OMB Approval 2700-0042

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING ▶	PAGE 1 OF PAGES 1
2. CONTRACT (Proc. Inst. Ident.) NO. DE-AM30-10CC60041	3. EFFECTIVE DATE JULY 1, 2010	4. REQUISITION/PURCHASE REQUEST/PROJECT NO.	

5. ISSUED BY CODE

UNITED STATES DEPARTMENT OF ENERGY
ENVIRONMENTAL MANAGEMENT
CONSOLIDATED BUSINESS CENTER
250 EAST 5TH STREET SUITE 500
CINCINNATI, OH 45202

6. ADMINISTERED BY (If other than Item 6) CODE

7. NAME AND ADDRESS OF CONTRACTOR (No. street, county, state and ZIP Code)

PHILOTECHNICS LTD
201 RENOVARE BLVD
OAK RIDGE, TENNESSEE 37830
DUNS: 090969346

CODE FACILITY CODE

8. DELIVERY
☐ FOB ORIGIN ☒ OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN: ▶ ITEM **SECTION G.04**

11. SHIP TO/MARK FOR CODE

12. PAYMENT WILL BE MADE BY CODE

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

14. ACCOUNTING AND APPROPRIATION DATA

15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE SCHEDULE – SECTIONS B AND J				
				15G. TOTAL AMOUNT OF CONTRACT ▶	**$ 24,900,000.00**

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. ☐ CONTRACTOR'S NEGOTIATED AGREEMENT *(Contractor is required to sign this document and return _____ copies to issuing office.)* Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. *(Attachments are listed herein.)*

18. ☒ AWARD *(Contractor is not required to sign this document.)* Your offer on Solicitation Number **DE-RP30-09CC00046**, including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.

19A. NAME AND TITLE OF SIGNER *(Type or print)*

20A. NAME OF CONTRACTING OFFICER
DAVID H. HESS

19B. NAME OF CONTRACTOR
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. ~~UNITED STATES~~ OF AMERICA
BY *(Signature of Contracting Officer)*

20C. DATE SIGNED
6/30/2010

PART I- SECTION B

SUPPLIES OR SERVICES AND PRICE/COSTS

B.01 ITEMS BEING ACQUIRED

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Contract and/or any Task Order as furnished by the Contracting Officer) and otherwise do all things necessary for, or incidental to, the performance of Task Orders issued under this contract to accomplish the objectives and requirements of Section C, Performance Work Statement from various locations nationwide (continental United States). The Contractor shall receive Orders to accomplish the tasks for the period stipulated in the Task Order. All work under this contract shall be based on Task Orders issued and authorized as detailed in Section H.08 & H.09, Ordering Procedures.

B.02 PRICE SCHEDULE

The firm fixed unit prices for Contract Line Item Numbers (CLINs) 0001-0008, 0009B, 0010-0012 and 0014 below may be found in Section J, Attachment B, Price List. CLINs 0013 and 0015 may be either firm fixed price or cost reimbursement and will be determined at the Task Order Level.

B.03 MINIMUM AND MAXIMUM QUANTITIES

a. In accordance with Section I Clause, FAR 52.216-22 Indefinite Quantity, the minimum quantity to be ordered under this contract is an amount which will equal $25,000. The minimum quantity may be ordered under one or more Task Orders and under one or more CLINs.

b. In accordance with Section I Clause, FAR 52.216-22 Indefinite Quantity, the maximum quantity which may be ordered under all resulting contract(s) is $24,900,000; this ceiling value is established for all Multiple Award Contracts combined. This amount includes quantities from DOE offices as well as authorized DOE contractors. Notwithstanding either the estimated quantities or the maximum quantity as contained herein, the Government is obligated to order only the minimum quantity in paragraph a. above.

c. The minimum and maximum quantities specified in paragraphs a. and b. of this clause apply to the entire period of contract performance and do not apply to any individual CLIN. There is no minimum quantity for any individual contract line item.

PART I- THE SCHEDULE

SECTION C

PERFORMANCE WORK STATEMENT (PWS)

C.00 Background

Low-Level Waste (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 and 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-regulated facility for disposal. 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.

Over the years, the U.S. Department of Energy (DOE) has generated large quantities of the equivalent of Class A, B and C, Low-Level Waste and Mixed Low-Level Waste (MLLW)[1] during operations and remediation of facilities and laboratories. DOE seeks a variety of non-Federal LLW and MLLW Treatment Services, located in the United States of America, 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, the Federal Facility Agreement (FFA), Toxic Substances Control Act (TSCA)/polychlorinated biphenyl (PCB) regulations, and any other applicable laws. DOE also seeks Bulk Survey For Release (BSFR) (CLIN 0014) and Ancillary Services, including DOE authorized release services (CLIN 0015).

C.01 Objectives

The contract objectives are to provide:

(a) Treatment services for LLW and MLLW;
(b) BSFR in accordance with NRC or Agreement State requirements;
(c) Ancillary services that may be necessary to accomplish (a)-(b), and DOE Order 5400.5 Authorized Release.

[1] The term 'mixed waste' is waste that contains both source, special nuclear, or by-product material subject to the *Atomic Energy Act of 1954*, as amended, and a hazardous component subject to the *Resource Conservation and Recovery Act*.

Treatment services for LLW and MLLW may include, but is not limited to, macroencapsulation, stabilization, vacuum-assisted thermal desorption, thermal treatment, incineration, combustion, thermal destruction, solvated electron, labpack and aerosol preparation, etc.

BSFR is a licensed process approved by the appropriate regulatory agency (NRC or Agreement State) that allows for the survey and release of materials with extremely low levels of radioactive contamination in specified industrial waste landfills.

Ancillary Services includes support services, including, but not limited to: interim storage and transportation of waste, regulatory report writing, data analysis, assessment, interpretation, verification and presentation, technical oversight of MLLW/LLW activities, and DOE Authorized Release in accordance with DOE Order 5400.5.

C.02 Regulatory Frameworks

The FFA is a binding interagency agreement between the U.S. Environmental Protection Agency (EPA), DOE, and the respective State(s) where the DOE site(s) is located. The FFA governs the corrective and Remedial Action (RA) processes from the investigation of individual Operable Units through their remediation and is designed to integrate the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) response action process with the corrective measures provisions of the RCRA. The FFA describes procedures for the parties to set annual work priorities for each process.

Cleanup activities at various sites may be governed by different agreements. The agreements will be specifically identified in the individual Task Orders and may be derived from the FFCA, CERCLA, RCRA, DOE Orders, NRC or Agreement State rules, or other site-specific requirements.

C.03 Contract Line Items (CLINs)

See Section B.02 Price Schedule.

C.04 Requirements

The requirements are divided into three independent sections, corresponding to the contract objectives: LLW/MLLW Treatment Services, BSFR Services, and Ancillary Services. ***The requirements for each section apply only to those contractors who obtain an award for the CLIN(s) applicable to that section.***

Section C.04.1 describes requirements for:

- Wastes that are adequately defined and characterized and may be treated using firm fixed unit price CLINs 0001-0008, 0009B, and 0010-0012. The Price Lists for CLINs 0001-0008, 0009B and 0010-0012, are provided in Section J, Attachment B.

- Wastes that are not well defined, or may require several processing steps (CLIN 0013, Unique MLLW/LLW Requiring Special Processing). Specific CLIN 0013 scopes will be determined at the Task Order level, and may be cost reimbursement, or firm-fixed price.

Section C.04.2 contains requirements for LLW that is adequately characterized, and may be managed under the firm fixed unit price CLIN 0014, Bulk Survey For Release.

Section C.04.3 describes the requirements for CLIN 0015, Ancillary Services. Specific scopes are unknown at this time, and will therefore be determined at the Task Order level, and may be firm-fixed price, or cost reimbursement.

Note: All days are calendar days unless otherwise specified.

C.04.1 LLW/MLLW Treatment Services (applicable to CLINs 0001-0013, except as noted)

Licenses, Permits and Regulatory:

1. The contractor shall furnish all personnel, labor, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract and/or any order as furnished by the Ordering Activity/Waste Generator) and otherwise do all things necessary for the treatment of LLW and/or MLLW.

2. The contractor shall possess, maintain and keep current appropriate licenses and permits as required by Federal, state and local laws and ordinances that enables receipt, storage and treatment of LLW and/or MLLW. All waste shall be treated in accordance with applicable laws, regulations, and DOE Orders (e.g., Section J, Attachment C, DOE Order 435.1, Radioactive Waste Management, etc). Treated waste shall meet the waste acceptance criteria and the Land Disposal Restriction treatment standards (MLLW only) of the designated disposal site.

3. 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.

4. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits, Section H.30 and Section J, Attachment C.

Title:

5. Wastes to be treated were generated at Government facilities or under Government contracts. Responsibility for the waste remains with the Ordering Activity/Waste Generator until accepted by the treatment contractor. DOE retains title of the waste until transferred to, and accepted by, a disposal contractor (i.e., the treatment contractor will never hold title to the waste).

Transportation:

6. DOE is responsible for the transportation of waste to and from the treatment facility, unless otherwise specified as part of CLIN 0015, Ancillary Services.

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

8. Upon acceptance and/or approval of waste generator supplied information specific to the waste stream to be accepted by the waste treatment provider under this contract, the contractor will issue a Notice to Transport to the waste generator within 5 days.

9. The contractor shall provide services to survey vehicles used to transport the wastes 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 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. Any vehicle contamination will be reported to the Ordering Activity/Waste Generator and DCO within 24 hours of detection for determination of corrective action prior to decontamination and delivery 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 Department of Transportation (DOT) release criteria.

10. The contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider for wastes delivered under this contract. If applicable, 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:

11. The contractor shall provide a Shipment Delivery Scheduler point of contact for scheduling shipments from the Ordering Activity/Waste Generators and for receipt of the DOT advanced shipment notifications. The Shipment Delivery Scheduler is documented in Section G, *Contract Administration Data*. The shipment documentation required under this contract and/or Task Order 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 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)), NRC Form 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 CO 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.

12. The contractor shall unload the radioactive waste using appropriate safety standards, guidelines, facility procedures and in accordance with its licenses, permits, and Federal, state, and local laws and ordinances.

13. 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 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.

Operations:

14. The contractor shall not intermingle DOE wastes with that of non-DOE Waste Generators.

15. The contractor shall complete all appropriate treatment, packaging, and certification functions within the prices established in this contract and any resulting Task Orders while adhering to schedule requirements and all DOE and regulatory requirements.

16. All commercial Treatment, Storage and Disposal Facilities (TSDFs) are required to be audited in accordance with DOE Order 435.1 annual audit requirements, or equivalent (currently most facilities performing services for DOE rely on the DOE Consolidated Audit Program (DOECAP)). DOECAP may also be used as the vehicle for other DOE or EM reviews deemed appropriate or required. Contractors shall allow reasonable site access to personnel for these purposes. Any costs shall be included in the firm fixed unit rates and the Task Orders' prices.

17. 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 contract shall be provided to the Ordering Activity/Waste Generator, DCO within 24 hours of the incident. 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.

18. The contractor shall properly treat and dispose of all byproduct, residual and secondary waste in compliance with Federal and state regulations and permits. These costs shall be included in the firm fixed unit rates and the Task Orders' prices. Any co-mingling of primary wastes with byproduct, residual and secondary wastes shall be in accordance DOE Order 435.1, Federal, State, and local laws, regulations and guidance (as applicable), the waste acceptance criteria of the site, and Land Disposal Restrictions (MLLW).

19. 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 DOE in writing at least 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.

<u>Reporting Requirements</u>:

20. As requested, all documentation, records, and modifications, shall be submitted to the DCO. The contractor shall promptly (within 48 hours) respond to questions regarding documentation and reports. Any costs shall be included in the firm fixed unit rates and the Task Orders' prices.

21. 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), the contractor's Closure Plan, and any other authorizations, exemptions, 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 contract.

22. For laboratories not previously approved by DOE, prior to receiving samples for offsite analysis, the contractor shall provide copies of the current radioactive material licenses and most recent Audit Report supporting treatment 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 request.

23. The contractor shall document treatment as appropriate for the type of waste and treatment required to ensure that Federal, State, and disposal site criteria have been met, and provide this documentation to the Ordering Activity/Waste Generator within 15 working days of completion of treatment.

24. 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. If any DOE waste stream is involved or impacted, the contractor will provide the NOV documentation. DOE will consider and handle this information as Business Sensitive.

25. The contractor shall verbally notify the affected Ordering Activity/Waste Generator and the CO 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.

26. On an annual basis, the contractor shall provide a Waste Treatment Report to the CO and the EM Office of Disposal Operations (EM-12), documenting the following. A Final Summary Report shall be provided within 30 days after completion of work under the contract.

    a. Monthly waste shipments including weights, volumes, source, radionuclide content/characterization data, treatment methods and Waste Profile Record results.

    b. 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; occurrences or events, which adversely affected treatment operations and associated impact on operations and scheduled receipt or treatment.

27. Thirty days after physical completion of work conducted under this contract, the contractor shall submit a Contract Closeout Plan to the CO. The contractor must address closeout activities, as appropriate, including but not limited to all remaining administrative matters, resolution of any open litigations, audit of indirect costs, record disposition required by the Government, records turnover to DOE (including review, organizing and packaging), closeout of subcontracts, and the Final Summary Report.

Nonconformance:

28. The contractor shall have no obligation to receive, handle, store, or treat any waste material delivered to the contractor's facility which is nonconforming waste material, 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 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"). The determination of nonconformance shall be made unilaterally by the Contractor.

29. 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 regulations, the Waste Generator's Waste profile, or arrive damaged or unusually difficult to unload, 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 the contract.

30. Any waste that fails to meet disposal facility WAC and/or Land Disposal Restrictions after treatment (MLLW only), as determined by the DCO, shall be retreated by the contractor at no additional cost to DOE until the waste qualifies for disposal. If all reasonable attempts to reprocess the waste fail, the contractor shall prepare the waste for return to DOE for storage. The treatment contractor shall bear all processing expense for any waste that the contractor is unable to treat. The contractor shall refund any partial payment that may have been paid within ten days of shipment of the waste to the Waste Generator.

    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 contractor 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. DOE recognizes that waste characterization and treatment of MLLW may be complex. If DOE provides inaccurate or incomplete waste characterization data, there may be the need for change orders or requests for equitable adjustment. These issues will be handled in an expedient manner.

Additional Requirements Applicable to CLIN 0013, Unique MLLW/LLW Requiring Special Processing:

This section provides additional requirements applicable only to CLIN 0013. The purpose of CLIN 0013 is to provide comprehensive task-based treatment services for unique, uncertain, multi-process, and/or difficult TSCA, RCRA or other MLLW and LLW. This treatment scope includes, but is not limited to: waste characterization, treatability studies, macroencapsulation, stabilization, concentration, vacuum-assisted thermal desorption, thermal treatment, incineration, combustion, thermal destruction, solvated electron, labpack and aerosol preparation, on-DOE site treatment, classified wastes, etc. For unique requiring special processing, e.g., waste that is treated at a DOE site or facility, specific DOE Orders, security, badging, etc., requirements, and other interfaces will be defined at the Task Order level.

31. A Waste Profile Record shall be used for waste characterization together with waste samples, as necessary, to formulate a treatment method for the unique waste. The Waste Profile Record will be provided by the Ordering Activity/Waste Generator to the contractor.

32. Scientifically accepted standards and procedures approved by applicable regulatory authorities shall be used in the formulation of a treatment method adhering to EPA requirements and the requirements of the disposal contractor's licenses and permits.

33. The CLIN 0013 treatment contractor may be requested to review Ordering Activity/Waste Generator Sampling and Analysis Plans (SAPs). The SAPs will govern the sampling and analysis of wastes prior to shipment under the contract and will:

    a. Include mutually agreeable procedures for measurement of the physical, chemical and radiological parameters of the radioactive waste and/or mixed radioactive waste at the Waste Generator site, as necessary, to ensure that the material complies with the disposal contractor's WAC prior to shipment;
    b. Be consistent with the disposal contractor's license and permit requirements;
    c. SAP reviews shall be completed within 30 days of request.

C.04.2 Bulk Survey For Release Services (applicable to CLIN 0014 only)

Licenses, Permits and Regulatory:

1. The contractor shall furnish all personnel, labor, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract and/or any order as furnished by the Ordering Activity/Waste Generator) and otherwise do all things necessary for the release of material in qualified landfills.

2. The contractor shall possess, maintain and keep current appropriate licenses and permits as required by Federal, state and local laws and ordinances that enable BSFR. All waste shall be released in accordance with applicable laws, regulations, and DOE Orders (e.g., Section J, Attachment C, DOE Order 435.1, Radioactive Waste Management, etc). Released waste shall meet the waste acceptance criteria of the designated landfill.

3. 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.

4. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits, Section H.30 and Section J, Attachment C.

Title:

5. Title to the material shall pass to the BSFR contractor upon the contractor's issuance of a "Certification of Release," regardless of when or where the contractor takes physical possession. Title and all other incidents to the material shall thereupon transfer from the Ordering Activity/Waste Generator and shall be held by the BSFR contractor. 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. Documentation shall be provided to the Ordering Activity/Waste Generator, DCO within 15 days after approval.

Transportation:

6. DOE is responsible for the transportation of LLW, unless otherwise specified, as part of CLIN 0015, Ancillary Services.

7. All LLW material shipped from the Waste Generator on an individual shipping manifest shall be considered a "shipment" under the terms of this contract.

8. Upon acceptance and/or approval of waste generator supplied information specific to the waste stream to be accepted by the waste treatment provider under this contract, the Contractor will issue a Notice to Transport to the waste generator within 5 days.

9. The contractor shall provide services to survey vehicles used to transport the wastes 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 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. Any vehicle contamination will be reported to the Ordering Activity/Waste Generator and DCO within 24 hours of detection for determination of corrective action prior to decontamination and delivery 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.

10. The contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider for material delivered under this contract.

<u>Receipt of Waste</u>:

11. The contractor shall provide a Shipment Delivery Scheduler point of contact for scheduling shipments from the Ordering Activity/Waste Generators and for receipt of the DOT advanced shipment notifications. The Shipment Delivery Scheduler is documented in Section G, *Contract Administration Data*. The shipment documentation required under this contract and/or Task Order 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)), NRC Form 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.

12. The contractor shall unload the LLW using appropriate safety standards, guidelines, facility procedures and in accordance with its licenses, permits, and Federal, state, and local laws and ordinances.

13. 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 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.

Operations:

14. The contractor shall complete all appropriate BSFR functions within the prices established in this contract and any resulting Task Orders while adhering to schedule requirements and all applicable DOE and regulatory requirements.

15. All commercial TSDFs are required to be audited in accordance with DOE Order 435.1 annual audit requirements, or equivalent (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. Contractors shall allow reasonable site access to personnel for these purposes. Any costs shall be included in the firm fixed unit rates and the Task Orders' prices.

16. 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 contract shall be provided to the Ordering Activity/Waste Generator, DCO within 24 hours of the incident. 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.

17. The BSFR contractor shall properly treat and dispose of all byproduct, residual and secondary waste (if any) in compliance with Federal and state regulations and permits. These costs shall be included in the firm fixed unit rates and the Task Orders' prices. Any co-mingling of primary wastes with byproduct, residual and secondary wastes shall be in accordance DOE Order 435.1, Federal, State, and local laws, regulations and guidance (as applicable) and the waste acceptance criteria of the site.

Reporting Requirements:

18. As requested, all documentation, records, and modifications, shall be submitted to the DCO. The contractor shall promptly (within 48 hours) respond to questions regarding documentation and reports. Any costs shall be included in the firm fixed unit rates and the Task Orders' prices.

19. Upon request, the contractor shall provide the Ordering Activity/Waste Generator or DCO a copy of the Certification of Release.

20. As requested by the DCO, the contractor shall provide complete documentation of: permits or licenses for release of material, documenting that the contractor is authorized to receive, handle, and release the material under this contract.

21. For laboratories not previously approved by DOE, the contractor shall provide copies 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.

22. For all NOVs issued by regulatory agencies that may impact release of waste, the contractor shall verbally notify the DCO within 24 hours. If any DOE waste stream is involved or impacted, the contractor will provide the NOV documentation. DOE will consider and handle this information as Business Sensitive.

23. The contractor shall verbally notify the affected Ordering Activity/Waste Generator and the CO 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.

24. Thirty days after physical completion of work conducted under this contract, the contractor shall submit a Contract Closeout Plan to the CO. The contractor must address closeout activities, as appropriate, including but not limited to all remaining administrative matters, resolution of any open litigations, audit of indirect costs, record disposition required by the Government, records turnover to DOE (including review, organizing and packaging), and closeout of subcontracts.

Nonconformance:

25. The contractor shall have no obligation to receive, handle, store, or release any waste material delivered to the contractor's facility which is nonconforming, 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 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"). The determination of nonconformance shall be made unilaterally by the Contractor.

26. 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 regulations, the Waste Generator's Waste profile, or arrive damaged or unusually difficult to unload, 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 the contract.

27. Any waste that fails to meet landfill WAC due to some error, fault or oversight of the BSFR contractor, as determined by the DCO, shall be processed by the BSFR 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 contractor shall prepare the waste for return to DOE for storage. The BSFR contractor shall bear all processing expense for any waste that the contractor is unable to release due to 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.

    If the contractor cannot release the material to the BSFR criteria 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 BSFR 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 contractor 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. DOE recognizes that waste characterization and release of LLW may be complex. If DOE provides inaccurate or incomplete waste characterization data, there may be the

need for change orders or requests for equitable adjustment. These issues will be handled an in expedient manner.

C.04.3 Ancillary Services (applicable to CLIN 0015 only):

The contractor shall provide task-based treatment support services, including, but not limited to: interim storage and transportation of waste, regulatory report writing, data analysis, assessment, verification, technical oversight of MLLW/LLW activities, and technical support for Authorized Release in accordance with DOE Order 5400.5 (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.

C.05 Acronyms

ASME	American Society of Mechanical Engineers (ASME)
BSFR	Bulk Survey For Release
CERCLA	Comprehensive Environmental Response, Compensation, and Liability Act
CFR	Code of Federal Regulations
CLIN	Contract Line Item Number
CO	Contracting Officer for the Basic Contract
DCO	Designated Contracting Officer for the Task Order(s) issued under the Basic Contract
DCOR	Designated Contracting Officer's Representative for the Task Order(s) issued under the Basic Contract
DOE	U.S. Department of Energy
DOT	Department of Transportation
EMCBC	Environmental Management Consolidated Business Center
EPA	U.S. Environmental Protection Agency
ES&H	Environmental Safety and Health
FFA	Federal Facility Agreement
GTCC	Greater-Than-Class C
IDIQ	Indefinite Delivery Indefinite Quantity
LLW	Low-Level Waste
MLLW	Mixed Low-Level Waste
NQA-1	Nuclear Quality Assurance-1
NRC	Nuclear Regulatory Commission
NOVs	Notice of Violations
OSHA	Occupational Safety and Health Administration
PCB	Polychlorinated Biphenyl
QA	Quality Assurance
RA	Remedial Action
RCRA	Resource Conservation and Recovery Act
PWS	Performance Work Statement
TSCA	Toxic Substances Control Act

TSDFs	Treatment, Storage and Disposal Facilities
WAC	Waste Acceptance Criteria

PART I- THE SCHEDULE

SECTION D

PACKAGING AND MARKING

D.01 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good industry practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate.

D.02 MARKING

(a) Each package, report, or other deliverable shall be accompanied by a letter or other document that:

(1) Identifies the contract number under which the item is being delivered.

(2) Identifies the deliverable Item Number or Report Requirement that requires the delivered item(s).

(3) Indicated whether the contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract.

PART I- THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

E.01 INSPECTION

Inspection of all items under Task Orders performed under this contract shall be accomplished by the Designated Contracting Officer (DCO) or the Designated Contracting Officer's Representative (DCOR) as a duly authorized representative.

E.02 ACCEPTANCE

Acceptance of all work and effort under Task Orders performed under this contract (including "Reporting Requirements," if any) shall be accomplished by the Designated Contracting Officer or the duly authorized representative and in accordance with this basic contract and/or the individual Task Order acceptance criteria.

E.03 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.

CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

E.04 Fixed Price Clauses

FAR 52.246-4 INSPECTION OF SERVICES - FIXED PRICE (AUG 1996)

E.05 Cost Reimbursement Clauses

FAR 52.246-5 INSPECTION OF SERVICES - COST-REIMBURSEMENT (APR 1984)

PART I- THE SCHEDULE

SECTION F

DELIVERIES OR PERFORMANCE

F.01 PERIOD OF PERFORMANCE

The period of performance for ordering shall be through five (5) years from the date of award of the basic contract. Performance under any resulting Task Orders shall not exceed five (5) years in duration. All Task Order performance must be complete within six (6) years from the date of award of the basic contract and in accordance with on-site storage and regulatory requirements.

F.02 PLACE OF PERFORMANCE

The primary locations for the performance of work under this contract will be the contractor's facility(ies). Secondary locations may be Government/Government supported sites that are located throughout the United States. Generally, Government/Government supported work sites shall be at current or former DOE or DOE contractor locations in which Atomic Energy Commission, Energy Research and Development Administration, or Department of Energy work was, or is being, performed. Non-DOE sites may be included on a case by case basis. The actual place of performance shall be set forth in each Task Order.

F.03 DELIVERABLES

Deliverables for the basic contract and Task Orders, where applicable, are identified in Section J, Attachment A. Task Orders will specify additional required deliverables in each Task Order. Task Orders will be issued in accordance with Section H.08.

CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

F.04 Fixed Price Clauses

FAR 52.242-15 STOP WORK ORDER (AUG 1989)
FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

F.05 Cost Reimbursement Clauses

FAR 52.242-15 STOP WORK ORDER (AUG 1989) - ALTERNATE I (APR 1984)
FAR 52-249-14 EXCUSABLE DELAYS (APR 1984)

PART I- THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

G.01 CORRESPONDENCE PROCEDURES

1. For orders issued by offices of the U.S. DOE:

To provide timely and effective administration, correspondence (except for invoices) submitted under this contract shall be subject to the procedures listed below. Each Task Order shall contain the name and address of the Designated Contracting Officer (DCO) and the Designated Contracting Officer's Representative (DCOR) for the individual Task. The basic contract shall be administered by the CO designated below.

(a) Correspondence. All correspondence shall be sent concurrently to both the DCO and the DCOR.

(b) CO's Address. The address for the DCO and DCOR shall be contained in each Task Order. The CO for the basic contract is included in Clause G.06.

(c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

SUBJECT: CONTRACT NO. **DE-AM30-10CC60039/Order ##**

2. For orders issued by authorized U. S. DOE contractors:

For orders issued by U. S. DOE authorized contractors, correspondence procedures shall be as specified in individual Task Orders. For orders issued by U. S. DOE authorized contractors, the following terms and phrases which appear in the basic contract shall be interpreted relative to the individual order to read as follows:

a. U.S Department of Energy, Department of Energy, DOE, the Government, or any other term or phrase intended to refer to the U.S. Department of Energy or the United States of America, shall be construed to mean the contractor or other entity placing the order.

b. Designated Contracting Officer, Designated Contracting Officer's Representative, DOE-DCOR, and any other term or phrase intended to refer to an authorized representative of the United States Department of Energy or the United States of America shall be construed to mean "authorized representative" of the contractor or other entity placing the order.

G.02 GOVERNMENT CONTACT FOR POST AWARD ADMINISTRATION

The Contractor shall use the DCO at the address provided in the Task Order as the point of contact for all matters regarding the Task Order except technical matters. The Point of Contact for the basic contract is identified in G.06 of this contract.

G.03 CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The DCOR for a Task Order will be identified in each individual Task Order.

G.04 SUMBISSION OF VOUCHERS/INVOICES

1. For task orders issued by offices of the U. S. DOE:

For each Task Order, the contractor shall submit invoices on Cost reimbursement Task Orders in accordance with FAR 52.216-7 - "Allowable Cost and Payment (DEC 2002)" and FAR 52.216-8 - "Fixed Fee (MAR 1997)". Firm-Fixed-price Task Orders with small businesses shall be paid in accordance with FAR 52.232-16 - "Progress Payments (APR 2003) ALTERNATE I (MAR 2000)" if progress payments are requested. Firm-Fixed-price Task Orders without progress payments will be paid upon completion of the Task Order in accordance with FAR 52.232-25, "Prompt Payment (OCT 2008)".

The contractor shall invoice the DCO under Task Orders monthly (or more frequently if approved by the DCO) for its charges and expenses properly allocable to work under each Task Order. The invoice (Standard Form 1034) should include a statement of cost for services rendered. This statement should include, at a minimum, a breakout by cost or price element (Contract Line Item Number/CLIN) of all services actually provided by the contractor, both for the current billing period and cumulatively for the entire task contract. The charges for the current billing period (month) shall be accompanied by any relevant supporting documentation, such as time sheets or outside invoices. Any charges for travel include the destination, employee who incurred the cost, and the brief statement explaining the purpose of the travel along with a copy of all receipts. The statement of cost must include a certification statement signed by a responsible official of the contractor. In some instances, copies of supporting bills and invoices may be requested by the DCO. The invoice will be paid after approval and certification by the DCO of satisfactory contract performance.

The Contractor is encouraged to submit, in accordance with the Payments provisions of this contract, an electronic Invoice using the Vendor Inquiry Payment Electronic Reporting System (VIPERS) system at <http://finweb.oro.doe.gov/vipers.htm>. The benefits of using the electronic invoicing function within VIPERS include increased accuracy and response time, thus resulting in more expeditious payment of invoices. Detailed instructions on how to enroll and use the system are provided on the web page.

However, paper submissions can still be accommodated. The Contractor shall submit the original of any paper invoice(s) (Standard Form 1034) in accordance with the Payments provision to:

U.S. Department of Energy
Oak Ridge Operations Office
Oak Ridge Financial Service Center, FM-71
200 Administration Road
Oak Ridge, TN 37830
1-888-251-3557

Submit one copy with all supporting documentation to the address specified in each Task Order.

2. For orders issued by authorized U. S. DOE contractors:

As specified in individual Task Orders.

G.05 SHIPMENT DELIVERY SCHEDULER

The contractor's Shipment Delivery Scheduler for this basic contract is listed below.

Ms. Annette Hansen
Philotechnics, Ltd.
Oak Ridge, TN 37830
(865) 285-3009
ahansen@philotechnics.com

Changed via Modification 001

G.06 CONTRACTING OFFICER

The Contracting Officer for the basic contract is listed below:

U. S. Department of Energy
Environmental Management Consolidated Business Center
F. Robert Ribail
250 East Fifth Street, Suite 500
Cincinnati, OH 45202
(513) 246-0222
robert.ribail.com@emcbc.doe.gov

Changed via Modification 001

The DCO for a Task Order will be identified in each individual Task Order.

G.07 OFFICE OF ENVIRONMENTAL MANAGEMENT TASK ORDER OMBUDS

(a) Pursuant to FAR 16.505(b)(5) and DEAR 916.505(b)(5), an ombuds has been appointed to facilitate the resolution of concerns regarding this acquisition from offerors, potential offerors, and others. The ombuds does not participate in the evaluation of proposals, the source selection process, or the adjudication of protests or formal contract disputes. The ombuds may refer the party to another official who can resolve the concern.

(b) The existence of the ombuds does NOT affect the authority of the contracting officer.

(c) The ombuds does not disclose and is not required to disclose any information provided in confidence, except to address an imminent risk of serious harm. Records pertaining to a complaint, inquiry, or investigation are confidential and not subject to disclosure outside the ombuds' office. The ombuds does not reveal the identity of a complainant without that person's express consent. The ombuds may, at the ombuds' discretion, disclose non-confidential information and may disclose confidential information so long as doing so does not reveal its source. The ombuds will discuss any exceptions to the ombuds' maintaining confidentiality with the source of the information.

(c) Before consulting with the ombuds, interested parties must first address their concerns, issues, disagreements, and/or recommendations to the contracting officer for resolution. Consulting the ombuds does not alter or postpone the timelines for any other processes (e.g., agency level bid protests, GAO bid protests, requests for debriefings, employee-employer actions, contests of OMB Circular A-76 competition performance decisions). The ombuds shall not address any matters under protest to GAO.

(d) If resolution cannot be made by the contracting officer, concerned parties may contact:

Office of Environmental Management (EM) Task Order Ombudsman
EM-52/Forrestal Building
U.S. Department of Energy
1000 Independence Ave., S.W.
Washington, DC 20585

(e) The ombuds has no authority to render a decision that binds the agency.

(f) Do not contact the ombuds to request copies of the solicitation, verify offer due date, or clarify technical requirements. Such inquiries shall be directed to the Contracting Officer.

G.08 DEFINITIONS

The following special definitions are applicable to this contract:

Contracting Officer (CO) –The person with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for this contract as a whole and who is specified in G.06.

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 assigned as responsible for the specific Task Order issued under this contract. 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 the specific Task Order issued under this contract and who is specified in the Task Order. The extent of the DCOR's authority is defined in Section I Clause "Technical Direction".

For orders placed by DOE Prime Contractors as defined in Clause H.09, substitute the following definitions:

Contractual Representative **-** For task orders (subcontracts) issued by authorized DOE Prime Contractors in accordance with Contract Clauses H.09 and H.27, 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 contract and who is identified in the Prime Contractor-issued task order (subcontract). This person is not a warranted Government contracting officer exercising the rights and authorities as defined in FAR 2.101 on behalf of the Government or DOE.

Technical Representative - For task orders (subcontracts) issued by authorized DOE prime contractors in accordance with Contract Clauses H.09 and H.27, the contractual representative's technical representative whose responsibilities apply to the specific Prime Contractor-issued task order (subcontract) pursuant to the terms of this contract and who is identified in the Prime Contractor- issued task order (subcontract). This person is not acting on or behalf of the government or the contracting officer stated in G.06.

DOE Prime Contractor – DOE Prime Contractor as used in Clause H.27 is a contractor that has a contract with the Department of Energy separate from this IDIQ contract. The term "DOE Prime Contractor" for purposes of clause H.27 does not mean this IDIQ contract between the contractor and 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 in accordance with Contract Clauses H.09 and H.27 and to derive proper meaning in a subcontract situation, the terms "DOE", "Government" and "Contracting Officer" shall mean the 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 and consented to by the DOE contracting officer.

PART I - THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.01 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this Contract, the CO shall be the only individual under the basic contract and the DCO shall be the only individual under a Task Order authorized to:

(a) Accept nonconforming material,

(b) Waive any requirement of the Task Order, or

(c) Modify any term or condition of the Task Order upon mutual consent.

H.02 REPORTING REQUIREMENTS

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

H.03 CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agrees not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the DCO in writing, or as such disclosure may be authorized by the contract terms or as may be required by a court, Government agency, or regulatory agency, or as otherwise required by law. If the Contractor is required to make such disclosure, the Contractor shall immediately notify the DCO, and shall take such further efforts as necessary to minimize the disclosure. The foregoing obligations, however, shall not apply to:

(1) Information, which, at the time of receipt by the Contractor, is in public domain;

(2) Information which is published after receipt thereof by the Contractor, or otherwise becomes part of the public domain through no fault of the Contractor;

(3) Information which the Contractor can demonstrate was in its possession at the time of receipt thereof and was not acquired directly and/or indirectly from the Government or other companies;

(4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

(b) The Contractor shall obtain the written agreement, in a form satisfactory to the DCO, of such employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

(c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the DCO. From time to time, upon request of the DCO, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary.

(d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by the Contractor's personnel.

(e) This clause shall flow down to all subcontracts and consultants' agreements.

H.04 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the Contractor, dated March 22, 2010 and the Contractors Small, Small Disadvantaged, and Women-Owned Business Subcontracting Plan, dated September 17, 2009 and made in response to Solicitation No. DE-RP30-09CC00046 are hereby incorporated into this contract by reference.

H.05 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.06 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 contract 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, and in conformance with applicable DOE Orders.

(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 in accordance with applicable DOE orders.

(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.07 PROTECTION OF CLASSIFIED MATTER

Documents originated by the Contractor or furnished by the DCO to the Contractor in connection with this Contract 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.08 ORDERING PROCEDURES

Prior to issuance of a Request for Task Proposal (RTP) or award of a Task Order, the DCO is required to verify that ceiling remains on the IDIQ contract(s) and that the RTP is within the scope of this contract. The DCO must notify the CO identified in Clause G.06 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.

For the work specified in the Performance Work Statement of this contract, the DCO may periodically issue Task Orders to one or more of these contractors, pursuant to the procedures set forth in this clause. The contractor shall commence performance upon the receipt of a Task Order signed by the DCO. Costs not attributed to the performance of each individual Task Order will not be allowed without the prior written consent of the DCO. The contractor shall not be reimbursed for the costs of preparing task proposals as a direct cost under this contract or any Task Order.

(a) 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.

(b) The DCO shall give every awardee a fair opportunity to be considered for a delivery-order or task-order exceeding $3,000 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 contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

The Contracting Officer may offer a fair opportunity solely among small businesses awardees in accordance with FAR Part 19.

(c) Procedures for Issuance of Request for Task Proposals:

The DCO will furnish the contractor(s) with a Request for Task Order Proposal (RTP) which will include, at a minimum:

(1) A description of the specified work and deliverables required, including the site location;
(2) The anticipated performance period;
(3) A description of the Task Order type;
(4) Any property, material or services to be made available for performance of the order; and
(5) Any other pertinent information, such as applicable Service Contract Act Wage rates, site visit date, Certificate of Current Cost or Pricing Data.
(6) A reasonable response time
(7) Basis for award of the Task Order
(8) For Task Orders exceeding $5M, the following additional information will be provided:
   a. A notice of the Task Order that includes a clear statement of the requirements
   b. Disclosure of the significant factors or subfactors (if any) including cost or price that the agency will consider in evaluating proposals and their relative importance, if award is to be made based upon other than low price technically acceptable
(9) 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 includes the requirement for cost and technical information.
(10) At no time shall the contractor propose a price higher than listed on Section J, Attachment B, Price List for CLINs 0001-0012 and 0014.

(d) In issuing tasks under this procedure, the DCO may base the issuance on factor(s) that he or she deems appropriate in the exercise of sound business judgment. This includes low cost technically acceptable and best value determinations.

(e) 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.

(f) If in compliance with DOE Order 435.1 (reference Section J, Attachment C), the DCO may order directly off the price list for CLINS 0001-0012, & 0014.

(g) The Task Order issued will include the following information, but is not limited to:

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

(h) No protest is authorized in connection with the issuance or proposed issuance of a Task Order except for

(1) A protest on the grounds that the order increases the scope, period, or maximum value of the contract; or

(2) A protest of a Task Order valued in excess of $10 million. Protests of Task Orders in excess of $10 million may only be filed with the Government Accountability Office through May 27, 2011, or as extended by statute, in accordance with the procedures at FAR 33.104.

(i) To ensure that all contractors are afforded a fair opportunity to be considered for task or delivery orders pursuant to FAR 16.5 the DOE has a Task Order Ombuds. The purpose of the Ombuds is not to diminish the authority of the Contracting Officer, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractor(s) not receiving a specific task and to work to resolve the matter. When requested, the Ombuds will maintain strict confidentiality as to the source of the concern. The Ombuds does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task or delivery orders under this contract, does not act in the capacity of a Contracting Officer, and does not participate in the adjudication of contract disputes,

in regard to multiple award task or delivery order contracts awarded pursuant to FAR 16.5. Interested parties may contact the Ombuds with concerns or disagreements.

H.09 TASK ORDERS ISSUED BY DOE PRIME CONTRACTORS

Any DOE Prime Contractor performing environmental cleanup services for DOE is authorized to use the terms and conditions of this contract and may place orders as subcontracts in accordance with FAR Part 44, *Subcontracting Policies and Procedures,* and the terms of this prime contract between the DOE and the Prime Contractor for services described in Section C, Performance Work Statement, directly with the IDIQ Contractor as provided herein:

(1) Is within scope of this IDIQ contract,
(2) Is consistent with all of the terms and conditions of the IDIQ contract 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 Contractor.
(3) Orders shall be within the maximum order quantity limitation identified in Section B.03, and
(4) 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 contract. Before providing such approval, the Contracting Officer for the DOE prime contract, shall have coordinated with the IDIQ Contracting Officer identified in G.06 and obtained approval to use this IDIQ contract's identical terms and conditions except as specifically set forth in this clause.

The Government shall not be liable under this Contract for any subcontracts/orders entered into by such DOE Prime Contractors. Additionally, the DOE Prime Contractor may use substantially similar forms that meet the intent of the attached forms contained in Part III – Section J. The DOE Prime Contractor and the IDIQ Contractor shall execute a separately signed subcontract document that incorporates the terms and conditions of this IDIQ contract. However, while such subcontracts/orders are considered to create privity of contract only between the DOE Prime Contractor and the IDIQ Contractor that have entered into the subcontract/task order, the total dollar value of the subcontract/task order shall apply to the maximum order quantity under B.03.

H.10 ADMINISTRATIVE INFORMATION

(a) DCOs as anticipated in FAR 52.216-18, Ordering are: (1) all DOE Contracting Officers, and (2) DOE prime contractors. For the purposes of this contract, all Ordering officials (Federal and contractor) are generically referred to as DCOs as defined in clause G.08, Definitions.

(b) The DCO is responsible for all Task Order activities including requesting Task Proposals, evaluating for award, awarding, funding, all administrative activities and evaluating contractor performance. For tracking purposes, the CO will issue four-digit tracking number to each individual Task Order awarded under this contract. 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 (such as OR01).

(c) The DCO will provide a copy of issued Task Orders and Task Order modifications to the CO identified in Section G.06. Copies of performance evaluations on completed Task Orders, or Task Orders that are in process, will also be provided to the CO identified in Section G.06. The CO will provide copies of the contract and contract modifications to the DCO, upon request. The CO will also provide past performance information for work performed under this contract to the DCO.

H.11 SECURITY

(a) Responsibility: It is the Contractor's duty to safeguard all classified information, 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 of Government assets. If Special Nuclear Material is entrusted to the Contractor during performance of this contract, it shall not be retained after the completion or termination of the contract.

(b) Subcontracts and purchase orders. Except as otherwise authorized in writing by the DCO, the Contractor shall insert a provision to the foregoing in all subcontracts and purchase orders under this contract and any Task Orders.

(c) Specific security requirements shall be specified under individual Task Orders.

H.12 PERSONNEL SECURITY CLEARANCES

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

H.13 CONTRACTOR'S PROGRAM/TASK MANAGER

(a) The contractor shall designate a Task Manager for each Task Order issued under the Contract. The Task Manager will be the contractor's authorized supervisor for technical and administrative performance of all work there under. The Task Manager shall provide the single point of contact between the contractor and the DCOR under this contract. All administrative support for the contractor's personnel required to execute the Task Order shall be the responsibility of the Contractor.

(b) The Contractor shall also designate a single point of contact to receive Requests for Task Proposals from the DCO.

(c) The Contractor's Task 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 contract.

H.14 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

The contractor is required to comply with the following in accordance with the applicable DOE Order 221.1A Reporting Fraud, Waste and Abuse to the Office of Inspector General:

(a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations or suspicions of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts. The contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, contractors, or subcontractors. The contractor employees should also report to the DOE IG any allegations of reprisals taken against contractor employees who have reported fraud, waste, abuse, corruption, or mismanagement to the IG;

(b) Display and publish the DOE IG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies; and

(c) Publish the DOE IG hotline telephone number in phone books and newsletters.

H.15 NON-SUPERVISION OF CONTRACTOR EMPLOYEES BY THE GOVERNMENT OR ITS CONTRACTORS

No Government or Ordering Activity/Waste Generator site contractor employee shall exercise any supervision or control over contractor employees performing services under this contract. 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.

H.16 APPLICABILITY OF DOE ORDERS

The contractor shall comply with all applicable DOE Orders (http://forms.doe.gov/) in Section J, Attachment C as incorporated in the individual Task Orders. Additional DOE Orders may be included at the Task Order level as required.

H.17 CONTRACTOR-FURNISHED MATERIAL

The contractor shall provide all materials and supplies necessary to perform the work as specified in the Task Order. Materials and supplies provided shall be of acceptable industrial grade and quality and in compliance with any applicable industry standards (e.g., Underwriters Laboratories, etc.). All such materials and supplies must be compatible and operate safely with existing systems equipment.

H.18 ENVIRONMENTAL PROTECTION

The contractor shall comply with applicable Federal, State, and local laws and with the applicable regulations and standards regarding environmental protection of the public and the environment. All environmental protection matters shall be coordinated with the DCO or the DCOR. In the event that a regulatory agency assesses a monetary fine against the Government for violations caused by contractor negligence, the contractor shall reimburse the Government for the amount of the fine and other costs. The contractor shall also cleanup any oil spills, releases of hazardous substances, hazardous wastes, and hazardous materials resulting from the contractor's operations. The contractor shall comply with the instructions of the cognizant Federal agencies' safety and health personnel to avoid conditions that create a nuisance or which may be hazardous to the health of civilian personnel and surrounding communities.

The contractor shall comply with 40 CFR Part 311, and with the requirements of the latest edition of the applicable Federal agency's Spill Prevention Control and Countermeasures Plan as required by the Task Order.

H.19 PASSES AND BADGES

For Task Orders requiring work to be performed on DOE sites, all contractor employees shall obtain the required employee and vehicle passes for the specific Task Order project as appropriate. The contractor shall, prior to the start of on-site work, submit to the DCO or the DCOR an estimate of the number of employees expected to be utilized at any one time on the Task Order. The work site shall issue badges without charge. The contractor shall turn in badges for employees: (i) who are no longer working on the contract; (ii) who no longer require access; (iii) when their badge expires; or (iv) when the contract

expires or is terminated. When appropriate, badges shall be returned to the DCOR or work site's security office within 10 days.

H.20 ACCESS TO BUILDINGS

This provision applies to all Government/Government supported sites that require the contractor to work in or near radioactively contaminated facilities/soils/water.

It shall be the contractor's responsibility, through the DCO or the DCOR, to obtain access to the buildings and arrange for the buildings to be opened and closed for the following:

(a) For minor work of two hours or less duration, the contractor shall contact the building manager and security organization.

(b) For major work, defined as work in excess of two hours duration, and/or work that will create dust or noise, the contractor shall contact the DCO or the DCOR at least one week in advance of the start of the work. The contractor must provide a description of the work, the number of workers required, and duration of the work.

Keys may be issued to the contractor; however, it shall be the contractor's responsibility to make adequate arrangements for security of the building at the end of each work day.

Access to tenant spaces must be scheduled with the DCO or the DCOR at least ten (10) days in advance. Notice must include names of employees to be admitted, expected arrival time, and visit duration. Buildings that require an escort will be identified in the solicitation for a specific project. All access will be during normal working hours, Monday through Friday, as specified in the Task Order.

The contractor shall arrange its on-site work so that it will not interfere with normal work site business. In no event shall the contractor change approved work schedules without the prior written consent of the DCO or the DCOR.

If the contractor desires to work on Saturday, Sunday, holidays, or outside the project site's normal working hours, which normal working hours will be specified in the Task Order, it may submit a request for approval to the DCOR at least seven (7) working days prior to the proposed start of such work.

H.21 CONTRACTOR EMPLOYEES

Upon receipt of notice of award of each Task Order, the contractor shall provide the DCO Officer or the DCOR with the name(s) of the responsible supervisory person(s) authorized to act for the contractor.

The contractor shall furnish sufficient personnel to perform all work specified within the Task Order. Contractor employees shall conduct themselves in a proper, efficient, courteous, and businesslike manner.

For Government/Government supported sites: No employee or representative of the Contractor will be admitted to the work site unless that employee furnishes satisfactory proof that he/she is a citizen of the United States, unless otherwise authorized in the Task Order.

H.22 CONTRACTOR'S LIABILITY INSURANCE

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below by which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

a. claims under workers' compensation, disability benefit and other similar employee benefit acts which are applicable to the work to be performed;

b. claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;

c. claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;

d. claims for damages insured by usual personal injury liability coverage;

e. claims for damages, other than to the work itself, because of injury to or destruction of tangible property, including loss of use resulting there-from;

f. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;

g. claims for bodily injury or property damage arising out of completed operations; and,

h. claims involving contractual liability insurance applicable to the Contractor's obligations.

The insurance required by this special provision shall be written for not less than limits of liability specified in the Task Order or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained

without interruption from date of commencement of the work until date of final payment and termination of any coverage required to be maintained after final payment.

Certificates of insurance acceptable to the DCO shall be filed with the DCO prior to commencement of the Work. These certificates and the insurance policies shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the DCO. If any of the foregoing insurance coverage are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

H.23 SERVICE CONTRACT ACT

The Clause "Service Contract Act of 1965" is applicable and located in the Contract Clauses Section (Section I) of this Contract. In the performance of this contract, the Contractor shall comply with the requirements of the applicable U.S. Department of Labor Wage Determination(s) for Service Contract Act covered work, as defined in the individual Task Orders.

H.24 DISPUTES

In addition to any other clauses contained herein related to Disputes and/or the Contract Disputes Act of 1978, any dispute between the Contractor and the Ordering Officer shall be put into writing and submitted to the DCO identified in the Task Order for resolution.

H.25 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, *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, and vendor waste profile requirements to ship the wastes off-site.

6. All wastes to be treated under this contract were generated at Government facilities or under Government contracts and responsibility for the waste remains with the Government origin site until accepted by the contractor. DOE title and responsibility over the waste will cease once accepted by the BSFR or disposal contractor.

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 Materials 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.

H.26 <u>AUTHORIZED USERS</u>

1. All DOE Offices, Laboratories, and Project Offices, including DOE prime contractors are authorized to place Orders under this contract.

2. 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.27 MOST FAVORABLE RATE

The contractor shall provide the parties covered under this contract (Federal Government, DOE, and DOE Prime contractors) the lowest priced unit rates and/or discounted rate (by CLIN) afforded to any of its customers ***for identical wastes***. If at anytime the contractor provides a lower rate/discounted rate to a customer outside of this contract the contractor shall notify the Contracting Officer within 3 workdays. The lower rate/discount shall be applied to this contract by way of a bi-lateral contract modification within 30 days of the utilization of the lower rate. The new lower rate/discount shall apply to any future Task Orders issued. The new lower rate/discount will not affect the pricing on Task Orders in effect at the time of the price change.

H.28 SITE-SPECIFIC/TASK ORDER TERMS AND CONDITIONS

The contractor acknowledges that the organization issuing a Task Order under this contract 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 contract. In the event of conflict between a Task Order and this contract, the contract shall control.

This clause applies to CLIN 0013 and CLIN 0015 only.

H.29 LOBBYING RESTRICTION (ENERGY AND WATER ACT 2006)

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, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.30 QUALITY ASSURANCE (QA)

The Contractor shall implement a DOE-approved QAP that meets the requirements of the EM Quality Assurance Program, EM-QA-001, prior to commencement of work affecting nuclear safety. The EM QAP provides the basis to achieve quality across the EM complex for all mission-related work while providing a consistent approach to QA.

EM requires that ASME NQA-1, 2004, Quality Assurance Requirements for Nuclear Facility Applications, and addenda through 2007 be implemented as part of the Contractor's QA Program for work affecting nuclear safety. The required portions of NQA-1 to be implemented include: Introduction, Part I, and as applicable portions of Part II. NQA-1 Parts III and IV are to be used as guidance for the Contractor's QAP and implementing procedures.

The contractor shall be compliant with EM QAP (EM-QA-001) for those facilities and activities funded by EM that are regulated by the NRC or an Agreement State.

Contractors have two options for complying with this contract requirement:

1. Submit existing Quality Assurance Plan and demonstrate its equivalency to DOE Order 414.1C and EM-QA-001 requirements.

2. Develop and submit a new QAP pursuant to DOE Order 414.1C and EM-QA-001.

DOE will review the Contractor's QA Plan and determine if it meets the requirements of EM-QA-001. If DOE determines that the Contractor's QA Plan is not compliant with EM-QA-001, it will give the contractor an opportunity to revise its QA Plan in order to make it compliant. <u>However, after providing documented justification and rationale, the contractor may request an exemption to this requirement, which may be approved by DOE on a case by case basis</u>. If the contractor is unable to make its plan compliant, then the government reserves the right to terminate the contract for cause. Under no circumstances shall the contractor perform any services under the contract until DOE has approved its QA Plan.

The Contractor shall, at a minimum, annually review and update as appropriate, their QAP. <u>DOE's intent is not to substantially add to the contractor's existing QA program, except where deficiencies exist and are identified; DOE intends to streamline and minimize impacts of EM-QA-001 compliance while enhancing the quality of waste treatment services to be provided.</u> The review and any changes shall be submitted to DOE for approval. Changes that reduce the level of commitments affecting nuclear safety shall be approved before implementation by the Contractor.

H.31 <u>PERMITS & LICENSING</u>

At the time of Task Order award, the Ordering Office shall verify that all required license and permits are in place and remain valid throughout the period of performance of a Task Order. The Ordering Office shall not place a Task Order with a contractor whose license has been suspended or who no longer holds the necessary permits. The Ordering Office shall not place a Task Order with a contractor who has not yet received the required license and permits.

H.32 DOE-H-1044 SPECIAL PROVISIONS RELATING TO WORK FUNDED UNDER AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009 (APR 2009) (APPLIES TO TASK ORDERS WITH ARRA FUNDING ONLY)

Preamble:

Work performed under this contract will be funded, in whole or in part, with funds appropriated by the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, (Recovery Act or Act). The Recovery Act's purposes are to stimulate the economy and to create and retain jobs. The Act gives preference to activities that can be started and completed expeditiously, including a goal of using at least 50 percent of the funds made available by it for activities that can be initiated not later than June 17, 2009.

Contractors should begin planning activities for their first tier subcontractors, including obtaining a DUNS number (or updating the existing DUNS record), and registering with the Central Contractor Registration (CCR).

Be advised that Recovery Act funds can be used in conjunction with other funding as necessary to complete projects, but tracking and reporting must be separate to meet the reporting requirements of the Recovery Act and related Guidance. For projects funded by sources other than the Recovery Act, Contractors should plan to keep separate records for Recovery Act funds and to ensure those records comply with the requirements of the Act.

The Government has not fully developed the implementing instructions of the Recovery Act, particularly concerning the how and where for the new reporting requirements. The Contractor will be provided these details as they become available. The Contractor must comply with all requirements of the Act. If the contractor believes there is any inconsistency between ARRA requirements and current contract requirements, the issues will be referred to the Contracting Officer for reconciliation.

Be advised that special provisions may apply to projects funded by the Act relating to:
- Reporting, tracking and segregation of incurred costs;
- Reporting on job creation and preservation;
- Publication of information on the Internet;
- Protecting whistleblowers; and
- Requiring prompt referral of evidence of a false claim to the Inspector General.

Definitions:

For purposes of this clause, "Covered Funds" means funds expended or obligated from appropriations under the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5. Covered Funds will have special accounting codes and will be identified as Recovery Act funds in the contract and/or modification using Recovery Act funds. Covered Funds must be reimbursed by September 30, 2015.

Non-Federal employer means any employer with respect to Covered Funds -- the contractor or subcontractor, as the case may be, if the contractor or subcontractor is an employer; and any professional membership organization, certification of other professional body, any agent or licensee of the Federal government, or any person acting directly or indirectly in the interest of an employer receiving Covered Funds; or with respect to Covered Funds received by a State or local government, the State or local government receiving the funds and any contractor or subcontractor receiving the funds and any contractor or subcontractor of the State or local government; and does not mean any department, agency, or other entity of the federal government.

A. Flow Down Provision

This clause must be included in every first-tier subcontract.

B. Segregation and Payment of Costs

Contractor must segregate the obligations and expenditures related to funding under the Recovery Act. Financial and accounting systems should be revised as necessary to segregate, track and maintain these funds apart and separate from other revenue streams. No part of the funds from the Recovery Act shall be commingled with any other funds or used for a purpose other than that of making payments for costs allowable for Recovery Act projects. Where Recovery Act funds are authorized to be used in conjunction with other funding to complete projects, tracking and reporting must be separate from the original funding source to meet the reporting requirements of the Recovery Act and OMB Guidance.

Invoices must clearly indicate the portion of the requested payment that is for work funded by the Recovery Act.

C. Prohibition on Use of Funds

None of the funds provided under this agreement derived from the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, may be for any casino or other gambling establishment, aquarium, zoo, golf course, or swimming pool.

D. Wage Rates

All laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5, shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code. With respect to the labor standards specified in this section, the Secretary of Labor shall have the authority and functions set forth in Reorganization Plan numbered 14 of 1950 (64 Stat. 1267, 5 U.S.C. App.) and section

3145 of title 40 United States Code. See http://www.dol.gov/esa/whd/contracts/dbra.htm.

E. Publication

Information about this agreement will be published on the Internet and linked to the website www.recovery.gov, maintained by the Accountability and Transparency Board (the Board). The Board may exclude posting contractual or other information on the website on a case-by-case basis when necessary to protect national security or to protect information that is not subject to disclosure under sections 552 and 552a of title 5, United States Code.

F. Registration requirements

Contractor shall ensure that all first-tier subcontractors have a DUNS number and are registered in the Central Contractor Registration (CCR) no later than the date the first report is due under FAR 52.204-11 American Recovery and Reinvestment Act Reporting Requirements.

G. Utilization of Small Business

Contractor shall to the maximum extent practicable give a preference to small business in the award of subcontracts for projects funded by Recovery Act dollars.

H.33 ESCALATION

Section J, Attachment B, Price Lists, includes firm fixed unit prices for the five (5) year ordering period of the contract. For task orders which extend beyond the ordering period, the firm fixed unit prices shall be escalated for year 6, as applicable. Escalation shall be based on a standard 3.8% escalation rate over the previous years' prices or based on escalation of the Consumer Price Index (CPI), whichever is lower. For purposes of this contract, the CPI is the CPI for all urban customers – U.S. City average all items, 1982-4 = 100 (Series ID: CUUR0000SAO). The annual escalation based on CPI shall be determined based on an annual comparison and shall be calculated using the base period of the CPI for the preceding calendar year to the CPI for the current calendar year; the annual escalation shall be rounded to the nearest tenth of a percent. In no case shall the annual escalation exceed 3.8% or drop below 0%. The escalation determination will be made by the CO prior to the end of the term of the contract. *Below is a sample of this calculation:*

The rate escalation for June 30, 2009 – June 29, 2010, was determined by calculating the average 12 month CPI-U for the baseline period (May 2008 through April 2009 = 215.1493), and comparing it to the average CPI-U for the previous 12 month period (May 2007 through April 2008 = 210.1067). Based upon an annual comparison of these two periods, the CPI-U was shown to increase 2.4%, which shall be the escalation rate for June 30, 2009 – June 29, 2010.

PART II - SECTION I

CONTRACT CLAUSES
INDEX

FEDERAL ACQUISITION REGULATIONS (FAR) CLAUSES

Clause No.	Full Text Clauses (included at the end of this section)
I.01 FAR 52.216-18	ORDERING (OCT 1995)
I.02 FAR 52.216-19	ORDER LIMITATIONS (OCT 1995)
I.03 FAR 52.252-2	CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
I.04 DEAR 952.242-70	TECHNICAL DIRECTION (DEC 2000)

CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

FAR 52.202-1	DEFINITIONS (JUL 2004) AS MODIFIED BY DEAR 952.202-1 (MAR 2002)
FAR 52.203-3	GRATUITIES (APR 1984)
FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)
FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006)
FAR 52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)
FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)
FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)
FAR 52.203-15	WHISTLEBLOWER PROTECTIONS UNDER THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009. (MAR 2009)
FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)
FAR 52.204-7	CENTRAL CONTRACTOR REGISTRATION (APR 2008)
FAR 52.204-11	AMERICAN RECOVERY AND REINVESTMENT ACT--REPORTING REQUIREMENTS (MAR 2009)
FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED. SUSPENDED, OR PROPOSED FOR DEBARMENT (SEP 2006)
FAR 52.215-2	AUDIT AND RECORDS--NEGOTIATION (MAR 2009)
FAR 52.215-2	AUDIT AND RECORDS--NEGOTIATION. (MAR 2009) – ALTERNATE I (MAR 2009)

FAR 52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)
FAR 52.215-11	PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA – MODIFICATIONS (OCT 1997)
FAR 52.215-13	SUBCONTRACTOR COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
FAR 52.215-21	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 1997)
FAR 52.216-22	INDEFINITE QUANTITY (OCT 1995) (d) "Six years after effective date of the contract"
FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (MAY 2004)
FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (APR 2008), ALTERNATE II (OCT 2001)
FAR 52.219-16	LIQUIDATED DAMAGES--SUBCONTRACTING PLAN (JAN 1999)
FAR 52.219-28	POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (APR 2009)
FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
FAR 52.222-3	CONVICT LABOR (JUN 2003)
FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)
FAR 52.222-26	EQUAL OPPORTUNITY (MAR 2007)
FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2006)
FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)
FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS (SEP 2006)
FAR 52.222-39	NOTIFICATION OF EMPLOYEE RIGHTS CONCERNING PAYMENT OF UNION DUES OR FEES (DEC 2004)
FAR 52.222-41	SERVICE CONTRACT ACT OF 1965 (NOV 2007)
FAR 52.222-42	STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)
FAR 52.222-49	SERVICE CONTRACT ACT--PLACE OF PERFORMANCE UNKNOWN (MAY 1989) (a) "TBD" (to be completed in each applicable order), "TBD" (to be completed in each applicable order)
FAR 52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
FAR 52.223-3	HAZARDOUS MATERIAL IDENTIFICATION AND MATERIAL SAFETY DATA (JAN 1997)
FAR 52.223-6	DRUG-FREE WORKPLACE (MAY 2001)
FAR 52.223-13	CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)
FAR 52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)

FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)
FAR 52.227-1	AUTHORIZATION AND CONSENT (DEC 2007)
FAR 52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)
FAR 52.227-11	PATENT RIGHTS - OWNERSHIP BY THE CONTRACTOR (DEC 2007) (j) "TBD" (to be completed in each applicable order)
FAR 52.227-14	RIGHTS IN DATA – GENERAL (DEC 2007)
FAR 52.228-5	INSURANCE - WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
FAR 52.232-9	LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)
FAR 52.232-17	INTEREST (OCT 2008)
FAR 52.232-23	ASSIGNMENT OF CLAIMS (JAN 1986)
FAR 52.232-25	PROMPT PAYMENT (OCT 2008)
FAR 52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR REGISTRATION (OCT 2003)
FAR 52.233-1	DISPUTES (JULY 2002) ALTERNATE I (DEC 1991)
FAR 52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
FAR 52.237-2	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
FAR 52.237-3	CONTINUITY OF SERVICES (JAN 1991)
FAR 52.242-13	BANKRUPTCY (JUL 1995)
FAR 52.243-3	CHANGES – TIME-AND-MATERIALS OR LABOR-HOURS (SEP 2000)
FAR 52.244-2	SUBCONTRACTS (JUN 2007) (d) "TBD" (to be completed in each applicable order) (j) "TBD" (to be completed in each applicable order)
FAR 52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)
FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (MAR 2009)
FAR 52.245-1	GOVERNMENT PROPERTY (JUN 2007)
FAR 52.245-9	USE AND CHARGES (JUN 2007)
FAR 52.246-25	LIMITATION OF LIABILITY - SERVICES (FEB 1997)
FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)
DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC2000)
DEAR 952.204-2	SECURITY REQUIREMENTS (MAY 2002)
DEAR 952.204-70	CLASSIFICATION/DECLASSIFICAITON (SEP 1997)
DEAR 952.204-75	PUBLIC AFFAIRS (DEC 2000)
DEAR 952.208-70	PRINTING (APR 1984)
DEAR 952.223-71	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)
DEAR 952.223-72	RADIATION PROTECTION AND NUCLEAR CRITICALLY (APR 1984)
DEAR 952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)

DEAR 952.223-76	CONDITIONAL PAYMENT OF FEE OR PROFIT – SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION AND PROTECTION OF WORKER SAFETY AND HEALTH (JAN 2004)
DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)
DEAR 952.250-70	NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)
DEAR 970.5204-2	LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000) NOTE: "List of Applicable Laws, Regulations, and DOE Directives" included at Section J, Attachment C, to this contract
DEAR 970.5203-2	PERFORMANCE IMPROVEMENT AND COLLABORATION (MAY 2006)

COST REIMBURSEMENT CLAUSES

FAR 52.215-17	WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)
FAR 52.216-7	ALLOWABLE COST AND PAYMENT (DEC 2002) (a)(3) "TBD" (to be completed in each applicable order)
FAR 52.216-8	FIXED FEE (MAR 1997)
FAR 52.222-2	PAYMENT FOR OVERTIME PREMIUMS (JULY 1990) (a) "TBD" (to be completed in each applicable order)
FAR 52.228-7	INSURANCE-LIABILITY TO THIRD PERSONS (MAR 1996)
FAR 52.232-20	LIMITATION OF COST (APR 1984)
FAR 52.232-22	LIMITATION OF FUNDS (APR 1984)
FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996) ALTERNATE I (JUN 1985)
FAR 52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)
FAR 52.242-3	PENALTIES FOR UNALLOWABLE COSTS (MAY 2001)
FAR 52.242-4	CERTIFICATION OF FINAL INDIRECT COSTS (JAN 1997)
FAR 52.243-2	CHANGES--COST-REIMBURSEMENT (AUG 1987) ALTERNATE I (APR 1984)
FAR 52.249-6	TERMINATION (COST-REIMBURSEMENT) (MAY 2004)

FIXED PRICE CLAUSES

FAR 52.229-3	FEDERAL, STATE, AND LOCAL TAXES (APR 2003)
FAR 52.232-1	PAYMENTS (APR 1984)
FAR 52.232-8	DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)
FAR 52.232-11	EXTRAS (APR 1984)
FAR 52.232-16	PROGRESS PAYMENTS (APR 2003) ALTERNATE I (MAR 2000) (l) "TBD" (to be completed in each applicable order)
FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996)
FAR 52.243-1	CHANGES - FIXED PRICE (AUG 1987) - ALTERNATE I (APR 1984)
FAR 52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED- PRICE) (MAY 2004)
FAR 52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

FULL TEXT CLAUSES

I.01 FAR 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or Task Orders by the individuals or activities designated in the Schedule. Such orders may be issued from the date of contract award through five years after date of contract award.

(b) All delivery orders or Task Orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or Task Order and this contract, the contract shall control.

(c) If mailed, a delivery order or Task Order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.02 FAR 52.216-19 ORDERING LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $25,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of $24,900,000.00;

(2) Any order for a combination of items in excess of $24,900,000.00; or

(3) A series of orders from the same ordering office within five days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract *(i.e.,* includes the Requirements clause at subsection 52.2 16-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 10 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.03 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract 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. The full text of the FAR may be accessed at http://www.arnet.gov/far. Department of Energy Acquisition Regulation (DEAR) Clauses and Provisions: http://professionals.pr.doe.gov

I.04 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

NOTE: The term CO in relation to the basic contract should be read to mean the individual identified in clause G.06. In relation to Task Orders, the term CO should be read as DCO as identified in G.06 and the term COR should be read as DCOR as identified in G.03.

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Performance Work Statement.

(2) Providing written information to the contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the contractor to the Government.

(b) The contractor will receive a copy of the written COR designation from the contracting officer. It will specify the extent of the COR's authority to act on behalf of the contracting officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that:

(1) Constitutes an assignment of additional work outside the Performance Work Statement;

(2) Constitutes a change as defined in the contract clause entitled "Changes;"

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through *(c)(5)* of this clause, the contractor must not proceed and must notify the Contracting Officer in writing within five *(5)* working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the contractor, the Contracting Officer must:

(1) Advise the contractor in writing within thirty (30) days after receipt of the contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J
LIST OF ATTACHMENTS

Attachment	Description
A	DELIVERABLES
B	PRICE LIST
C	LIST OF APPLICABLE LAWS, REGULATIONS, AND DOE DIRECTIVES
D	SMALL BUSINESS SUBCONTRACTING PLAN

CONTRACT NO. DE-AM30-10CC60041

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

ATTACHMENT A - DELIVERABLES

(all days are calendar days unless otherwise specified)

Number	Description	Due Date	Contract Reference
1	Notice to Transport	5 days after approval	C.04.1.8, C.04.2.8
2	Record of Transportation Survey	Within 5 days of request	C.04.1.9, C.04.2.9
3	Notification of Contamination	Within 24 hours of detection	C.04.1.9, C.04.2.9
4	Date for Delivery	Upon receipt of shipment data	C.04.1.11.b, C.04.2.11.b
5	Notification of Transportation Infraction	Within 24 hours of discovery by telephone/in writing within 48 hours	C.04.1.13, C.04.2.13
6	Notification of Damage to Conveyances	Within 24 hours of incident	C.04.1.17, C.04.2.16
7	Notification of Storage Limit	60 days prior to exceeding storage limit.	C.04.1.19
8	License and Permit documentation	Within 15 days of request	C.04.1.21, C.04.2.20
9	(Reserved)		
10	Laboratory Certifications and associated information	Within 10 days of request	C.04.1.23, C.04.2.21
11	Documentation of treatment	Within 15 days of completion of treatment	C.04.1.24
12	Notification of Notice of Violation	Within 24 hours of receipt	C.04.1.25, C.04.2.22
13	Notification of event impacting schedule	Within 48 hours of discovery	C.04.1.26, C.04.2.23
14	Waste Treatment Report	Annual	C.04.1.27
15	Final Summary Report	30 days after completion of work under the contract	C.04.1.27
16	Contract Closeout Plan	30 days after completion of work under the contract	C.04.1.28, C.04.2.24
17	Nonconformances	Within 24 hours of	C.04.1.30, C.04.2.26

		discovery by telephone/in writing within 48 hours	
18	Review of Waste Generator Sampling and Analysis Plans	Within 30 days of DOE request	C.04.1.34
19	Reserved		
20	Financial Reporting	As specified in each Task Order	G.04
21	Quality Assurance Plan	Within 30 days after award	H.30

All deliverables are in contractor format unless otherwise specified in the basic contract or Task Order.

Addressees for Distribution

Addressees 2 and 3 are located at the following address:
U. S. Department of Energy
ATTN:
EM Consolidated Business Center
250 East Fifth Street, Suite 500
Cincinnati, OH 45202

1. Mark Senderling
   Office of Disposal Operations
   EM-43/Cloverleaf Building
   U.S. Department of Energy
   1000 Independence Ave., S.W.
   Washington, DC 20585-2040

2. F. Robert Ribail, Contracting Officer, Office of Contracting
3. Darrel McFarland, Director, Finance and Review Division
4. Designated Contracting Officer, will be identified in each Task Order
5. Designated Contracting Officer's Representative, will be identified in each Task Order

Changed via Modification 001

CONTRACT NO. DE-AM30-10CC60041

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

ATTACHMENT B – PRICE LIST

FOR SPECIFIC PRICING INFORMATION

PLEASE CONTACT THE

CONTRACTING OFFICER

IDENTIFIED IN SECTION G.06

CONTRACT NO. DE-AM30-10CC60041

PART III – LIST OF ATTACHMENTS, EXHIBITS, AND DOCUMENTS

SECTION J

ATTACHMENT C - LIST OF APPLICABLE LE REGULATIONS, AND DOE DIRECTIVES

The Federal Laws and Regulations listed in the table below contain requirements normally relevant to the task order contract. These laws and regulations, and others, are imposed, as applicable, regardless of whether they are explicitly stated in the task order contract or not. In addition, laws and regulations typically apply to all persons or organizations such as subcontractors, suppliers, and federal employees. This list does not have to be provided in the task order contract, but it may be appended to the task order contract for information purposes. Omission of any applicable law or regulation from this list does not affect the obligation of the task order contractor to comply with such law or regulation pursuant to DEAR 970.5204-2, Laws, Regulations, and DOE Directives (Dec 2000). The task order contractor must be aware of changes in the Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR), the United States Codes (USC), Public Laws (PL) or other regulatory entities that have applicability to the Department of Energy and that impact the work scope. The task order contractor will notify DOE and a determination will be made regarding modification to the task order contract. The following table does not contain any specific state laws, regulations, permits, and licenses, etc.

Regulation and Number	Regulation Title
10 CFR 61	Licensing Requirements for Land Disposal of Radioactive Waste
10 CFR 820	Procedural Rules for DOE Nuclear Activities
10 CFR 830	Nuclear Safety Management
10 CFR 835 or 10 CFR 20	Occupational Radiation Protection or Standards for Protection against Radiation
10 CFR 850	Chronic Beryllium Disease Prevention Program
10 CFR 851 or 29 CFR 1910	Worker Safety and Health Program or Occupational Safety and Health Standards
40 CFR 311	Worker Protection
49 CFR	Transportation
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 226.1A	Implementation of Department of Energy Oversight Policy
DOE O 243.1	Records Management Program
DOE O 243.2	Vital Records
DOE O 414.1C	Quality Assurance
DOE O 435.1	Radioactive Waste Management
DOE M 435.1-1	Radioactive Waste Management Manual
DOE O 450.1A	Environmental Protection Program
DOE P 450.4	Safety Management System Policy

DOE O 460.1B	Packaging and Transportation Safety
DOE O 460.2A	Departmental Materials Transportation and Packaging Management
DOE O 471.3	Identifying and Protecting Official Use Only Information
DOE M 471.3-1	Manual for Identifying and Protecting Official Use Only Information
DOE 5400.5	Radiation Protection of the Public and the Environment
EM-QA-001	EM Quality Assurance Program

CONTRACT NO. DE-AM30-10CC60041

PART III – LIST OF ATTACHMENTS, EXHIBITS, AND DOCUMENTS

SECTION J

ATTACHMENT D – SMALL BUSINESS SUBCONTRACTING PLAN

CONTRACT NO. DE-AM30-10CC60041

PART III – LIST OF ATTACHMENTS, EXHIBITS, AND DOCUMENTS

SECTION J

ATTACHMENT D – SMALL BUSINESS SUBCONTRACTING PLAN

PHILOTECHNICS

Small Business Subcontracting Plan

Request for Proposal Number: DE-RP30-09CC00046

RFP Description: ID/IQ for Radioactive and Mixed Waste Processing, Disposal and Related Services

Contract No. TBD

The following, together with any attachments, is hereby submitted as a Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 and detailed in current version of FAR 52.219-9.

1. (a) The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the solicitation cited above.

(i) Small Business concerns: 46.4 % of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.

(ii) HUBZone small business concerns: 3 % of total planned subcontracting dollars under this contract will go to subcontractors who are HUBZone small business concerns. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(iii) Small Disadvantaged Business Concerns: 5 % of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns owned and controlled by socially and economically disadvantaged individuals. This percentage is included in the percentage shown under 1.(a)(i), above, as a subset.

(iv) Women-Owned Small Business Concerns: 5 % of total planned subcontracting dollars under this contract will go to subcontractors who are women-owned small business concerns. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(v) Service-Disabled Veteran Owned Small Business Concerns: 3 % of total planned subcontracting dollars under this contract will go to subcontractors who are Service-Disabled veteran owned small business concerns business concerns. This percentage is included in the percentage shown under 1.(a)(i) above, as a subset.

(b) The following dollar values correspond to the percentage goals shown in (a) above.

(i) Total dollars planned to be subcontracted to small business concerns: $ TBD.

(ii) Total dollars planned to be subcontracted to HUBZone small business concerns: $ TBD. This dollar amount is included in the amount shown under 1.(b)(i), above, as a subset.

(iii) Total dollars planned to be subcontracted to small disadvantaged business concerns: $___TBD_____. This dollar amount is included in the amount shown under 1. (b)(i), above, as a subset.

(iv) Total dollars planned to be subcontracted to women-owned small business concerns: $_____TBD_____. This dollar amount is included in the amount shown under 1.(b)(i) above as a subset.

(v) Total dollars planned to be subcontracted to Service-Disabled Veteran Owned Small Business Concerns: $___TBD_____. This dollar amount is included in the amount shown under 1.(b)(i) above as a subset.

(c) The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is $___TBD_____.

(d) The following principal services will be subcontracted under this contract, and the distribution among small business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, Service-Disabled Veteran Owned Small Business and Veteran Owned Small Business Concerns is as follows: (Ref. FAR Clause 52.219-9):

Business Name	**SB**	**SDB**	**WOSB**	**HUB-ZONE**	**SDVOSB**
Consumables, Supplies, PPE		x	x		
Office Supplies			x	x	
Other	x			x	x

(e) The following method was used in developing subcontract goals:
The services were evaluated for types of services and value of each procurement. Qualified local small business suppliers listed with the Small Business Administration were chosen to provide these products and services.

(f) Indirect and overhead costs have not been included in the goals specified in 1(a) and 1(b).

2. The following individual will administer the subcontracting program:

Tina Richards
Contracts Manager
201 Renovare Blvd.
Oak Ridge, TN 37830
865-285-3015

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans and for monitoring performance relative to contractual subcontracting requirements contained in this plan, including but not limited to:

(a) Developing and maintaining Offerors lists of Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, Service-Disabled Veteran Owned Small Business and Veteran Owned Small Business Concerns from all possible sources.

(b) Ensuring that procurement packages are structured to permit Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, Service-Disabled Veteran Owned Small Business and Veteran Owned Small Business Concerns to participate to maximum extent possible.

(c) Assuring inclusion of Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, Service-Disabled Veteran Owned Small Business and Veteran Owned Small Business Concerns in all solicitations for products or services, which they are capable of providing.

(d) Reviewing solicitations to remove statements, clauses, etc, which may tend to restrict or prohibit Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, Service-Disabled Veteran Owned Small Business and Veteran Owned Small Business Concerns participation.

(e) Ensuring periodic rotation of potential subcontractors on bidders lists.

(f) Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, Service-Disabled Veteran Owned Small Business and Veteran Owned Small Business Concerns.

(g) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

(h) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.

(i) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of Public Law 95-507.

(j) Monitoring attainment of proposed goals.

(k) Preparing and submitting periodic subcontracting reports required.

(l) Coordinating contractor's activities during the conduct of compliance reviews by Federal Agencies.

(m) Coordinating the conduct of contractor's activities involving its Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, and Service-Disabled Veteran Owned Small Business.
3. The following efforts will be taken to assure that Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, Service-Disabled Veteran Owned Small Business and Veteran Owned Small Business Concerns will have an equitable opportunity to compete for subcontracts:

(a) Outreach efforts will be made as follows:

(i) Contacts with minority and small business trade associations

(ii) Contacts with business development organizations

(iii) Attendance at small and minority business procurement conferences and trade fairs.

(iv) Sources will be requested from SBA's Central Contractor Registration (CCR) at http://www.ccr.gov/

(b) The following internal efforts will be made to guide and encourage buyers:

(i) Workshops, seminars and training programs will be conducted or attended

(ii) Activities will be monitored to evaluate compliance with this subcontracting plan.

(c) Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, Service-Disabled Veteran Owned Small Business and Veteran Owned Small Business Concerns source lists, guides and other data identifying Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, Service-Disabled Veteran Owned Small Business and Veteran Owned Small Business Concerns will be maintained and utilized by buyers in soliciting subcontracts.

4. Philotechnics, LTD agrees that the clause at 52.219-8, entitled Utilization of Small Business Concerns and Small Business Concerns, will be included in all subcontracts which offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns), that receive subcontracts in excess of $500,000 to adopt a plan that complies with the requirements of the clause at 52.219-9 entitled Small Business Subcontracting Plan. Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the services involved, the availability of potential Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, Service-Disabled Veteran Owned Small Business and Veteran Owned Small Business Concerns, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

5. Philotechnics, LTD agrees to submit such periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance by the offeror with the subcontracting plan. Philotechnics, LTD agrees to cooperate in any studies or surveys as may be required and to submit through the Electronic Subcontracting Reporting System (eSRS) Individual Subcontracting Reports and Summary Subcontracting Reports in accordance with the Subcontracting Reporting Requirements. Philotechnics, LTD agrees to ensure that lower-tier subcontractors submit Individual Subcontracting Reports and Summary Subcontracting Reports.

6. Philotechnics, LTD agrees to maintain at least the following types of records to document compliance with this subcontracting plan:

(a) Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, Service-Disabled Veteran Owned Small Business and Veteran Owned Small Business Concerns source lists, guides and other data identifying Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, Service-Disabled Veteran Owned Small Business and Veteran Owned Small Business Concerns.

(b) Organizations contacted in an attempt to locate sources that are Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, Service-Disabled Veteran Owned Small Business and Veteran Owned Small Business Concerns.

(c) On a contract-by-contract basis, records on all subcontract solicitations over $100,000, indicating on each solicitation (1) whether Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, Service-Disabled Veteran Owned Small Business and Veteran Owned Small Business Concerns were solicited, and if not, why not; (2) reasons for the failure of solicited Small Business, HUBZone Small Business, Small Disadvantaged Business and Women-Owned Small Business, Service-Disabled Veteran

Owned Small Business and Veteran Owned Small Business Concerns to receive the subcontract award.

(d) Records to support other outreach efforts: Contacts with Minority and Small Business Trade Associations, etc. Attendance at small and minority business procurement conferences and trade fairs.

(e) Records to support internal activities to guide and encourage buyers: workshops, seminars, training programs, etc. Monitoring activities to evaluate compliance.

(f) On a contract-by-contract basis, records to support subcontract award data to include name and address and business size of subcontractor.

PHILOTECHNICS

Authorized Representative: _____ Signature: _____

Title: _____

Date: _____

Accepted By: _____ _____

Contracting Officer Date

NOTE TO CONTRACTING OFFICER: Upon incorporation of a plan into the contract indicate herein the estimated dollar value of Contract $_____.