the Waste Generator/Ordering Activity in writing at within sixty (60) days prior to exceeding any storage limit. The Contractor shall arrange for a compliant alternate storage location, if required, and shall be responsible for all expenses incurred as a result of transporting and storing DOE's waste until returned to DOE for final disposal. In the case where the treatment Contractor is not at fault, as determined by the DCO, the Ordering Activity/Waste Generator shall be responsible for applicable expenses incurred as a result of the delay.

Reporting Requirements:

27. As requested by the DCO, the Contractor shall provide complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, WAC, and any other authorizations, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc., documenting that the Contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this BOA.

28. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste acceptance criteria. Preferably, the Contractor will use DOECAP-Accreditation Program laboratories. Reference the Energy.gov Analytical Services Program site for the most recent listing of accredited laboratories (https://www.energy.gov/ehss/environmental-policy-and-assistance/analytical-services-program.

29. If providing treatment, processing or disposal services, the Contractor shall participate in the DOECAP, unless approved to do otherwise in writing by the DCO. For BOA holders without a prior DOECAP review, or a new service not previously reviewed by DOECAP, the BOA holder shall allow for an initial review for DOE screening purposes of acceptability of operations to place the Task Order, and for future more in depth review by DOECAP.

30. Use of non-DOECAP accredited laboratories shall be at the sole discretion of the CO after consultation with DOECAP, and the Project Manager. DOE's decision to allow Contractors to use non-DOECAP accredited laboratories will factor in the ability to ensure the accuracy and defensibility of data generated by the laboratory, and the ability to track the final disposition of laboratory samples.

31. The Contractor shall document treatment performed and provide a certification that it is complete and the waste meets land disposal restrictions and provide this documentation to the Ordering Activity/Waste Generator within 30 working days of completion of treatment.

32. All vehicle contamination exceeding release criteria shall be identified. A listing of any deviated or rejected shipments during the period including any corrective action (e.g.,

treatment of nonconforming waste for excess moisture) performed by the Contractor; compliance, permitting or regulatory problems and resolution for the previous quarter; and occurrences or events, which adversely affected treatment operations and their associated impact on operations and scheduled receipt or treatment.

33. For all Notice of Violations (NOVs) issued by regulatory agencies that may impact treatment of waste, the Contractor shall verbally notify the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. If any DOE waste stream is involved or impacted, the Contractor shall provide the NOV documentation. The contractor is responsible for penalties assessed against the government if the contractor is responsible for the violation, as determined by the DCO.

34. The Contractor shall provide reports as specified in individual Task Orders. In addition,
    a. For all awarded Task Orders, the contractor shall provide a Final Summary Report to the CO within 30 days after completion of the work. The report shall include monthly waste shipments identifying weights, volumes, source, radionuclide content/characterization data, treatment methods, certificates of disposal/destruction, and Waste Profile Record.
    b. Annually, if performance under Task Orders occurred within the year, the Contractor shall provide a Waste Treatment Report to the CO and the EM Office of Waste Disposal (EM-4.22) documenting the Contractor's performance under all open Task Orders.

Non-Conformance:

35. Non-conforming waste means waste that is noncompliant with Contractor's license, permits, regulations (whether federal, state, local), WAC, procedures, or approved waste profile. Upon receipt of Non-Conformance determinations from the Contractor, the DCO, in consultation with the DCOR, will concur with the determination or issue alternate direction.

36. The Contractor shall have no obligation to receive, handle, store, or treat any nonconforming waste material delivered to the Contractor's facility which is defined as: material delivered that does not comply with the Contractor's licenses, permits or regulations,–profile (e.g., manifesting errors, contamination resulting from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a "Notice to Transport"). Upon receipt of Non-Conformance determinations from the Contractor, the DCO, in consultation with the DCOR, will concur with the determination or issue alternate direction.

37. Upon delivery to the Contractor's facility, if the loaded transport vehicle, containers or waste do not conform to the requirements of the treatment facility's licenses or permits, or DOT, Title 49 CFR – Transportation the Waste Generator's Waste profile, or arrive damaged or unusually difficult to unload, the Contractor shall notify the Ordering

Activity/Waste Generator within 24 hours by telephone (to be followed by written notification within 48 hours) of the discovery for negotiation of a resolution. Non-conforming items may be identified upon receipt of the transport vehicle, during or after unloading, during sampling and/or treatment. Resolution may be, but is not limited to, the following:

a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.
b. The Ordering Activity/Waste Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator's expense.
c. Ordering Activity/Waste Generator may direct an alternative course of action.
d. Either party may negotiate a rejection of the shipment.
e. After second attempt at treatment and failure to meet Land Disposal Restrictions, the parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the provisions of this BOA.

38. Any waste or material destined for a disposal facility that fails to meet the disposal facility WAC and/or Land Disposal Restrictions after treatment (MLLW only), as determined by the DCO, shall be re-treated by the Contractor . If the second attempt is not successful, the Contractor shall discuss the next step to reprocess or return the waste to DOE for storage. For fixed price Task Orders, the Contractor shall bear all processing expense for any waste that the Contractor is unable to treat subsequent to Task Order issuance. After successful treatment by the Contractor's subcontractor/vendor, the Contractor may invoice for the originally negotiated price.

.

C.4.5.1 Disposal Services

This BOA allows the Contractor access and use of the DOE Environmental Management Consolidated Business Center (EMCBC) LLW/MLLW Disposal ID/IQ Contracts under Ancillary Services. These are ID/IQ contracts for DOE waste disposal services at approved commercial facilities consisting of Contract Line Item Numbers (CLIN(s)) that are fixed unit prices. If disposal is included in the scope of the Request for Task Proposal, it will be a separate line item or section. The Contractor is responsible for coordinating and receiving all required approvals from the ID/IQ Contractors for disposal at its sites. The Contractor is also responsible meeting the ID/IQ Contractors' Waste Acceptance Criteria and shipment of the DOE waste for disposal.

Contractors may propose multiple disposal option scenarios with associated costs and schedules. All scenarios shall include the pertinent Disposal IDIQ Contract information including Contract and Line Item numbers. If a scenario includes disposal at a federally owned disposal site, the Contractor shall include cost for delivery at the disposal site, but no cost for disposal. The DCO will determine the overall best value to government for award.

Disposal Services are not limited to disposal at a commercial facility or existing DOE contracts. Task Orders may include requirements that allow the BOA holder to dispose of DOE processed materials at the generators disposal sites, or at another DOE disposal site subject to the waste acceptance criteria and approval of the DOE disposal site and the DCO.

Section D

Packaging and Marking

TABLE OF CONTENTS

D.01 PACKAGING AND MARKING……..51

Section D

Packaging and Marking

D.01 DOE-D-2001 PACKAGING AND MARKING (OCT 2014)

(a) Preservation, packaging and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.

(b) Each package, report or other deliverable shall be accompanied by a letter or other document which –

1) Identifies the contract by number pursuant to which the item is being delivered;

2) Identifies the deliverable item number or report requirement which requires the delivered item; and

3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

Section E

Inspection and Acceptance

TABLE OF CONTENTS

E.01 FAR 52.246-4 INSPECTION OF SERVICES- FIXED PRICE……53
E.02 FINAL INSPECTION/ACCEPTANCE……..……53

Section E

Inspection and Acceptance

E.01 FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

E.02 FINAL INSPECTION/ACCEPTANCE

Final inspection and acceptance of deliverables and completion of Task Orders shall take place at completion of delivery at the Task Order location specified in Section F.04 of the Task Order.

Section F

Deliveries or Performance

TABLE OF CONTENTS

F.01 FAR 52.242-15 STOP WORK ORDER……...55
F.02 FAR 52.242-17 GOVERNMENT DELAY OF WORK……...55
F.03 PERIOD OF PERFORMANCE……55
F.04 PLACE OF PERFORMANCE- SERVICES…….55
F.05 DELIVERY……. ..55

Section F

Deliveries or Performance

F.01 FAR 52.242-15 STOP WORK ORDER (AUG 1989)

F.02 FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.03 PERIOD OF PERFORMANCE

The period of performance for this BOA is sixty (60) months or five (5) years from the date of award. All Task Orders must be awarded within the five (5) year period of performance and must be completed within six (6) years from the award date of this BOA.

F.04 PLACE OF PERFORMANCE – SERVICES

The place of performance for treatment services shall be specified in each individual Task Order.

F.05 DELIVERY SCHEDULE

The delivery schedule shall be specified in each individual Task Order.

Section G

Contract Administration Data

TABLE OF CONTENTS

G.01 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (REVISED)……..57
G.02 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (REVISED)...57
G.03 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER……....57
G.04 DOE-G-2004 BOA ADMINISTRATION…….57
G.05 DOE-G-2005 BILLING INSTRUCTIONS……...58
G.06 INVOICE/PAYMENT PROCEDURES……58
G.07 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (REVISED)……...…….59
G.08 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES……60
G.09 SHIPMENT DELIVERY SCHEDULER….……60
G.10 DEFINITIONS……..60

Section G - Contract Administration Data

G.01 DOE-G-2001 Contracting Officer Authority (OCT 2014) (REVISED)

The Contracting Officer is responsible for administration of the Basic Ordering Agreement (BOA). The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the BOA:

(a) Assign additional work within the general scope of the BOA.

(b) Issue a change in accordance with the clause entitled Changes.

(c) Change any of the terms, conditions, specifications, or services required by the BOA.

(d) Accept non-conforming work.

(e) Waive any requirement of the BOA.

(f) Review the BOA annually before the anniversary of its effective date and revise as necessary to conform to mandatory statutory requirements

G.02 DOE-G-2002 Contracting Officer's Representative (OCT 2014) (REVISED)

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Designated Contracting Officer (DCOR) shall designate in writing a Designated Contracting Officer's Representative (DCOR) in each individual Task Order, and provide a copy of such designation to the Contractor, including the delegated responsibilities and functions. The DCOR does not have authority to perform those functions reserved exclusively for the DCO.

G.03 DOE-G-2003 Contractor's Program Manager (OCT 2014)

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the Designated Contracting Officer's Representative (DCOR) under the issued Task Order.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DCOR may issue within the terms and conditions of the Task Order.

G.04 BOA DOE-G-2004 Administration (REVISED)

To promote timely and effective BOA administration, correspondence delivered to the Government under this BOA shall reference the BOA/Task Order number, title, and subject matter, and shall be subject to the following procedures:

(a) Technical correspondence for Task Orders awarded under this BOA shall be addressed to the Designated Contracting Officer's Representative (DCOR) for the Task Order, and a copy

of any such correspondence shall be sent to the Designated Contracting Officer (DCO) designated under each Task Order. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

(b) Information regarding correspondence addresses and contact information is as follows:

(1) Contracting Officer:

Clare Rexroad

Telephone number:
(513)246-0468

Address:
Environmental Management
Consolidated Business Center
550 Main Street, Suite 07-010
Cincinnati, Ohio 45202

Clare.rexroad@emcbc.doe.gov

(2) Designated Contracting Officer

Shall be identified in each Task Order

(3) Technical Representative

Shall be identified in each Task Order.

(4) Intellectual Property Counsel

TBD

Integrated Service Center (ISC) Chicago Office acting through the Intellectual Property Law Division of the Office of Chief Counsel

(630) 252-2308

Department of Energy

9800 S. Cass Ave

Argonne, IL 60439

(5) Government Contract Administration Office

Environmental Management
Consolidated Business Center
550 Main Street, Suite 07-010
Cincinnati, Ohio 45202
(513) 246-0500

(6) Designated Contracting Officer (s) and Designated Contracting Officer's Representative (DCOR) will be identified in each Task Order in accordance with Section G.11.

G.05 DOE-G-2005 Billing Instructions (APR 2020)

(a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under the Task Order.

(b) Contractors shall submit vouchers electronically through the DOE Office of Finance and Accounting's Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at https://vipers.doe.gov .

(c) A paper copy of a voucher that has been submitted electronically will not be accepted.

G.06 Invoice/Payment Procedures

a) The Government will make payments to the Contractor by electronic funds transfer not later than thirty (30) calendar days after receipt of an acceptable invoice from the Contractor. The contractor may submit invoices after completion of Task Order services, unless otherwise authorized in the Task Order.

(b) Any defects in invoices which are discovered after payment shall be corrected on subsequent invoices. If the Government discovers such defects, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the defect, and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this Contract. Unless the Contractor reconciles the defect to the

satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.

(c) Any bases for withholding, set-off, or reduction with respect to invoices which are discovered after payment will be corrected on subsequent invoices. If the Government discovers such bases for withholding, set-off, or reduction, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the bases for withholding, set-off, or reduction, will specify the dollar amount of the withholding, set-off, or reduction and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this contract. Unless the Contractor reconciles the bases for withholding, set-off, or reduction to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.

(d) Nothing in this clause shall affect the rights of either the Government or the Contractor under the Section I Prompt Payment clauses of this contract. The Government is not limited to thirty(30) calendar days to notify the Contractor of a defective invoice, and may not notify and/or initiate withholding, set-off, or reduction until final payment to the Contractor.

G.07 DOE-G-2007 Contractor Performance Assessment Reporting (JUL 2018) (REVISED)

(a) The Contracting Officer will document the Contractor's performance under this BOA (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," available to authorized Government personnel seeking past performance information when evaluating proposals for award.

(b) Contractor performance will be evaluated at least annually at the BOA or task-order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at http://www.cpars.gov. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) calendar days of the request.

(c) Joint Ventures. Performance assessments shall be prepared on joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on

performance under a joint venture and will identify the contractors that were part of the joint venture.

(d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the BOA and the Task Orders issued under it in accordance with other applicable clauses in this BOA.

G.08 DOE-G-2008 Non-supervision of Contractor Employees (OCT 2014)

The Government shall not exercise any supervision or control over Contractor employees performing services under this BOA or any Task Order issued under it. The Contractor's employees shall be held accountable solely to the Contractor's management, who in turn is responsible for contract performance to the Government.

G.9 Shipment Delivery Scheduler

The Contractor's Shipment Delivery Scheduler for this BOA is listed below.

G.10 DEFINITIONS

The following special definitions are applicable to this BOA:

Contracting Officer (CO) –The person with the authority to enter into contracts as defined in FAR 2.101 and who is responsible for this BOA as a whole.

For orders placed by the Government, use the following definitions:

Designated Contracting Officer (DCO) **-** The person with the authority to enter into contracts as defined in FAR 2.101 and who is responsible for a specific task order issued under this BOA. The DCO shall be identified in each individual task order.

Designated Contracting Officer's Representative (DCOR) **–** The DCO's designated representative whose responsibilities apply to a specific task order issued under this BOA and who is specified in the task order. The extent of the DCOR's authority is defined in the Section I Clause "Technical Direction".

For orders placed by DOE Prime Contractors or Subcontractors to the DOE Prime Contractor as defined in Section H substitute the following definitions:

Contractual Representative **-** For task orders (subcontracts) issued by authorized DOE Prime Contractors or Subcontractors to a DOE Prime Contractor in accordance with Section Hof this BOA, the person with the necessary corporate authority to

enter into a subcontract binding the corporation, who is responsible for the specific task order (subcontract) issued pursuant to the terms of this BOA and who is identified in the task order (subcontract). This person is not a warranted Government contracting officer exercising the rights and authorities as defined in FAR 2.101on behalf of the Government or DOE.

Technical Representative - For task orders (subcontracts) issued by authorized DOE Prime Contractors or Subcontractors to a DOE Prime Contractor in accordance with Section H of this BOA, the contractual representative's technical representative whose responsibilities apply to the specific task order (subcontract) issued pursuant to the terms of this BOA and who is identified in the task order (subcontract). This person is not acting on or behalf of the government or the contracting officer.

DOE Prime Contractor – DOE Prime Contractor as used in the Section H of this BOA, is a contractor that has a contract with the Department of Energy separate from this BOA. The term "DOE Prime Contractor" for purposes of Clause H.11, Task Orders Issued By DOE Prime Contractors and Subcontractors does not mean the entity to which this BOA was issued by the Department of Energy.

Subcontractor to a DOE Prime Contractor – Subcontractor to a DOE Prime Contractor as used in Clause H.11 is a subcontractor that has a subcontract with a DOE Prime Contractor separate from this BOA. The term "Subcontractor to a DOE Prime Contractor" for purposes of Clause H.11 does not mean the entity to which this BOA was issued by the Department of Energy.

Context of clauses and provisions – Whenever it is necessary to make the clauses fit the context of a task order (subcontract) issued by a DOE Prime Contractor or Subcontractor to a DOE Prime Contractor in accordance with Section H of this BOA and to derive proper meaning in a task order (subcontract) situation, the terms "DOE", "Government" and "Contracting Officer" shall mean the Prime Contractor or Subcontractor to a DOE Prime Contractor, except the terms "DOE", "Government" and "Contracting Officer" do not change: (1) in the phrases "Government Property", "Government-Furnished Property", "Government Equipment" and "Government-Owned Equipment", or where otherwise intended that title ownership or rights are to remain with the Government; or (2) where statute or regulation vests authority exclusively in specific agencies or officials; or (3) unless otherwise specifically modified in the task order (subcontract) and consented to by the CO.

Section H

Special Contract Requirements

TABLE OF CONTENTS

H.01 SYNONYMOUS TERMS……64
H.02 DOE-H-2013 CONSECUTIVE NUMBERING……64
H.03 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (ADR)……64
H.04 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR……...65
H.05 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS……65
H.06 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES……...66
H.07 DOE-H-2076 LOBBYING RESTRICTIONS……...66
H.08 RELEASE OF INFORMATION...……66
H.09 AUTHORIZED USERS….……66
H.10 TASK ORDERING PROCEDURES...……..69
H.11 TASK ORDERS ISSUED BY DOE PRIME CONTRACTORS AND SUBCONTRACTORS..……70
H.12 TASK ORDER ADMINISTRATIVE INFORMATION..……71
H.13 SITE-SPECIFIC/TASK ORDER TERMS AND CONDITIONS……71
H.14 DISPUTES...……..71
H.15 REPORTING REQUIREMENTS……....71
H.16 WASTE GENERATOR RESPONSIBILITIES/GOVERNMENT FURNISHED RESOURCES……..……...73
H.17 SUBCONTRACTS.……...73
H.18 LAWS, REGULATIONS, AND DOE DIRECTIVES…..……74
H.19 DISPOSITION OF INTELLECTUAL PROPERTY- FAILURE TO COMPLETE BOA……75
H.20 SECURITY…….……...75
H.21 ACCESS TO DOE-OWNED OR LEASED FACILITIES……76
H.22 CONTRACT PARTICIPATION BY FOREIGN NATIONALS……..77
H.23 PERSONNEL SECURITY CLEARANCES……77
H.24 PROTECTION OF UNCLASSIFIED NUCLEAR INFORMATION….……..78
H.25 PROTECTION OF CLASSIFIED MATTER……78
H.26 CANCELATION OF BASIC ORDERING AGREEMENT…...……..78
H.27 UPDATE OF BASIC ORDERING AGREEMENT……..78
H.28 PERMITS AND LICENSING……..79
H.29 CONTRACTOR'S PROGRAM/ TASK MANAGER……..79
H.30 SMALL BUSINESS SUBCONTRACTING PLAN.……79
H.31 PARTNERING……79

Section H

Special Contract Requirements

H.01 SYNONYMOUS TERMS

Throughout this Basic Ordering Agreement (BOA), the term "Contract," "BOA," or "Agreement" may appear. In this sense, these terms are all synonymous with one another. This BOA is not a contract as defined by FAR 2.101, rather it is an agreement. However, when firm-fixed price task orders are awarded off of this BOA, such terms and conditions contained herein will become contractually binding to the executed task order.

H.02 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)

Due to automated procedures employed in formulating this document, clauses and provisions contained within may not always be consecutively numbered.

H.03 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (ADR) (OCT 2014)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of all requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes, Alternate I. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used

subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes Alternate I, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

H.04 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR (OCT 2014) REVISED

The contractor Representations, Certifications and Other Statements, completed by the Contractor, Dated **09/30/2020**, are hereby incorporated into the BOA by reference and made a part of this BOA and any subsequent task order.

H.05 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS (OCT 2014) REVISED

In the performance of this BOA, and any subsequent task orders, the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachment J.3.

H.06 DOE-H-2071 Department of Energy Directives (OCT 2014) (REVISED)

(a) In performing work under this BOA, and any subsequent task order, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed in Section J, or identified elsewhere in the BOA.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer will notify the Contractor in writing indicating whether the revisions are anticipated to apply to existing TOs, or subsequent TOs. If the revisions effect existing TOs, the Contractor will be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions. Also, identify whether the anticipated revisions will drive significant cost increases for future treatment services.

Within 30 days after receipt of the Contracting Officer's notice, or earlier if requested, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer will decide whether

to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other terms and conditions, including cost and schedule, associated with the revision pursuant to the clauses in Section I of this BOA:

FAR 52.243-1, *Changes – Fixed-Price* (AUG 1987)

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.07 DOE-H-2076 LOBBYING RESTRICTIONS (NOV 2018)

In accordance with 18 U.S.C. § 1913, the Contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.08 RELEASE OF INFORMATION

Any proposed public release of information including news releases, publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this BOA shall be submitted at least ten (10) days prior to the planned issue date for approval in draft form. Proposed releases are to be submitted to DCO. The DCO will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.09 AUTHORIZED USERS

a. All DOE Offices (including the National Nuclear Security Administration, Laboratories, and Project Offices), DOE Prime Contractors and Subcontractors to DOE Prime Contractors, performing environmental cleanup services for DOE, are authorized to place task orders under this Basic Ordering Agreement.

b. Other government agencies and other users may be authorized, in writing, by the DOE CO on a case-by-case basis. Inquiries shall be directed to the DOE CO, as documented in Section G, *Contract Administration Data*.

H.10 TASK ORDERING PROCEDURES

(a) For the work specified in the Performance Work Statement of this BOA, the DCO may issue competitive Firm-Fixed Price task orders, Time and Materials or Indefinite Quantity task orders with Fixed-Unit-Rates to one or more of these Contractors, pursuant to the procedures set forth in this clause. Orders issued against this agreement shall not be done in a manner that in any way restricts competition. The Contractor shall commence performance upon the receipt of a task order signed by DCO. The Contractor shall not be reimbursed for the costs of preparing task proposals as a direct cost under any Task Order.

(b) Procedures for Issuance of Request for Task Proposals (RTP)

1) Prior to issuance of a Request for Task Proposal (RTP), the DCO is required to verify that the RTP is within the scope of this BOA. The DCO must notify the CO identified in Section G, *Contract Administration Data*, of the DCO's intention to issue an RTP or award a Task Order. This notification should be made in writing and will include the estimated dollar value of the Task Order and a copy of the draft Performance Work Statement. The CO will provide a response to the DCO within five days of their request. The DCO must also notify the appropriate site Federal Classification Officer prior to release of the RTP to determine the appropriate release of information. This notification must be made in writing and will include the waste information that will be released to the BOA holders to ensure no information is sensitive, classified or otherwise controlled. The CO must be provided with a copy of the notification and a copy of the determination.

2) Upon response from the CO, the DCO will furnish the Contractor(s) with a RTP which will include, at a minimum:

   a) A description of the specified work and deliverables required, including the site location;
   b) The performance period;
   c) A Performance Based Work description of the Task Order;
   d) Proposal preparation instructions;
   e) If applicable, any property, material or services to be made available for performance of the order;
   f) Any other pertinent information, such as Service Contract Act Wage rates, site visit date, Certificate of Current Cost or Pricing Data, if applicable;
   g) A reasonable response time;
   h) Basis for award of the Task Order; lowest price technically acceptable
   i) The Contractor shall, within the time specified in the RTP, provide the required number of copies of the proposal as set forth in the RTP. The Contractor's proposal shall address the requirements as specified in the RTP which may also include providing cost and technical information.

3) In issuing tasks under this procedure, the DCO will base issuance on the lowest price technically acceptable. The DCO shall ensure that the lowest price technically acceptable Contractor has the required licenses and permits for the treatment required by the PWS.

4) Seven (7) calendar days will be considered a reasonable time for the Contractor to respond. DCO's may provide for a longer period and will identify such period in the RTP.

5) If applicable, at the conclusion of discussions/negotiations, if requested by the DCO, the Contractor shall provide a Certificate of Current Cost or Pricing Data pursuant to FAR 15.403-4 using the format as set forth in FAR 15.406-2, if applicable.

(c) The Contractor agrees that issuance of a task order in accordance with any of the procedures as described below is deemed to have provided the Contractor a "fair opportunity to be considered" as that phrase is used in Section 303J (b) of the Federal Property and Administrative Services Act of 1949, as amended.

(d) The DCO shall give every awardee a fair opportunity to be considered for a task order exceeding $3,500 unless one of the following statutory exceptions applies:

1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;

2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the BOA, provided that all awardees were given a fair opportunity to be considered for the original order.

4) For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source;

5) In accordance with section 1331 of Public Law 111-240 (15 U.S.C. 644(r)), contracting officers may, at their discretion, set aside orders for any of the small business concerns identified in FAR 19.000(a)(3). When setting aside orders for small business concerns, the specific small business program eligibility requirements identified in part 19 apply.

a) Setting Aside Task Orders greater than $250,000:

(i) Task Order requirements will be considered as possible set aside procurements in accordance with FAR part 19.502-2, and the decision of whether to conduct a FAR part 19 procurement for a requirement will be solely at the discretion of the DCO. If such a procurement is conducted, a RTP will be issued among interested small business entities in accordance with Far part 19 with the intention of awarding a Task Order under the BOA

(e) Task orders issued against this BOA will include, at a minimum, the following information:

1) Official Form (OF) 347 Form
2) Date of the order;
3) BOA and Task Order numbers;
4) Task Order Performance Period
5) Task Order deliverables;
6) If applicable, any property, material, or site support to be made available for performance of the Task Order (GFS/I);
7) The total quantity and dollar value of the Task Order, and appropriate breakout for the specific Task Order type, if applicable;
8) Accounting and appropriation data;
9) The names, addresses, and phone numbers of the applicable DCO and DCOR as well as any other necessary points of contact; and
10) Any other pertinent information deemed necessary to the performance of the order.

(f) An ombudsman has been designated at the contracting activity awarding this contract to ensure that all contractors are afforded a "fair opportunity" to be considered for task or delivery orders under this BOA The purpose of the ombudsman is not to diminish the authority of the CO, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractors not receiving a specific task and to work to resolve the matter. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task orders under this contract, does not act in the capacity of a CO, and does not participate in the adjudication of contract disputes in regard to multiple award task or delivery order contracts awarded.

(g) Any necessary Foreign Ownership, Control, or Influence (FOCI)/Facility Clearances will be processed at the Task Order level as required based on the requirements

H.11 TASK ORDERS ISSUED BY DOE PRIME CONTRACTORS AND SUBCONTRACTORS

Any DOE Prime Contractor, or Subcontractor to DOE Prime Contractor, performing environmental cleanup services for DOE is authorized to use the terms and conditions of

this BOA and may place orders as subcontracts in accordance with FAR Part 44, Subcontracting Policies and Procedures, and the terms of this agreement. DOE Prime Contractors, or Subcontractors to DOE Prime Contractors, may use this BOA to establish orders for services described in Section C directly with the Contractor as provided herein:

1) Is within scope of this agreement,

2) Is consistent with all of the terms and conditions of the BOA except for those clauses/provisions that have been identified as peculiar to the Government procurement (disputes resolution, prompt payment, and payment by electronic funds transfer), as well as, specific provisions that may be applicable to work performed on a particular DOE site. These provisions will be identified and addressed in the specific order (subcontract) issued by the DOE Prime or Subcontractor.

3) Provided that the Contracting Officer for the DOE prime contract has specifically authorized, in writing, the placement of such subcontracts using the same terms and conditions of this agreement. Before providing such approval, the Contracting Officer for the DOE prime contract, shall have coordinated with the Contracting Officer identified in G.4 and obtained approval to use this BOA's identical terms and conditions except as specifically set forth in this clause.

The Government shall not be liable under this BOA for any subcontracts entered into by such DOE Prime Contractors or its Subcontractors. Additionally, the DOE Prime Contractor/Subcontractor may use substantially similar forms that meet the intent of the OF 347. The DOE Prime Contractor/Subcontractor and the BOA Contractor shall execute a separately signed subcontract document that incorporates the terms and conditions of this BOA. Any other site-specific terms and conditions when entering into a separately signed task order/subcontract must be mutually agreeable between the Contractor and the DOE Prime Contractor or Subcontractor to a DOE Prime Contractor. The use of the BOA terms and conditions by a DOE Prime Contractor or Subcontractor does not create privity of contract between DOE and the Prime Contractor/Subcontractor.

H.12 TASK ORDER ADMINISTRATIVE INFORMATION

(a) All DOE Offices, including the National Nuclear Security Administration (NNSA), Laboratories, and Project Offices, including DOE Prime Contractors and Subcontractors to a DOE Prime Contractors are authorized to place task orders under this BOA.

(b) The DCO identified on each task order is responsible for all task order activities including requesting Task Proposals/Task Plans, evaluating for award, awarding, funding, all administrative activities and evaluating Contractor performance for all task orders issued. For tracking purposes, the CO will issue four-digit tracking number to each individual task order awarded under this BOA. This tracking number will be specified in Section G of the task order and will include two alpha characters for the

ordering office and two numeric characters for the task sequence (e.g. LN01 – Los Alamos National Laboratory Task Order 01).

(c) The DCO will provide copies of task orders and task order modifications to the DOE CO identified in Section G. The DCO will provide performance evaluations on completed task orders, or task orders that are in process (i.e., CPARS format) to the CO. The CO will provide copies of the BOA or BOA modifications to the DCO, upon request.

H.13 SITE-SPECIFIC/TASK ORDER TERMS AND CONDITIONS

The Contractor acknowledges that the organization issuing a task order under this BOA may have requirements unique to its mission and/or geographic location, including additional detailed statements of work. The Contractor agrees that the organization placing an order reserves the right to incorporate, subject to mutual agreement of the organization and the Contractor, its own local site-specific terms and conditions relative to the Federal Acquisition Regulations, Agency-specific regulations, orders or guidelines, environment, safety and health considerations, or other applicable local, state and federal laws and regulations. These site-specific and task order-specific Terms and Conditions shall only apply to the task order(s) into which they are incorporated.

All task orders are subject to the terms and conditions of this BOA. In the event of conflict between a task order and this BOA, this BOA shall control.

H.14 DISPUTES

In addition to any other clauses contained herein related to the Section I clause entitled "FAR 52.233-1 Disputes," any dispute between the Contractor and the DCO shall be handled between the CO identified in this BOA and the Contractor.

In accordance with FAR 16.703 (c) (1) (v), a failure to reach agreement on price for any task order issued before its price is established is a dispute under the Disputes clause included in the BOA.

H.15 REPORTING REQUIREMENTS

The Contractor shall prepare and submit the Deliverables as set forth in Section J, Deliverables, to the addressees, and in the required number of copies, as designated in this BOA or as specified in the Task Orders.

H.16 WASTE GENERATOR RESPONSIBILITIES/GOVERNMENT FURNISHED RESOURCES

The Ordering Activity/Waste Generator shall provide the following, as applicable, unless otherwise specified in the individual task order. Additional Waste Generator or Government furnished resources may be identified in the individual Task Order.

1. Select all containerized material and deliver in accordance with an agreed-to schedule, to a designated staging area at a DOE site.

2. Develop staging areas on the DOE sites where containerized waste will be loaded before the material is transported to the Contractor facility.

3. Obtain necessary approvals or exemptions to DOE Order 435.1, Chg. 1 *Radioactive Waste Management,* to allow radioactive waste to be stored, treated, or disposed of, at a non- federal facility.

4. Provide National Environmental Protection Act (NEPA) documentation, as required.

5. Provide required characterization data to meet RCRA, TSCA, DOT, DOE Order 435.1, and vendor waste profile requirements to ship the wastes off-site.

6. All wastes to be treated under this BOA were generated at Government facilities or under Government contracts and responsibility for the waste remains with the Government origin site.

7. If the Government is the shipper of record, the Ordering Activity/Waste Generator is responsible for all markings, labeling, packaging, containers, carriers, and shipment of LLW and MLLW, and costs incidental to and associated with, the delivery of the radioactive waste to the Contractor's facility. Provide all equipment and labor, and load all containerized waste on transport vehicles at the staging areas. Review all marking, labeling, and placarding as required by DOT Hazardous materials regulations 49 CFR 172 Subparts D, E, and F after loading the waste. Perform health physics surveys and release the waste for off-site transport. Complete shipping papers and manifests for each load of waste being transported to the vendor's treatment facility. Packaging, markings, containers and carrier requirements shall be in compliance with current applicable regulations, laws, ordinances, Contractor licenses, and the following DOT CFR:

   (a) 49 CFR Part 172 – *Hazardous Materials Table, Special Provisions, Hazardous Material Communications, Emergency Response Information, and Training Requirements*.

   (b) 49 CFR Part 173 – *Shippers – General Requirements for Shipments and Packaging*.

   (c) 49 CFR Part 178 – *Specification for Packaging*. Claims arising from non-compliance with DOT Title 49 CFR – Transportation and discrepancies occurring in

transit through the completion of off-loading are a matter for settlement between the Ordering Activity and the carrier.

6. The Ordering Activity/Waste Generator will process the FOCI/Clearances required for the work.

H.17 SUBCONTRACTS

(a) Prior to the placement of subcontracts and in accordance with the clause entitled FAR 52.244-6, "Subcontracts for Commercial Items (DEC 2010) ," the Contractor shall ensure that:

1. They contain all of the clauses of this BOA (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flow-down applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" contained in Part II, Section I of the BOA;
2. Any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.404-3b) and subcontractor Representations and Certifications (see Part IV, Section K and the document referenced in the Representations, Certifications and Other Statements of the Bidder clause are received); and
3. Any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost revision of this BOA or any of the respective obligations of the parties there under, or creation of any subcontractor privity of contract with the Government.

(b) Prior to the award of any subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the contained in Section I of this BOA. The subcontractor shall perform no work until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

H.18 LAWS, REGULATIONS AND DOE DIRECTIVES

(a) In performing work under this BOA, and any subsequent task order, 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. Omission of any applicable law or regulation from the BOA 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 DOE Directives (Section J, Attachment J.1) appended to this BOA. The CO may revise the directives pursuant to the clause entitled Department of Energy Directives.

(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 BOA.

(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.

H.19 DISPOSITION OF INTELLECTUAL PROPERTY - FAILURE TO COMPLETE BOA

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

(a) The Government may take possession of and use all the 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 BOA, including the right to use the data in any Government solicitations for the completion of the work contemplated under this BOA. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this BOA. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause entitled “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, nonexclusive, 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 BOA 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 BOA.

H.20 SECURITY

(a) Responsibility: It is the Contractor's duty to safeguard all classified information, special nuclear material, any information designated as sensitive and not subject to disclosure that may be provided either for task order proposal preparation or performance, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding and protecting against sabotage, espionage, loss and theft, classified information, sensitive information, and special nuclear material in the Contractor's possession in connection with the performance of work under this BOA and subsequent task orders. Excluding disposal of wastes, special nuclear material will not be retained after the completion or termination of the BOA or task order.

(b) Definition of Special Nuclear Material (SNM). SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(c) Subcontracts and purchase orders. Except as otherwise authorized in writing by the Contracting Officer or the DCO for a task order, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders issued by the Contractor under an individual task order.

H.21 ACCESS TO DOE-OWNED OR LEASED FACILITIES

(a) The performance of this BOA requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor

and its employees must comply in order to receive security badges that allow such physical access. The Contractor further understands that it must propose employees whose backgrounds offer the best prospect of obtaining approval for access, considering the following potentially disqualifying criteria, which are not all inclusive and may vary depending on access requirements:

1) Is or is suspected of being, a terrorist;

2) Is the subject of an outstanding warrant;

3) Has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;

4) Has presented false or forged identity source documents;

5) Has been barred from federal employment;

6) Is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or

7) Is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE, including use of any forms directed by DOE; (ii) that employees properly complete said forms; and (iii) that the employees submit the forms to the person designated by the Contracting Officer.

2) In completing the process for gaining physical access, that its employees (i) cooperate with DOE officials responsible for granting access to DOE–owned or leased facilities; and (ii) provide any additional information as DOE may request.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective until such time as DOE determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify a substitute employee and initiate the process for gaining access for the substitute. DOE's denial of a security badge to individual employees shall not be cause for extension of the period of performance of this BOA or any Contractor claim against DOE.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this BOA; (2) the expiration of this BOA; (3) the termination of

employment on this BOA by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this BOA, in which one or more subcontractor employees will require physical access to DOE–owned or leased facilities.

H.22 CONTRACT PARTICIPATION BY FOREIGN NATIONALS

The Contractor shall notify the DCO, in writing, prior to any visit to a DOE facility by any foreign national in connection with the work being performed under the individual Task Order. This notification shall be made at least 45 days prior to the planned visit unless a shorter period is authorized by the DCO.

H.23 PERSONNEL SECURITY CLEARANCES

Specific personnel security requirements shall be specified under individual Task Orders.

H.24 PROTECTION OF UNCLASSIFIED NUCLEAR INFORMATION

(a) The Contractor shall take appropriate action to establish and maintain a system to ensure that any Unclassified Controlled Nuclear Information (UCNI) in the Contractor's possession in connection with the performance of work under this BOA and all eventual task orders is protected from unauthorized disclosure and dissemination in accordance with DOE regulations.

(b) The term "Unclassified Controlled Nuclear Information" means unclassified information protected against unauthorized dissemination pursuant to section 148 of the Atomic Energy Act with respect to atomic energy defense programs, and which pertain to:

(1) Design of production facilities or utilization facilities;

(2) Security measures relating to the protection of production or utilization facilities, nuclear materials contained in these facilities, nuclear materials in transit; or

(3) Design, production, or utilization of atomic weapons or components thereof, if such information was declassified or removed from the Restricted Data category, and if the unauthorized dissemination of such information could reasonably be expected to result in significant adverse effect on the public health and safety or the common defense by increasing the likelihood of illegal production of nuclear weapons, or theft, diversion or sabotage of nuclear materials, equipment or facilities.

(c) Access to UCNI shall be limited to those persons determined to require access to UCNI in the performance of official duties.

(d) While in use, UCNI shall be under the control of an authorized individual. As a minimum, UCNI shall be stored in locked desks, file cabinets, offices, or facilities where access is controlled.

(e) Each document or other material that is determined to contain UCNI shall be marked in a conspicuous manner to indicate the presence of UCNI. When transmitted outside an authorized place or storage, these documents shall be packaged to preclude disclosure of the presence of UCNI. All markings and transmittals, including electronic media, will be accomplished.

(f) The Contractor agrees to conform to all regulations and requirements of the Department of Energy concerning UCNI as specified in the task order.

(g) Persons who violate prohibitions against unauthorized disclosure of UCNI may be subject to civil and criminal penalties under Sections 148 and 223 of the Atomic Energy Act of *1954,* as amended.

(h) This article, including this paragraph (h) shall be included in all subcontracts which involve access to UCNI.

H.25 PROTECTION OF CLASSIFIED MATTER

Documents originated by the Contractor or furnished by the DCO to the Contractor in connection with this BOA may contain classified matter. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with applicable DOE Regulations and Directives as specified in the task order.

H.26 CANCELATION OF BASIC ORDERING AGREEMENT

This Basic Ordering Agreement may be cancelled by either party, the Government or the Contractor, by transmitting a written notice of cancellation 30 days prior to the proposed end date. Any such cancellation shall have no effect on any task orders issued prior to the effect date of the cancellation.

H.27 UPDATE OF BASIC ORDERING AGREEMENT

In accordance with FAR 16.703 (c) (vi) (2), this basic ordering agreement will be reviewed annually by the Contracting Officer before the anniversary of the effective date and revised if necessary to conform with all requirements of the associated regulation. This basic ordering agreement may need to be revised prior to annually due to mandatory statutory requirements. Any revisions will be implemented through a written modification to the basic

ordering agreement and signed by both parties. The basic ordering agreement can only be changed by modification of the agreement itself and not by adjustments made to individual orders issued under it. Changes made to the basic ordering agreement shall not retroactively affect orders previously issued.

H.28 PERMITS & LICENSING

The Contracting Officer and/or DCO have a right to exclude from competition of an individual task order a Contractor whose requisite licenses or permits have been suspended or who may not have the requisite licenses or permits and/or who may not be capable of receiving waste at the time of the issuance of the request for task proposals.

H.29 CONTRACTOR'S PROGRAM/TASK MANAGER

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work performed under each task order and any administrative actions required associated with this BOA. If applicable, the Program Manager shall provide the single point of contact between the Contractor and the DCOR under each task order.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DCOR may issue within the terms and conditions of the task order.

H.30 SMALL BUSINESS SUBCONTRACTING PLAN

The Master Small Business Subcontracting Plan, submitted by the Contractor consistent with the provisions of the clause entitled, "FAR 52.219-9 Small Business Subcontracting Plan," in Section I, and approved by the Contracting Officer on **09/30/2020,** is incorporated in and made a material part of this BOA as Section J, Attachment J.4.

To determine compliance with the Section J, Attachment J.4 Small Business Subcontracting Plan, the Contractor shall complete an Individual Subcontract Report (ISR), as required by FAR 52.219-9, semi-annually during BOA performance for the periods ending March 31st and September 30th. The ISR shall be submitted semi-annually within 30 days of the end of each six month period, unless otherwise directed by the Contracting Officer. The ISR shall also be submitted within 30 days of BOA completion. The Contractor shall also submit a Summary Subcontract Report (SSR) annually for each 12-month period ending September 30th. The SSR shall be submitted within 30 days of the end of each 12-month period. The SSR shall also be submitted within 30 days of BOA completion. Both the ISR and the SSR shall be submitted through the Electronic Subcontracting Reporting System (eSRS) at www.esrs.gov.

The SSR submitted at the close of each fiscal year shall include a Year-End Supplementary Report for Small Disadvantaged Businesses. The report shall include subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. If the data is not available when the year-end SSR is submitted, the Contractor shall submit the Year-End Supplementary Report for Small Disadvantaged Businesses within 90 days of submitting the year-end SSR.

H.31 PARTNERING

In order to most effectively accomplish this BOA, and subsequent task orders, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during performance. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

Section I - Contract Clauses

I.01 52.252-2 Clauses Incorporated by Reference. (FEB 1998)

This BOA incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

https://www.acquisition.gov/?q=browsefar

http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation

I.02 52.252-6 Authorized Deviations in Clauses (Apr 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Department of Energy Acquisition Regulation (48 CFR Chapter 9) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

Clause No.	FAR/DEAR Reference	Title	Fill-In Information: See FAR 52.104(d)
I.03	**52.202-1**	**Definitions. (JUN 2020)**	
I.04	**52.203-3**	**Gratuities. (APR 1984)**	
I.05	**52.203-5**	**Covenant Against Contingent Fees. (MAY 2014)**	
I.06	**52.203-6**	**Restrictions on Subcontractor Sales to the Government. (JUN 2020)**	
I.07	**52.203-7**	**Anti-Kickback Procedures. (JUN 2020)**	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information: See FAR 52.104(d)
I.08	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity. (MAY 2014)	
I.09	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity. (MAY 2014)	
I.10	52.203-12	Limitation on Payments to Influence Certain Federal Transactions. (JUN 2020)	
I.11	52.203-13	Contractor Code of Business Ethics and Conduct. (JUN 2020)	
I.12	52.203-14 In Full Text Below	Display of Hotline Poster (s) (JUN 2020)	(b)(3)DOE IG Hotline Poster
I.13	52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (JUN 2020)	
I.14	52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper. (MAY 2011)	
I.15	52.204-9	Personal Identity Verification of Contractor Personnel. (JAN 2011)	
I.16	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (JUN 2020)	
I.17	52.204-13	System for Award Management Maintenance. (OCT 2018)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information: See FAR 52.104(d)
I.18	52.204-14	Service Contract Reporting Requirements (OCT 2016)	
I.19	52.204-18	Commercial and Government Entity Code Maintenance. (JUL 2016)	
I.20	52.204-21 In Full Text Below	Basic Safeguarding of Covered Contractor Information Systems. (JUN 2016)	
I.21	52.204-25 In Full Text Below	Prohibition on Contracting for Certain telecommunications and Video Surveillance Services or Equipment (AUG 2019)	
I.22	52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020)	
I.23	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters. (OCT 2018)	
I.24	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations. (NOV 2015)	
I.25	52.210-1	Market Research. (JUN 2020)	
I.26	52.215-2	Audit and Records – Negotiation. (JUN 2020)	
I.27	52.215-8	Order of Precedence - Uniform Contract Format. (OCT 1997)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information: See FAR 52.104(d)
I.28	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data. (AUG 2011)	
I.29	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data - Modifications. (JUN 2020)	
I.30	52.215-12	Subcontractor Certified Cost or Pricing Data. (JUN 2020)	
I.31	52.215-13	Subcontractor Certified Cost or Pricing Data - Modifications. (JUN 2020)	
I.32	52.215-14	Integrity of Unit Prices. (JUN 2020)	
I.33	52.215-17	Waiver of Facilities Capital Cost of Money. (OCT 1997)	
I.34	52.215-19	Notification of Ownership Changes. (OCT 1997)	
I.35	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (JUN 2020)	(c)CD-ROM, as requested by the Contracting Officer
I.36	52.215-23	Limitations on Pass-Through Charges. (JUN 2020)	
I.37	52.219-8	Utilization of Small Business Concerns. (OCT 2018)	(g)(offeror fill-in)
I.38	52.219-9	Small Business Subcontracting Plan. (JUN 2020)	
I.39	52.219-16	Liquidated Damages - Subcontracting Plan. (JAN 1999)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information: See FAR 52.104(d)
I.40	52.219-28	Post-Award Small Business Program Representation. (MAY 2020)	
I.41	52.222-1	Notice to the Government of Labor Disputes. (FEB 1997)	
I.42	52.222-3	Convict Labor. (JUN 2003)	
I.43	52.222-21	Prohibition of Segregated Facilities. (APR 2015)	
I.44	52.222-26	Equal Opportunity. (SEP 2016)	
I.45	52.222-35 In Full Text Below	Equal Opportunity for Veterans. (JUN 2020)	
I.46	52.222-36 In Full Text Below	Equal Opportunity for Workers with Disabilities (JUN 2020)	
I.47	52.222-37	Employment Reports on Veterans (JUN 2020)	
I.48	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	
I.49	52.222-41	Service Contract Labor Standards (AUG 2018)	
I.50	52.222-50	Combating Trafficking in Persons. (JAN 2019)	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information: See FAR 52.104(d)
I.51	**52.223-3**	**Hazardous Material Identification and Material Safety Data. (JAN 1997) Alternate I (JULY 1995)**	**(b)(Offeror fill-in)**
I.52	**52.223-6**	**Drug-Free Workplace. (MAY 2001)**	
I.53	**52.223-18**	**Encouraging Contractor Policies To Ban Text Messaging While Driving. (JUN 2020)**	
I.54	**52.225-13**	**Restrictions on Certain Foreign Purchases. (JUN 2008)**	
I.55	**52.227-1**	**Authorization and Consent. (JUN 2020)**	
I.56	**52.227-2**	**Notice and Assistance Regarding Patent and Copyright Infringement (JUN 2020)**	
I.57	**52.227-11**	**Patent Rights – Ownership by the Contractor. (MAY 2014)**	**(j) "TBD" (to be completed in each applicable order)**
I.58	**52.227-14**	**Rights in Data-General. (MAY 2014)**	
I.59	**52.227-23**	**Rights to Proposal Data (Technical). (JUN 1987)**	**Offeror Fill-In**
I.60	**52.229-3**	**Federal, State, and Local Taxes. (FEB 2013)**	
I.61	**52.232-1**	**Payments (APR 1984)**	
I.62	**52.232-8**	**Discounts for Prompt Payment (FEB 2002)**	
I.63	**52.232-11**	**Extras (APR 1984)**	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information: See FAR 52.104(d)
I.64	**52.232-17**	**Interest (MAY 2014)**	
I.65	**52.232-23**	**Assignment of Claims. (MAY 2014)**	
I.66	**52.232-25**	**Prompt Payment. (JAN 2017)**	
I.67	**52.232-33**	**Payment by Electronic Funds Transfer - System for Award Management. (OCT 2018)**	
I.68	**52.232-39**	**Unenforceability of Unauthorized Obligations. (JUN 2013)**	
I.69	**52.232-40**	**Providing Accelerated Payments to Small Business Subcontractors. (DEC 2013)**	
I.70	**52.233-1**	**Disputes. (MAY 2014), ALTERNATE I (DEC 1991)**	
I.71	**52.233-3**	**Protest After Award. (AUG 1996)**	
I.72	**52.233-4**	**Applicable Law for Breach of Contract Claim. (OCT 2004)**	
I.73	**52.237-2**	**Protection of Government Buildings, Equipment, and Vegetation. (APR 1984)**	
I.74	**52.237-3**	**Continuity of Services (JAN 1991)**	
I.75	**52.242-5**	**Payments to Small Business Subcontractors. (JAN 2017)**	
I.76	**52.242-13**	**Bankruptcy. (JUL 1995)**	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information: See FAR 52.104(d)
I.77	**52.243-1**	**Changes - Fixed-Price. (AUG 1987) ALTERNATE I (APR 1984)**	
I.78	**52.243-7**	**Notification of Changes (JAN 2017)**	
I.79	**52.244-2**	**Subcontracts. (JUN 2020)**	(d) "TBD" (to be completed in each applicable order) (j) "TBD" (to be completed in each applicable order)
I.80	**52.244-5**	**Competition in Subcontracting. (DEC 1996)**	
I.81	**52.244-6**	**Subcontracts for Commercial Items. (JUN 2020)**	
I.82	**52.245-1**	**Government Property. (JAN 2017) ALTERNATE I (APR 2012)**	
I.83	**52.245-9**	**Use and Charges. (APR 2012)**	
I.84	**52.246-25**	**Limitation of Liability - Services. (FEB 1997)**	
I.85	**52.248-1**	**Value Engineering. (JUN 2020)**	
I.86	**52.249-2**	**Termination for Convenience of the Government (Fixed-Price) (APR 2012)**	
I.87	**52.249-8**	**Default (Fixed-Price Supply and Service). (APR 1984)**	
I.88	**52.251-1**	**Government Supply Sources. (APR 2012)**	
I.89	**52.253-1**	**Computer Generated Forms. (JAN 1991)**	

Clause No.	FAR/DEAR Reference	Title	Fill-In Information: See FAR 52.104(d)
I.90	**952.202-1**	**Definitions. (FEB 2011)** (a) As prescribed in 902.201, insert the clause at 48 CFR 52.202-1, Definitions, in all contracts. The following shall be added to the clause as paragraph (c): (c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.	
I.91	**952.203-70**	**Whistleblower Protection for Contractor Employees. (DEC 2000)**	
I.92	**952.204-2**	**Security Requirements. (AUG 2016)**	
I.93	**952.204-70**	**Classification/Declassification. (SEP 1997)**	
I.94	**952.204-75**	**Public Affairs. (DEC 2000)**	
I.95	**952.242-70**	**Technical Direction. (DEC 2000)**	

This contract incorporates one or more clauses, by reference, as indicated in the matrix above.

Any clauses that are included in full text are listed below and include the same Section I identifier used above.

I.12 52.203-14 Display of Hotline Poster(s). (JUN 2020)

(a) *Definition*.

United States, as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s)*. Except as provided in paragraph (c)-

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites-

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

[Contracting Officer shall insert-(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and (ii) The website(s) or other contact information for obtaining the poster(s).]

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract-

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

I.20 52.204-21 Basic Safeguarding of Covered Contractor Information Systems. (JUN 2016)

(a) *Definitions*. As used in this clause-

Covered contractor information system means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

Federal contract information means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

Information means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

Safeguarding means measures or controls that are prescribed to protect information systems.

(b) *Safeguarding requirements and procedures*. (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:

(i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).

(ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.

(iii) Verify and control/limit connections to and use of external information systems.

(iv) Control information posted or processed on publicly accessible information systems.

(v) Identify information system users, processes acting on behalf of users, or devices.

(vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.

(vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.

(viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

(ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.

(x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.

(xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.

(xii) Identify, report, and correct information and information system flaws in a timely manner.

(xiii) Provide protection from malicious code at appropriate locations within organizational information systems.

(xiv) Update malicious code protection mechanisms when new releases are available.

(xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

(2) *Other requirements*. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts*. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

I.21 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019)

(a) *Definitions*. As used in this clause-

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition*. Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub.L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in Federal Acquisition Regulation 4.2104.

(c) *Exceptions*. This clause does not prohibit contractors from providing-

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement*. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

I.45 52.222-35 Equal Opportunity for Veterans (JUN 2020)

(a) *Definitions*. As used in this clause-
"Active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," "qualified disabled veteran," and "recently separated veteran" have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

I. 46 52.222-36 Equal Opportunity for Workers with Disabilities (JUN 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

Section J - List of Documents, Exhibits and Other Attachments

LIST OF ATTACHMENTS

Attachment	Description	Page Number
J.1	LIST OF APPLICABLE STANDARDS	98
J.2	LIST OF DELIVERABLES	99
J.3	DEPARTMENT OF LABOR WAGE DETERMINATIONS	102
J.4	SMALL BUSINESS SUBCONTRACTING PLAN	103

ATTACHMENT J.1

LIST OF APPLICABLE DOE STANDARDS

DOE standards may be found at https://www.govinfo.gov/content/pkg/FR-2019-12-23/pdf/2019-27672.pdf). The Contractor shall, comply with all applicable DOE standards, including, but not limited to, the following:

Standard Number	Title
10 CFR Part 955, RIN 1903-AA11	Elemental Mercury Management and Storage Fees
40 CFR 268.40	Applicability of treatment standards

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J.2

LIST OF DELIVERABLES

All deliverables shall be provided to the Contracting Officer or the Designated Contracting Officer for the task order in an editable electronic format (i.e., rather than PDF). Omission of any deliverable from the List of Deliverables does not affect the obligation of the Contractor to comply with such requirement.

	Description	Due Date	Contract Reference	POC
1.	Review of Waste Generator Sampling and Analysis Plans	Within 30 days of request	C.4.1	Waste Generator / Ordering Activity
2.	Certification of Release / Certificate of Disposal	Within 30 days after approval	C.4.1 C.4.2 C.4.3 C.4.4	Waste Generator / Ordering Activity
3.	Notice to Transport	Within 5 days of approval	C.4.1 C.4.2 C.4.3 C.4.4	Waste Generator / Ordering Activity
4.	Record of Transportation Survey	Upon request	C.4.1 C.4.2 C.4.3 C.4.4	Waste Generator / Ordering Activity and DCO
5.	Notice of Contamination	Within 24 hours of detection, verbally and in writing	C.4.1 C.4.2 C.4.3 C.4.4	Waste Generator / Ordering Activity and DCO
6.	Notice of Transportation Infraction	Within 24 hours of discovery by telephone/in writing within 48 hours	C.4.1 C.4.2 C.4.3 C.4.4	Waste Generator / Ordering Activity and DCO
7.	Certification of Release	As requested	C.4.1 C.4.2 C.4.3 C.4.4	Waste Generator / Ordering Activity or DCO
8.	Notification of Damage to Conveyances	In writing within 24 hours of incident	C.4.1 C.4.2 C.4.3 C.4.4	Waste Generator / Ordering Activity and DCO
9.	Notification of Exceeding Storage Limits	In writing within 60 days prior to exceeding storage limits	C.4.1	Waste Generator / Ordering Activity

	Description	Due Date	Contract Reference	POC
10.	Applicable Documents, Records, Modifications	As requested, within 48 hours	C.4.2 C.4.3 C.4.4	DCO
11.	Response to questions regarding documentation and reports	Within 48 hours, verbally and in writing	C.4.1 C.4.2 C.4.3 C.4.4	Waste Generator / Ordering Activity or DCO
12.	Permits, License, Waste Acceptance Criteria (WAC), and any other authorizations, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc.	As requested	C.4.1 C.4.2 C.4.3 C.4.4	DCO
13.	Laboratory permits, certifications, licenses, and audit reports	Within 10 days of request	C.4.2 C.4.3 C.4.4	Waste Generator / Ordering Activity
14.	Documentation of Waste Treatment	Within 15 working days of treatment completion	C.4.3 C.4.4	Waste Generator / Ordering Activity
15.	Notice of Violation	Verbally within 24 hours	C.4.1	DCO
16.	Notification of event impacting schedule	Verbally within 48 hours of discovery	C.4.1 C.4.2 C.4.3 C.4.4	Waste Generator / Ordering Activity
17.	Waste Treatment Report BSFR Report Recycle/Reuse Report	Anniversary of BOA award	C.4.3	BOA CO and DOE EM Office of Waste Disposal (EM-4.22)
18.	Final Summary Report	Within 30 days after completion of all task orders issued under the BOA		BOA CO
19.	Nonconformances	Within 24 hours of discovery by telephone/in writing within 48 hours		Waste Generator / Ordering Activity or DCO
20.	Release of Information	At least 10 days prior to the planned issue date	H.09	DCO

	Description	Due Date	Contract Reference	POC
21.	Individual Subcontract Report (ISR)	Semi Annually within 30 days of the end of each six month period and within 30 days of BOA completion.	H.32	BOA CO
22.	Summary Subcontract Report (SSR)	Annually, within 30 days of the end of each 12-month period.	H.32	BOA CO
23.	Small Disadvantaged Business Year-End Supplementary Report	If applicable, 90-days after submitting SSR	H.32	BOA CO
24.	Disclosure of Lobbying Activities	As required or within 30 days of the end of the calendar quarter in which the change occurs	FAR 52.203-12	BOA CO
25.	System for Award Management Updates	Minimum of one business day's written notification	FAR 52.204-13	BOA CO
26.	Reporting Executive Compensation and First-Tier Subcontract Awards	Within 30 days after award and annually thereafter.	FAR 52.204-10	BOA CO
27.	Updates of Publicly Available Information Regarding Responsibility Matters	Semi-annually.	FAR 52.209-9	BOA CO
28.	Employment Reports for Special Disabled Veterans and Veterans of the Vietnam Era (Federal Contractor Veterans' Employment Report VETS-100)	Annually by September 30.	52.222-37	BOA CO
29.	Bankruptcy Notification	Within 5 days of the initiation of the proceeding relating to the filing.	FAR 52.242-13	BOA CO/DCO

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J.3

DEPARMENT OF LABOR WAGE DETERMINATIONS

(Wage Determinations for the Contractor's authorized waste treatment facilities can be found at: http://www. beta.SAM.gov)

SECTION J – LIST OF ATTACHMENTS

Attachment J.4

Small Business Subcontracting Plan

9. Small Business Subcontracting Plan

Please refer to the Small Business Subcontracting Plan on the following pages.

Use or disclosure of data contained on this sheet is subject to the restriction on the cover page of this proposal.

Small Business Master Subcontracting Plan

Contractor: EnergySolutions, LLC
Address: 299 S. Main, Suite 1700, Salt Lake City, UT 84111

Customer: DOE-EMCBC
Address 550 Main St., Room 7-010, Cincinnati, OH 45202
Solicitation/Contract#: 89303320REM000060
Contracting Officer Name: Wilmari C. Delgado

Description: Nationwide Low-Level, Mixed Low-Level Waste Treatment Services

---

This Master Subcontracting Plan includes the Contractors company-wide planned subcontracting and does not include goals.

---

1. Annual Goals

Goals for the use of small business (SB), veteran-owned small business (VOSB), service-disabled veteran-owned small business (SDVOSBs), historically underutilized business zone (HUBZone), small disadvantaged business (SDB), concerns and women-owned small business (WOSB) concerns will be expressed in terms of percentages and dollars of total planned company-wide subcontracting. The Supplier Diversity Program Manager is responsible for the administration of the companies Supplier Diversity Program.

2. Principal types of supplies and/or services that Energy*Solutions* anticipates to be subcontracted.

Identification of the type of business concern planned are as follows:

BUSINESS CATEGORY or SIZE

Supplies/Services	SMALL	SBD	WOSB	HUB Zone	VOSB	SDVOSB
Engineering Design	X	X	X			
Fabrication and Welding	X		X			
Industrial Supplies	X	X	X			
Hoisting & Rigging Supplies	X				X	
Waste Certification	X		X			
Waste Treatment	X					
Forklift Parts and Service	X		X			
Waste Tracking System	X				X	
Misc. Hauling	X			X		
Staff Augmentation	X					X

HVAC Repair services	X					
Rad. Monitoring	X		X			
Cleaning Services	X		X			

The total percentage of planned subcontracting with small business concerns includes the estimated total dollars planned to be subcontracted with small, veteran owned small business, service disabled veteran-owned, HUBZone, small disadvantaged and women-owned small business concerns. The Master Subcontracting Plan is submitted in accordance with FAR 19.701, 19.708(b), FAR 52.219-8 and 52.219-9.

3. Method for Developing Subcontracting Goals

The Project Manager will consult with the Supplier Diversity Program Manager and Director of Procurement to determine acquisition needs that can be subcontracted. We will search source lists of SB, HUBZone, SDB, WOSB and VOSB and SDVOSB firms that can provide those supplies and services. We will investigate the firms' capabilities/past performance and consider our own experience and the experience of references with these firms to determine if they are qualified to provide what is needed. If there are qualified SB, HUBZone, SDB, WOSB and VOSB and SDVOSB firms that offer the needed supplies or services, reasonable goals are set after considering the value of the needed subcontracts and the pool of qualified firms.

4. Method for Identifying Potential Sources

Source lists utilized in identifying SB, HUBZone, SDB, WOSB and VOSB and SDVOSB firms to meet established program needs include:

- The Government System for Award Management (SAM) Business Search Database
- State and regional Small Business Administration resources
- National Minority Purchasing Council Vendor Information Service
- The Research and information Division of the Minority Business Development Agency in the Department of Commerce
- Trade Associations for SB, HUBZone, SDB, WOSB and VOSB and SDVOSB concerns
- Dun & Bradstreet procurement planning directory
- Sponsorship or and/or participation in various local, regional, and national SB trade fairs and conferences
- Coordination and cooperation with SB organizations, economic development organizations, and commercial and government organizations at the local, state and federal levels.

5. Indirect Costs

Indirect costs are included in the goals under this Master Subcontracting Plan.

6. Supplier Diversity Program Manager:

The following employee will administer the Supplier Diversity Program:

Name: Steve A. Bowman, C.P.M.
Title: Dir. of Procurement/Supplier Diversity Program Manager
151 Lafayette Dr., Suite 201
Oak Ridge, TN 37830
Phone: (865)481-6363
Email: supplierdiversity@energysolutions.com

This administrator's duties, as they relate to Energy*Solutions*' subcontracting program include:

- Overall responsibility for the Energy*Solutions* Supplier Diversity Program
- Assisting the Procurement Managers to develop, prepare, and execute subcontracting plans
- Assisting the Procurement Managers in the development of SB, HUBZone, SDB, WOSB and VOSB and SDVOSB source lists.
- Attending and or arranging attendance of purchasing personnel at business opportunity workshops, Minority Business Enterprise seminars, trade fairs, procurement conferences, etc.
- Ensuring that SB, HUBZone, SDB, WOSB and VOSB and SDVOSB are made aware of subcontracting opportunities and how to prepare acceptable offers
- Conducting and arranging training for purchasing personnel on small business matters
- Monitoring performance under subcontracting plan and making necessary adjustments to achieve goals.
- Preparing and submitting required subcontract reports into the Electronic Subcontract Reporting System (eSRS).
- Coordinating activities during Federal agency compliance reviews.

Energy*Solutions*, LLC (Energy*Solutions*) Master Subcontracting Plan includes veteran-owned small business concerns (VOSB), service-disabled veteran-owned small business concerns (SDVOSB), historically underutilized business zone (HUBZone) concerns, small business concerns (SB), small disadvantaged business concerns (SDB), and women-owned small business concerns (WOSB).

The Small Business Subcontracting Plan is submitted in accordance with Public Law 95-507, 103-355, 105-135 Historically Underutilized Business Zone Act of 1997, and the Veteran Entrepreneurship and Small Business Development Act of 1999. P.L. 106-50 as implemented by Federal Acquisition Regulation 19.702, the Defense Supplement thereto, Public Law 100-180 and 103-33.

7. Small Businesses Equitable Opportunity to Compete

The following efforts will be taken to assure that SB, HUBZone, SDB, WOSB and VOSB and SDVOSB concerns will have an equitable opportunity to compete for subcontracts:

- Outreach efforts will be made to obtain sources:
    a. contacting minority and small business trade associations;
    b. contacting business development organizations;
    c. attending small and minority business procurement conferences and trade fairs; and
    d. Using SAM (System for Award Management)
- Internal efforts will be made to guide and encourage purchasing personnel:
    a. Presenting workshops, seminars, and training programs;

b. Establishing and maintaining SB, HUBZone, SDB, MOSB, WOSB and VOSB and SDVOSB concern source lists, guides and other data for soliciting subcontracts; and
c. Monitoring compliance with the subcontracting plan.

8. Assurances and Flowdowns

Energy*Solutions* agrees to include the Federal Acquisition Regulation (FAR) clause 52.219-8 entitled "Utilization of Small Business Concerns" in all subcontracts greater than $150,000 that offer further subcontracting opportunities. All subcontractors (except SB Concerns) who receive subcontracts in excess of $700,000 (or $1.5 million for the construction of any public facility) will be required to adopt and comply with a subcontracting plan similar to the plan required by FAR 52.219-9, entitled "Small Business Subcontracting Plan."

The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential SB, HUBZone, SDB, WOSB and VOSB and SDVOSB subcontractors, and prior experience. Upon approval and implementation, plans will be monitored.

9. Reports and Studies

Energy*Solutions* agrees to cooperate in studies or surveys as may be required by the contracting agency, contracting company or the Small Business Administration to comply with Company's master subcontracting plan.

Energy*Solutions* agrees to submit an annual Summary Subcontract Reports (SSR) to the contracting company or to the government using eSRS in accordance with the instructions on the web site http://www.esrs.gov or as provided in agency regulations or via the contracting companies preferred report submittal tool.

The report shall be submitted annually for the prior fiscal year, no later than Jan. 30th of the subsequent year to the offeror's official responsible for acknowledging receipt of or rejecting the subcontracting plan results.

10. Recordkeeping

As required by FAR 19.704 (a)(11), records will be maintained by Energy*Solutions* to document the procedures adopted for compliance with the requirements and goals in the subcontracting plan.

These records will include the following categories:

- Source list, guides, and other data identifying SB, HUBZone, SDB, WOSB and VOSB and SDVOSB concerns;
- Organizations contacted to locate SB, HUBZone, SDB, WOSB and VOSB and SDVOSB concerns;
- Records to support additional outreach efforts (e.g., contacts with minority and small business trade associations, attendance at small and minority business procurement conference and trade fairs); and

- Records to support internal activities to (1) guide and encourage purchasing personnel (e.g., workshops, seminars, training programs) and (2) monitoring activities to evaluate compliance.

11. Description of Good Faith Effort

Maximum practicable utilization of SB, HUBZone, SDB, WOSB, VOSB and SDVOSB concerns as subcontractors in Government contracts is a matter of national interest with social and economic benefits. When a contractor fails to make a good faith effort to comply with a subcontracting plan, these objectives are not achieved and 15 U.S.C. 637(d)(4)(F) directs that liquidated damages shall be paid by the contractor. In order to demonstrate Energy*Solutions'* compliance with a good faith effort to achieve the SB, HUBZone, SDB, WOSB and VOSB and SDVOSB subcontracting goals, an outline of the steps Energy*Solutions* will follow are listed below:

All subcontracts greater than $30,000 will be reviewed by procurement personnel for subcontracting opportunities;

Each contract of $700,000 or more will require a small business subcontracting plan;

Intense outreach efforts will be conducted to include small and diversity owned businesses; and

The Procurement Director will monitor SB goals and discuss via monthly procurement staff meeting to ensure compliance.

12. Written Notification to Contracting Officer

Energy*Solution*s agrees to provide a written explanation of failure to make a good faith effort as described in Section 12 above within 30 days of contract completion.

13. Subcontractor Discussions

EnergySolutions agrees that it will not prohibit a Subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a Subcontractor.

14. Timely Payments to Subcontractors

As required by FAR 52.242-5, Energy*Solutions* will ensure timely payment of amounts due pursuant to the terms of subcontracts with SB, HUBZone, SDB, WOSB and VOSB and SDVOSB concerns and will notify Contracting Officer when we make a reduced or untimely payment to a small business subcontractor.

This Master Subcontracting Plan was submitted by:

_____ 9/2/20

Name *Date*

Steve A. Bowman, CPM
Dir. of Procurement/Supplier Diversity Program Manager
151 Lafayette Dr., Suite 201
Oak Ridge, TN 37830
Phone: (865)481-6363
supplierdiversity@energysolutions.com

This Master Subcontracting Plan was approved by:

_____ _____

Name *Date*