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Section C - Performance Work Statement

C.1.0 GENERAL AND BACKGROUND INFORMATION

Established in 1989, the Department of Energy's (DOE) Office of Environmental Management (EM) is charged with addressing the environmental legacy of over 50 years of nuclear weapons production and government sponsored research. The EM Mission statement is as follows:

The EM mission is to complete the safe cleanup of environmental legacy resulting from five decades of nuclear weapons development and government-sponsored nuclear energy research. EM is responsible for managing and directing the cleanup of contaminated nuclear weapons manufacturing and testing sites across the United States. Integral to that responsibility is the need to safely disposition large volumes of nuclear waste, safeguard and prepare for disposition of nuclear materials that could be used in nuclear weapons, deactivate and decommission several thousand radiologically and chemically contaminated facilities no longer needed to support the Department of Energy's mission and remediate extensive surface and groundwater contamination.

DOE-EM manages cleanup activities within the Department of Energy's Idaho Operations Office (DOE-ID) at the Idaho National Laboratory (INL). Since its inception in 1949, the INL site has fulfilled numerous DOE missions including designing and testing nuclear reactors; reprocessing spent nuclear fuel to recover fissile materials; managing spent nuclear fuel; and storing, treating and disposing of various waste streams. Currently, EM is a tenant on the site, and the Office of Nuclear Energy (NE) is the landlord and maintains site-wide infrastructure. The Idaho Cleanup Project (ICP) Contractor shall support and implement actions in furtherance of this mission as it relates to the ICP activities.

The ICP involves the safe environmental cleanup of the INL site, contaminated with legacy wastes generated from World War II-era conventional weapons testing, government-owned research and defense reactors, spent nuclear fuel reprocessing, laboratory research, and defense missions at other DOE sites. The ICP is funded through the DOE EM and the project focuses on reducing risks to workers, the public, and the environment, and protecting the Snake River Plain Aquifer, a sole source aquifer that sustains Idaho's agricultural industry.

The majority of EM's cleanup work at the INL site is driven by regulatory compliance agreements. The two foundational agreements are: the 1991 Comprehensive Environmental Response Compensation and Liability Act (CERCLA)-based Federal Facility Agreement and Consent Order (FFA/CO), which governs the cleanup of contaminant releases to the environment; and the 1995 Idaho Settlement Agreement (ISA), which governs the removal of transuranic waste, spent nuclear fuel and high level radioactive waste from the state of Idaho. Other regulatory drivers include the Federal Facility Compliance Act-based Site Treatment Plan (STP), and other environmental permits, closure plans, Federal and state regulations, Records of Decision (RODs) and other implementing documents. Requirements in this PWS are also derived from the following:

- The Agreement to Implement U.S. District Court Order dated May 25, 2006
- The Navy Addendum to 1995 Settlement Agreement
- The Memorandum of Agreement Concerning Receipt, Storage, and Handling of Research Quantities of Commercial Spent Nuclear Fuel at the Idaho National Laboratory
- The Supplemental Agreement Concerning Conditional Waiver of Sections D.2.e and K1 of 1995 Settlement Agreement
- The Agreement Concerning Handling of Spent Nuclear Fuel Generated by the Advanced Test Reactor

C.1.1 Contract Purpose and Objectives

The End State Contracting Model (ESCM) is as a single award Indefinite Delivery/Indefinite Quantity (IDIQ) contract with the ability to issue both Cost-Reimbursement (CR) and Fixed-Price (FP) Task Orders (TO). The ESCM was developed as the preferred contracting approach to provide EM the needed flexibility to partner with industry and its stakeholders at this critical juncture of the EM Program to openly negotiate the right end states to reach completion. The purpose of this end state contract is to achieve significant reduction in financial liability and environmental risk that provides the best overall optimal solution towards completion of the DOE-EM mission at the INL site by accomplishing the maximum amount of environmental cleanup in the least amount of time and at the best value to the U.S. taxpayer.

This IDIQ contract construct also provides DOE the needed flexibility to task the Contractor with using a risk-based approach to better define discrete scopes of work for site closure or end states for more realistic, reliable pricing and appropriate incentive structures to yield significant reductions in EM's environmental financial liability.

Specific task orders will be issued (Section J attachments) throughout the ten-year contract ordering period to implement various aspects of this master performance work statement. The Contracting Officer (CO) will issue a Request for Task Order Proposal (RTP) in accordance with the Master IDIQ Contract Section H.51 *Task Ordering Procedure*, paragraph (c). The Contractor shall expediently provide the CO with the requested task order proposal(s) that are compliant with FAR Subpart 15.4 and paragraph (f) of the H.51 clause.

The Contractor shall comply with all Federal, State, and local laws and regulations, Executive Orders, DOE Orders (and other type of directives), Regulatory Permits, Agreements and Orders and Regulatory Milestones (both State and Federal) in the performance of this contract.

The majority of the ICP work is performed at two primary INL site locations: the Radioactive Waste Management Complex (RWMC) and the Idaho Nuclear Technology and Engineering Center (INTEC). The ICP mission work encompasses: completing treatment of the liquid sodium bearing waste; stabilizing and storage of Spent Nuclear Fuel (SNF) and High-Level Waste (HLW); shipping transuranic waste; treating and shipping remote handled waste; maintaining and operating the INTEC; closing remaining tank farm tanks; maintaining CERCLA remedial actions; and closure of the RWMC.

The scope of the ICP contract is categorized per the following areas:

- Facility Infrastructure: This principally includes INTEC and RWMC facility infrastructure. The Office of Nuclear Energy (NE) is the Lead Program Secretarial Office (LPSO) at Idaho and manages site-wide infrastructure.
- Environmental Activities: This includes compliance with the Federal Facilities Compliance Act (FFCA) Site Treatment Plan (STP), Resource Conservation and Recovery Act (RCRA), CERCLA, including ISA activities principally at INTEC and RWMC; the remediation of the Subsurface Disposal Areas (SDA) at the RWMC; Test Area North (TAN) groundwater remediation; new CERCLA site remediation; site-wide Stewardship; and Idaho CERCLA Disposal Facility (ICDF) transition operations.
- Waste Management: This includes shipping Contact Handled (CH)-transuranic (TRU) waste; Remote Handled (RH)-TRU waste management; Mixed Low-Level Waste/Low Level Waste (M/LLW) activities/disposition; and disposition of newly generated waste as needed.
- Liquid Waste Facility Closure: This includes the Integrated Waste Treatment Unit (IWTU) operations to treat nearly 900,000 gallons of sodium bearing waste; completion of the Calcine Retrieval Project; and closure of the HLW Tank Farm tanks and associated liquid waste facilities at INTEC.
- Spent Nuclear Fuel: This includes SNF Operations and Management activities, as well as SNF Disposition. This also includes the Nuclear Regulatory Commission (NRC) License-required activities for the Independent Spent Fuel Storage Installations (ISFSI) located at INTEC and the Fort St. Vrain (FSV) ISFSI near Platteville, CO.
- Facility Decontamination and Decommissioning (D&D).

During the term of this Contract, the ICP Contractor (herein referred to as “the Contractor”) shall interface with the other INL site contractors. Performance of the ICP scope will require significant and ongoing integration with multiple federal and contractor entities from EM, Office of Nuclear Energy (NE), and Department of the Navy (Navy) programs to accomplish cleanup without impacting ongoing site missions. The Contractor shall establish interface agreement(s) with other contractors, as necessary, to ensure performance of contract requirements.

Currently, EM is a tenant on the site, and NE is the landlord. The INL site landlord contractor conducting work for NE is referred to as “the INL contractor” and is responsible for site-wide infrastructure. The Contractor shall establish an interface agreement with the INL contractor in accordance with Section J, Attachment J-4, *List of INL Mandatory and Optional Site Services*. The Interface Agreement with the INL contractor shall describe how the Contractor and the INL contractor will interface on cross-cutting issues such as security, facility and program transfers, regulatory compliance, assignment of subcontractors, and other commercial obligations, consistently presenting information to the public and other arrangements of mutual benefit.

The Contractor shall also establish an interface agreement with the FSV contractor responsible for providing physical security services for the FSV SNF storage facility under NRC licenses and regulations.

The Contractor shall work cooperatively to ensure a mutual understanding and seek resolutions in the best interest of the Government and the ICP mission. Interface Management is a key function for effective and efficient delivery of services between contractors on the INL site and FSV. The role of Interface Management is to solve issues in the best interest of the Government at the lowest level possible in the respective organizations.

The Contractor shall submit a Graded Approach for Implementation of Contract Requirements Plan for DOE approval to streamline processes, apply a graded approach, and identify efficiencies and performance improvements (e.g., DOE directives, regulations, and others) that are critical to accomplishing the site mission. The plan shall include a review and recommendations of changes to the current site standards and implementing procedures for the elimination of requirements and/or streamline of processes. The Contractor shall interface with the other site Contractors on proposed changes, as necessary.

C.2.0 CONTRACT TRANSITION

The contract transition period is estimated to be 90 days. The first day of the Transition Period will be the effective date of the transition task order. DOE will issue a Notice to Proceed, identifying the effective date of the transition task order. During the transition period, the Contractor shall perform those activities that are necessary to transition work from the previous ICP and NRC Licensed Facilities contractors in a manner that: (1) ensures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the previous contractor(s); and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. Workforce transition shall be managed in accordance with the requirements of applicable Section H Contractor Human Resource Management clauses.

C.2.1 Contract Transition Period

The Contractor shall establish the necessary logistical support (office space, computers, telephone, etc.) to execute the 90-day transition period (estimated) and shall ensure all necessary personnel, including key personnel for the Contractor, are available during the transition period, unless specifically directed otherwise by the CO. All key personnel shall be assigned full-time to their respective positions and shall meet the requirements detailed in Section H.44, *Key Personnel*. A temporary duty station for transition activities shall be located in Idaho Falls, Idaho; and the temporary duty station shall be proposed to DOE for approval within five days after the effective date of the transition task order.

Public Release Statement: Within 72 hours following the effective date of the transition task order, the Contractor shall release, upon DOE approval, on its own website a brief Executive Summary of its offer including the following elements:

- Name of Contractor, including the identification of teaming partners and subcontractors, and a description of the experience that each party brings to the project.
- Workforce Impacts

- Organizational Structure and Identification of Key Personnel.
- Summary/description of Contractor's management approach.
- Contractor performance commitments.
- Brief overview of Contractor's work on similar projects.
- Commitments to the Community.
- Commitments to Small Business Subcontracting.

During the Contract Transition Period, the Contractor shall brief the incumbent workforce, Federal staff, and stakeholders on the Contractor's approach and commitments for accomplishing the Task Orders and overall PWS.

The Contractor shall submit a Transition Plan for DOE approval in accordance with Section J, Attachment J-2, *List of Contract Deliverables*. The objectives of the Transition Plan are to prepare for implementation of the contract and minimize the impacts on continuity of operations. The Transition Plan shall cover the necessary activities during the transition period. The plan shall cause minimal impact to the INL contractor, its personnel, site tenants, and NE. The plan shall provide sufficient detail for all transition activities, including but not limited to: the transition schedule; a description of all necessary transition activities; coverage of key functional areas during the transition period; the planned strategy for developing required documents (including licenses and agreements); a brief description of all involved organizations; planned execution of Interface Agreements with other DOE-ID site contractors and necessary Memoranda of Understanding (MOUs) with outside support organizations (e.g. NRC, Bureau of Land Management (BLM), etc.); required utilities; and other transition activities such as acquisition of necessary equipment, hiring and training of personnel, development or revisions of required plans and procedures, including transition of the waste certification program and the schedule to obtain recertification from the National Transuranic Program at the Carlsbad Field Office. The Contractor shall perform due diligence to ensure that all transition activities are identified and completed during the Transition Period.

The Contractor shall establish any Transition Interface Agreements necessary between it and other DOE-ID site contractors/subcontractors to define necessary interface points, scope boundaries, and/or provision of services, as required. A purchase order, subcontract, or other contracting vehicle between the contractors may dually serve as the necessary Interface Agreement where appropriate. The Contractor shall provide all Interface Agreements to DOE for approval as they are established.

To ensure continuity of operations, the Contractor shall adopt, as applicable, the incumbent contractors' programs and procedures at the effective date of the transition task order (e.g. Safety Analysis Reports (SAR), Technical Safety Requirements (TSR), operating procedures, etc.), provided the Contractor has formally reviewed the programs and procedures to ensure compliance with contract requirements, current regulatory requirements, DOE Orders and directives, and the Contractors' organizational roles and responsibilities. The Contractor shall revise those programs and procedures it deems necessary to accommodate its technical approach, provided the programs and procedures remain in compliance with DOE requirements, and shall

maintain its plans, procedures, programs, etc. in accordance with this PWS. The Contractor shall provide written notification to the CO of its intent to adopt existing programs and/or procedures prior to the end of contract transition. Note that the incumbent contractor operated its personal property system under DOE Order 580.1; however, the Contractor shall adhere to the 41 CFR 109 and FAR 52.245-1 requirements.

The Contractor shall submit a Declaration of Readiness to Execute Contract to the CO, prior to the end of transition, indicating readiness to assume responsibility for execution of the Contract. Also, the Contractor shall identify any post transition activities that may be required to complete transition (e.g., notifications to outside agencies of transfer of co-operator responsibilities, or completion of procedure updates).

Status Reports - Transition Activities

The Contractor shall provide weekly status reports of transition activities to DOE. The Contractor shall establish routine status meetings with DOE and other affected contractors to review transition activities and issues. The frequency of the meetings may increase as the end of contract transition period approaches. The Contractor shall coordinate directly with DOE-ID and other organizations and contractors to finalize any transition agreements required to assume full responsibility at the end of the transition period.

DOE Safeguards and Security Survey

During the contract transition period and prior to assuming control and responsibility for Safeguards and Security (S&S), the Contractor shall be subject to a DOE S&S initial survey conducted in accordance with DOE Order 470.4, *Safeguards and Security Program*. The results of the survey shall be documented and form the basis for DOE authorization to assume S&S responsibilities, in particular, responsibility for Special Nuclear Material (SNM), classified information and other applicable protection level assets identified in DOE Order 470.3, *Design Basis Threat (DBT) Order*. Following the receipt of DOE authorization, the Contractor shall assume responsibility at the end of contract transition for all applicable S&S resources, materials, facilities, documents, and equipment within the facilities for which the Contractor is responsible.

Assumption of Permits

In accordance with Section H.57 clause entitled *Allocation of Responsibilities for Environmental Compliance*, the Contractor shall submit to DOE and/or the regulator, as required, in accordance with Section J, Attachment J-2, *List of Contract Deliverables*, certified permit modification requests (e.g., site-wide level RCRA permits, EM facility-specific air permits, and EM facility-specific Waste Water Land Application permits) to assume ownership (i.e., change the "operator" name and identify a "responsible corporate officer" responsible for the permit).

INL Mandatory and Optional Site Services

By end of contract transition, the Contractor shall establish a formal interface agreement with the INL contractor describing how the mandatory and optional site services per Section J, Attachment J-4, *List of INL Mandatory and Optional Site Services*, will be performed throughout the ICP contract period. This agreement shall also address services provided by the ICP Contractor for purchase by the INL contractor. This formal interface agreement shall be submitted to DOE for concurrence.

C.2.2 Government-Owned Property and Equipment Responsibilities for Contract Transition Period

Upon completion of the transition period, the Contractor shall accept transfer of and accountability for Government-owned property and equipment, including special nuclear material, from the following incumbent contracts:

- Idaho Cleanup Project (ICP) Core Contract # DE-EM0004083, Fluor Idaho, LLC
- Nuclear Regulatory Commission Licensed Facilities Contract # DE-EM0003976, Spectra Tech Inc.

All real and personal property currently accountable to the incumbent contractors for contract performance will be provided to the Contractor. During the contract transition period, an inventory record of such property in the DOE Facilities Information Management System (FIMS) and incumbent contractors' personal property databases will be provided to the Contractor. Specifically, the following property acceptance requirements shall be implemented:

1. The Contractor shall perform a joint wall-to-wall physical inventory with the incumbent contractor(s) of all accountable high-risk and sensitive property during the transition period and accept full accountability for the high-risk and sensitive property at the end of transition. This requirement includes Government property in the possession or control of subcontractors.
2. The Contractor shall accept, at the end of transition, transfer of accountability for the remaining Government-owned real and personal property and equipment, including special nuclear material, not covered under this paragraph, based on existing inventory records, on an "as-is, where-is" basis, or perform a wall-to-wall inventory within the transition period of the contract. Any discrepancies from the existing inventory records shall be reported to the CO. As the formal inventories are completed, the Contractor shall assume responsibility and liability for subsequent losses and damages in accordance with FAR 52.245-1 and 41 CFR 109. If the physical inventory is not accomplished within the allotted time frame, the previous contractors' records will become the inventory baseline.

C.3.0 EM FACILITY INFRASTRUCTURE

The Contractor shall maintain existing facilities in an acceptable functional condition that supports current and projected future missions.

General infrastructure support will be provided by the INL contractor to the Contractor in accordance with Section J, Attachment J-4, List of INL Mandatory and Optional Site Services over the contract period of performance as agreed to between the Idaho Office of Nuclear Energy and the Idaho Office of Environmental Management.

The Contractor shall fulfill the roles and responsibilities for routine activities associated with the Authority Having Jurisdiction (AHJ) for matters involving fire protection. The contractor shall fulfill roles and responsibilities for routine activities associated with the Building Code Official as defined by the International Building Code (IBC) for matters involving fire protection. The Contractor shall fulfill roles and responsibilities of "owner" or other equivalent term, in the application of DOE technical standards of industry codes and standards. Routine activities include (a) the issuance of permits; (b) the review and approval of construction documents and shop drawings (new construction, modification, or renovation); (c) the acceptance of fire protection equipment, materials, installation, and operational procedures (fire system inspection and testing); and (d) the interpretation of building codes or standards.

Documentation of the assigned activities performed shall be available for DOE review. DOE retains the right to override AHJ-related decisions, including the interpretation and application of DOE Order, guides, standards, and mandatory codes and standards.

The assignment of these activities <u>excludes</u> the following, which are retained by DOE:

1. Approval of exemptions and equivalencies/alternatives to DOE Order 420.1, Facility Safety, DOE-STD-1066-2012, Fire Protection, NFPA codes and standards, and the IBC. All exemptions and equivalencies/alternatives shall be submitted to DOE for approval; and
2. Interpretation and resolution of conflicts between NFP A requirements and IBC requirements. Recommendations of resolving conflicts between NFP A and IBC shall be submitted to and resolved by DOE.

C.3.1 RWMC

The Contractor shall operate and maintain the EM-owned buildings and structures at RWMC unless and until they undergo D&D or transfer of ownership away from EM. This includes providing operators, maintenance crafts, engineers, support personnel (QA, Safety, etc.), and management. The Contractor shall maintain needed facilities, equipment, roads, and railroads within RWMC throughout the performance period to function at the same level and in the same condition as at the end of contract transition. This maintenance activity is a contract requirement in accordance with C.9.2.04 *Conduct of Maintenance*.

The Contractor shall operate and maintain the utility systems for RWMC unless and until they undergo D&D or transfer of ownership away from EM. In performing this scope, the Contractor shall reconfigure RWMC utility systems, as necessary, to accommodate the SDA cap and drainage system construction, and while doing so, ensure that necessary utilities are provided, as needed, to support other continuing mission activities. Utility services must provide adequate building protection including, but not limited to, fire protection and life safety (the INL

contractor provides the site-wide Fire Department, but the Contractor shall maintain fire protection within RWMC areas), alarm systems, and nuclear safety.

The Contractor shall be responsible for general facility maintenance and custodial services at RWMC, including, but not limited to: sanitary systems, trash removal, recycling, grass mowing, weed control, housekeeping, floor maintenance, pest control, and snow removal. This maintenance activity is a contract requirement in accordance with C.9.2.04 *Conduct of Maintenance*. The INL contractor provides electrical power to the RWMC substations. The Contractor shall maintain the power distribution systems downstream from these substations and reimburse the INL contractor for power consumption.

C.3.2 INTEC

The Contractor shall operate and maintain the EM-owned buildings and structures at INTEC. This includes providing operators, maintenance crafts, engineers, support personnel (QA, Safety, etc.), and management. The Contractor shall maintain needed facilities, equipment, roads, and railroads within INTEC throughout the performance period to function at the same level and in the same condition as at the end of contract transition. This maintenance activity is a contract requirement in accordance with C.9.2.04 *Conduct of Maintenance*. The Contractor shall refer to:

- Section C.5.3 RH-TRU Waste Disposition for specific scope requirements related to the operations, maintenance, monitoring and improvements of RH-TRU Program facilities at INTEC; and
- Section C.7.0 Spent Nuclear Fuel (SNF) Management for required surveillance, maintenance, and stabilization of SNF facilities.

The Contractor shall operate and maintain the utility systems for INTEC. Utility services must provide adequate building protection including, but not limited to, fire protection (the INL contractor provides the site-wide Fire Department, but the Contractor shall maintain fire protection within INTEC areas), alarm systems, nuclear safety, and Life Safety Code requirements, specified in National Fire Protection Association 101.

The Contractor shall operate and maintain the INTEC Calcine Solids Storage Facility bin sets.

The Contractor shall be responsible for general facility maintenance and custodial services at INTEC including, but not limited to: sanitary systems, trash removal, recycling, grass mowing, weed control, housekeeping, floor maintenance, pest control, and snow removal. The INL contractor provides electrical power to the INTEC substations. The Contractor shall maintain the power distribution systems downstream from these substations and reimburse the INL contractor for power consumption.

The Contractor shall provide material and storage control for Three Mile Island Unit 2 (TMI-2) and FSV spare parts that are currently located in Idaho.

The Contractor shall proactively reduce anthropogenic water sources at INTEC per the CERCLA ROD for Tank Farm Soil and INTEC Groundwater, Operable Unit (OU) 3-14 (DOE/ID-11296).

C.3.3 Other Facility Infrastructure

The Contractor shall operate and maintain the EM-owned buildings and structures at the INL site, outside of RWMC and INTEC, including the FSV facility in Colorado, unless and until they undergo D&D or transfer of ownership away from EM. The Contractor shall maintain needed facilities, equipment, roads, and railroads within these other areas throughout the performance period to function at the same level and in the same condition as at the end of contract transition. The Contractor, where applicable for EM owned buildings, shall maintain the power distribution systems downstream from these substations, and reimburse the INL contractor for power consumption. This maintenance activity is a contract requirement in accordance with C.9.2.04 *Conduct of Maintenance*.

C.4.0 CERCLA REMEDIATION

The Contractor shall ensure compliance with the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) and the CERCLA-based Federal Facility Agreement and Consent Order (FFA/CO) for the Idaho National Engineering Laboratory (1991), the Agreement to Implement (2008), and with associated CERCLA Records of Decision and their implementing plans for Waste Area Groups (WAG) 1-7 and 10. Scope related to WAGs 5 and 6 is included in WAG 10. CERCLA documents referred to are available at https://fluor-idaho.com/arir/. The Contractor shall develop, submit, and finalize reports in accordance with Section J, Attachment J-5, *Environmental Regulatory Structure and Interface Protocol for the ICP Contractor*. Key CERCLA deliverables, including FFA/CO Primary documents, are listed in Section J, Attachment J-2, *Contract Deliverables*.

This scope also includes, but is not limited to: hazardous substance release site evaluation and remediation, institutional controls, monitoring, operation and maintenance of remedial actions, and CERCLA Five-Year reviews. The Contractor shall implement the Quality Assurance Project Plan (QAPjP) (DOE/ID-10587) as applicable for data collection activities under the FFA/CO.

The Contractor shall implement the INL Site Community Involvement Plan (DOE/ID-11518) as it applies to CERCLA Remediation work throughout the contract period of performance.

C.4.1 INTEC Tank Farm Cap

The Contractor shall maintain the Interim Tank Farm Low Permeability Cover 90% Design (EDF-10116) and update it as necessary to reflect current field conditions and requirements until the Low Permeability Cover is complete. The 90% design drawings for Phase II include a design for installation of low permeability pavement on the Tank Farm. Part A was completed during 2017 (See Operable Unit 3-14, Tank Farm Soil and INTEC Groundwater, Phase I and Phase II, Part A Interim Remedial Action Report – DOE/ID-11475, February 2018).

The Contractor shall construct a low-permeability pavement cover over the eastern third of the tank farm (including any activities necessary to prepare the tank farm area for low-permeability pavement) in accordance with Phase II Part B of the Operable Unit 3-14 Tank Farm Soil and INTEC Groundwater Remedial Design/Remedial Action Work Plan (DOE/ID-11333) and the Phase II 90% Design Drawings (EDF-10116), including completion and final regulatory approval of the associated Remedial Action Report. The Contractor shall complete construction of Phase II Part B of the low permeability pavement upon completion of RCRA closure of WM-187, 188, 189, & 190 tanks.

The Contractor shall maintain the entire low permeability cover and Recharge Control Zone asphalt throughout the contract period of performance in accordance with the Operable Unit 3-14 Tank Farm Soil and INTEC Groundwater Operation and Maintenance Plan (DOE/ID-11337).

C.4.2 RWMC SDA Cap

The Contractor shall construct an evapotranspiration surface barrier (cap) over the Subsurface Disposal Area (SDA) located at RWMC in accordance with the approved Phase 1 Remedial Design/Remedial Action Work Plan for Operable Unit 7-13/14 (DOE/ID-11389), Remedial Design Work Plan (DOE/ID-11482) and Operable Unit (OU) 7-13/14 Phase 3 Remedial Design (DOE/ID-12015). The Contractor shall complete, submit, obtain regulatory approval as required, and implement construction-related documents in accordance with these work plans or associated documents, e.g. the Operable Unit 7-13/14 Phase 3 Remedial Design Work Plan (DOE/ID-11482), and those included in Section 6 of the Remedial Design Report.

The Contractor shall document surface barrier completion and the entire completion of the OU 7-13/14 ROD (DOE/ID-11359) implementation in a Comprehensive Remedial Action (RA) Report, which shall be submitted in accordance with the above-noted Work Plans by December 31, 2028, and finalized in accordance with the FFA/CO. RA Report documentation shall also support Critical Decision (CD)-4 approval under DOE Order 413.3 and demonstrate compliance with DOE Order 435.1.

As construction of the surface barrier will be under DOE Order 413.3, the Contractor shall complete documentation and activities (e.g., PARS II EVMS electronic reporting) necessary to support achieving CD-1, CD-2, CD-3, and CD-4, e.g., Security Vulnerability Assessment, and shall support associated project reviews, information requests, etc., as necessary.

The Contractor shall work with the U.S. Corps of Engineers and obtain a renewed determination, prior to its expiration in June of 2022, that the Spreading Areas are not waters of the U.S.

The Contractor shall complete borrow source restoration as addressed in the SDA surface barrier Design Report (DOE/ID-12015), in Section 2.2 of Attachment 1, *Technical and Functional Requirements*.

The Contractor shall prepare all areas in the footprint of the SDA surface barrier and drainage channel for construction.

The Contractor shall implement the mitigation strategy in the March 2020 Memorandum of Agreement between the United Stated Department of Energy, Idaho Operations Office and the Idaho State Historic Preservation Office regarding the Subsurface Disposal Area Cap at the Radioactive Waste Management Area (DE-NE700107) (i.e., install an interpretive panel to provide historic information regarding the role of Goodale's Cutoff).

C.4.2.01 Vadose Zone Rebound Study

The Contractor shall complete a vadose zone rebound study in accordance with the Remedial Design Work Plan (DOE/ID-11482, Section 3.2) (envisioned to be in two parts in the draft test plan), the associated Rebound Study Test Plan (DOE/ID-11569), and Field Sampling Plan (DOE/ID-11569, Appendix A). Upon completion of the study, the Contractor shall submit a Rebound Study Report for regulatory agency review per the FFA/CO review process by March 31, 2024, per the Remedial Design (RD) Work Plan.

C.4.2.02 Long-Term Monitoring Network

The Contractor shall develop, obtain approval of, and implement a well decommissioning plan and Post-remedy Long-term Monitoring Plan as discussed in the Long-term Monitoring Study for Operable Unit 7-13/14 (DOE/ID-11568). The Contractor shall document decommissioning of wells and boreholes in the annual INL Water Use Report and Comprehensive Well Inventory submitted to Idaho Department of Water Resources (IDWR) each year.

C.4.3 Idaho CERCLA Disposal Facility (ICDF)

The Contractor shall operate ICDF and dispose of CERCLA soil and debris in the landfill, and dispose of CERCLA waste liquids in the evaporation ponds, in accordance with the Operable Unit 3-13 Record of Decision (DOE/ID-10660) and the following documents:

- ICDF Complex Remedial Action Work Plan (DOE/ID-10984)
- ICDF Complex Operations and Maintenance (O&M) Plan (DOE/ID-11000)
- ICDF Groundwater Monitoring Plan (DOE/ID-10955)
- ICDF Operational and Monitoring Sampling and Analysis Plan (DOE/ID-11005)
- ICDF Waste Acceptance Criteria (DOE/ID-10881)
- ICDF Complex Waste Profile and Verification Sample Guidance (DOE/NE-ID-11175)
- Health and Safety Plan for ICDF INEEL/EXT-01-01318
- DOE Manual 435.1-1, *Disposal Authorization Statement* and associated technical basis documents (e.g. ICDF DOE Order 435.1 Annual Summary Reports)
- ICDF Waste Placement Plan (EDF-ER-286).

C.4.3.01 ICDF New Cell Construction

The Contractor shall construct a new disposal cell at the ICDF and any needed support infrastructure upon direction from the DOE CO.

C.4.3.02 ICDF CAP

The Contractor shall close the existing ICDF landfill cells in accordance with the Operable Unit 3-13 Remedial Design Work Plan (DOE/ID-10984) upon direction from the DOE CO.

C.4.4 Waste Area Groups

C.4.4.01 WAG 1 Test Area North (TAN)

The Contractor shall implement the Technical Support Facility Injection Well (TSF-05) Record of Decision (ROD) for WAG 1, Operable Unit (OU) 1-07B, and the associated ROD Amendment (DOE/ID-10139, AMENDMENT). Accordingly, the Contractor shall implement the In-Situ Bioremediation (ISB) Rebound Test Plan (DOE/ID-11444).

The Contractor shall implement the Groundwater Monitoring Plan for TAN OU 1-07B (DOE/ID-11412).

The Contractor shall implement the Operations and Maintenance Plan for OU 1-07, TAN Groundwater Remediation (DOE/ID 11558). The Contractor shall comply with the Waste Management Plan for TAN Final Groundwater Remediation OU 1-07B (INEEL/EXT-98-00267).

The Contractor shall maintain the TAN Demolition Landfill in accordance with the Post Closure Care requirements pertaining to the period after the first six months following the Closure Certification per the approved Closure Plan (DOE/ID-11347).

C.4.4.02 WAG 2 Advanced Test Reactor Complex Remediation

The Contractor shall implement the Groundwater Monitoring Plan for the Advanced Test Reactor Complex OU 2-13 (DOE/ID-10626).

C.4.4.03 WAG 3 INTEC CERCLA Remediation

The Contractor shall implement the Record of Decisions (RODs) for WAG 3, OU 3-13 (DOE/ID-10660) and 3-14 (DOE/ID-11296), to ensure Remedial Action Objectives (RAO) are met.

The Contractor shall implement the OU 3-14 Tank Farm Soil and INTEC Groundwater Remedial Design/Remedial Action (RD/RA) Work Plan (DOE/ID-11333).

The Contractor shall implement the OU 3-14 Tank Farm Soil and INTEC Groundwater Long-Term Monitoring Plan (DOE/ID-11334).

The Contractor shall implement the OU 3-14 Tank Farm Soil and INTEC Groundwater Operation and Maintenance Plan (DOE/ID-11337).

The Contractor shall comply with the OU 3-14 Tank Farm Soil and INTEC Groundwater Waste Management Plan (DOE/ID-11335).

C.4.4.04 WAG 4 Central Facilities Area Remediation

The Contractor shall implement the Long-Term Monitoring and Field Sampling Plan for the Central Facilities Area Landfills I, II, and III under OU 4-12 (DOE/ID-11374).

C.4.4.05 WAG 7 RWMC CERCLA Remediation

The Contractor shall perform WAG 7 remediation activities in accordance with the OU 7-13/14 ROD (DOE/ID-11359). Remediation activities/approaches, and controlling documentation, shall be revised as necessary, with the full participation of the parties to the FFA/CO, as envisioned by the FFA/CO, as the final phases of ROD implementation are completed.

The Contractor shall implement the Vadose Zone Field Sampling Plan for OU 7-13/14 (DOE/ID-11503), as long as the system continues to operate, with exceptions as needed to accommodate the vadose zone rebound test and removal of the vapor vacuum extraction system.

The Contractor shall implement the Field Sampling Plan for OU 7-13/14 Aquifer Monitoring (DOE/ID-11492) and perform groundwater monitoring and Operation and Maintenance of the monitoring wells, with the understanding that the monitoring network and associated monitoring plans and work scope shall be revised to accommodate/support the SDA cap construction.

The Contractor shall keep current and implement the OU 7-13/14 Operations and Maintenance Plan (DOE/ID-11393); operate and maintain the vapor vacuum extraction system subject to above requirements; complete Pad A inspections and reports, etc. The Contractor shall revise the plan in accordance with the FFA/CO to allow the studies (e.g., vadose zone rebound test and system removal) necessary to complete the design for the final SDA cap.

The Contractor shall implement the Health and Safety Plan for OU 7-13/14 Field Activities (ICP/EXT-04-00209) for applicable work at RWMC.

Upon completion of targeted waste exhumation, the Contractor shall transfer to the state of Idaho all required buried waste exhumation video and other applicable records in a format mutually acceptable and agreed to.

C.4.4.06 WAG 10 Balance of Site Remediation

The Contractor shall implement the Comprehensive ROD for WAG 10, OU 10-08 (DOE/ID-11385), for Long-Term Management and Control of ICP sites to ensure remedial action objectives are met.

The Contractor shall maintain all CERCLA records and operate and maintain the environmental databases for all WAGs. This includes, but is not limited to, the Institutional Control (IC) database; the Geographical Information System; the CERCLA Action Tracking System; the

Environmental Data Warehouse (EDW); and the Administrative Record and Information Repository.

The Contractor shall implement the Site-Wide Institutional Controls, and Operations and Maintenance (IC & O&M) Plan (DOE/ID-11042).

The Contractor shall prepare a draft CERCLA 5-year review document for submittal to regulatory agencies by August 15, 2025, 2030, and possibly 2035. The Contractor shall also be responsible for revising and finalizing the 5-year review document per agency comment.

The Contractor shall implement the OU 10-08 Post-Record of Decision Groundwater Monitoring and Field Sampling Plan (DOE/ID-11420). The Contractor shall maintain the current CERCLA monitoring well network, including well logging, routine maintenance of existing monitor wells, and the annual reporting of such activities.

The Contractor shall manage and maintain the New Site Process by identifying, tracking, remediating, and documenting the remediation of future new sites in accordance with OU 10-08 ROD and Remedial Design Remedial Action Work Plan (DOE/ID-11418). See Section 5 of DOE/ID-11418. The Contractor shall perform remedial actions at new CERCLA sites identified through the New Site Identification (NSI) process.

The Contractor shall complete New Site Identification Forms (NSID), Part As, Part Bs, etc. as necessary. Part A NSI forms shall be submitted to the Agencies within 30 days of discovery of a New Site. New Site identification forms (Parts A and B) are included in the OU 10-08 Remedial Design Remedial Action Work Plan (DOE/ID-11418) as Appendix F.

The Contractor shall prepare a Plug-in Remedy Memorandum and an Explanation of Significant Differences for the implementation of the plug-in remedies as needed.

The Contractor shall implement Field Sampling Plans (FSP) and remedial actions in the field as needed.

FSP documents for potential new sites shall be posted to https://fluor-idaho.com/arir/ when complete.

After the FSPs are implemented and characterization data are obtained, the Contractor shall complete Part B of the NSID process for each site and obtain regulatory agency approval.

C.4.5 RWMC Low Level Waste Disposal Facility Closure

The Contractor shall close the Active Low-Level Waste Disposal Facility (ALLDF) and the two inactive soil vaults in Soil Vault Row (SVR) 21 in accordance with RPT-576 Interim Closure Plan for ALLDF RWMC - 2016 - 435.1 to facilitate construction of the surface barrier.

C.4.6 Additional Groundwater Monitoring Wells

The Contractor shall abandon existing monitoring wells and install new monitoring wells (e.g. the CFA Landfill monitoring and TAN Groundwater Remediation) for monitoring upon direction from the DOE CO.

C.5.0 WASTE MANAGEMENT

The Contractor shall manage hazardous waste, Low Level Waste (LLW), Mixed Low Level Waste (M/LLW) (including primary M/LLW from INTEC and AMWTP, which was stored as Idaho Settlement Agreement Contact Handled Transuranic (CH-TRU) waste and after treatment was reclassified as M/LLW), CH-TRU and Remote Handled (RH)-TRU waste, and exhumed buried CH-TRU waste generated by the ICP. Waste types anticipated to be encountered under this PWS include debris, solids, and soil. The Contractor shall establish and maintain a DOE Order 435.1-compliant LLW, M/LLW and TRU waste program. This includes, but is not limited to: treating waste (as necessary); maintaining characterization and treatment equipment and facilities; supporting inspection, certification, and compliance audits (including multiple disciplines within the Department of Energy Consolidated Audit Program (DOECAP) process); transporting and disposing of waste; and interfacing with regulatory agencies including EPA, the state of Idaho (e.g. Attorney General's office, Governor's office, Department of Environmental Quality, etc.), the state of Nevada, and the state of New Mexico.

The Contractor shall be subject to the Department of Transportation (DOT) Hazardous Material Regulations (HMR). If the Contractor prepares and/or conducts an offsite shipment that is not in accordance with the HMR, then the Contractor shall apply for a DOT Special Permit. Applications shall be submitted to the Manager, ICP for processing through the EM Headquarters Certifying Official (HCO) to DOT. Applications shall follow the directions in 49 CFR 107.105.

TRU waste generated or managed under this Contractor encountered during the course of accomplishing this contract work shall be processed and shipped out of the state of Idaho in accordance with the receiving facility (e.g., Treatment Storage and Disposal Facility (TSDF) or Waste Isolation Pilot Plant (WIPP)) waste acceptance criteria and shipping schedules (as approved by the receiving facility or Carlsbad Field Office (CBFO)).

All TRU waste with a generation date of 1995 or earlier shall be managed as Idaho Settlement Agreement TRU waste and is defined as "Legacy TRU waste." Waste previously retrieved from the Transuranic Storage Area – Retrieval Enclosure (TSA-RE) includes waste that may fall out as M/LLW after treatment and characterization is completed and before final certification for shipping for disposal occurs and shall be shipped accordingly. All ISA CH-TRU waste shall be shipped out of the state of Idaho in accordance with the WIPP shipping schedule approved by the CBFO. All ISA CH-TRU waste and associated volumes that shall be shipped shall be accounted for by the Contractor by providing objective evidence to DOE of compliance with provisions of the 1995 Idaho Settlement Agreement and the INL Site Treatment Plan.

All targeted waste exhumed and packaged from the SDA under OU 7-13/14 activities, regardless of assay results, shall be processed and shipped out of the state of Idaho in compliance with the requirements defined in the Agreement to Implement. For WIPP disposal purposes, related to the exhumation of buried waste, the Contractor shall manage exhumed waste in accordance with the applicable requirements of the Waste Analysis Plan of the WIPP Hazardous Waste Facility Permit

The Contractor shall perform work associated with the disposal of TRU waste at WIPP, which includes, but is not limited to: retrieval from various on-site locations; development of acceptable knowledge documentation (including Tier 1-request development and support); visual examination as needed; waste characterization and certification; assembly of containers into payloads; and loading of approved transportation containers for shipment to and disposal at WIPP. The Contractor shall certify TRU waste to meet the requirements of the most current version of the WIPP Waste Acceptance Criteria (WAC), which includes, but is not limited to: development of data packages to show compliance with the WIPP WAC, defense of data packages, and negotiation with the state of New Mexico and EPA.

Payloads that are certified for disposal at WIPP by the National TRU Program at CBFO shall meet the requirements for shipment in TRUPACT-II containers, TRUPACT-III containers, HalfPACT containers, RH-72B containers, Shielded Container Assemblies, or other NRC-certified packaging as applicable. The container specifications for approved payload configurations are identified in the most current version of the WIPP WAC. The payload configurations can include a mixture of TRU waste and waste having TRU constituents provided the final disposal configuration is determined to be TRU waste.

The WIPP Shipping Baseline schedule is subject to CBFO approval and utilizes a week starting on Sunday and ending on Saturday. The Contractor shall ensure the WIPP Shipping Baseline schedule accounts for the following Idaho native Indian tribal holidays: Treaty Days (July 3), Independence Day (July 4), Shoshone – Bannock Indian Festival (typically the second weekend in August, Thursday through Sunday) and Indian Days (typically the last Friday of September). The Contractor shall plan for approximately six weeks for the annual WIPP maintenance shutdown, typically during the second quarter of the Government fiscal year. CBFO will establish what constitutes the last shipment prior to a holiday or shutdown and when shipments can resume. Additionally, CBFO will suspend shipping while upgrades are being done to the WIPP infrastructure and underground.

Agreement on specific dates for TRU waste shipments to WIPP are reached between DOE-ID and DOE-CBFO approximately one month in advance. The WIPP Shipping Baseline schedule is subject to changes based upon CBFO funding and DOE priorities. Shipment departure times are subject to CBFO approval in order to comply with CBFO agreements with participating states en route (e.g. the number of shipments at a Port of Entry at any one time or shipment arrival times at a Port of Entry).

Transportation inspections are required by the U.S. DOT and the state of Idaho prior to the TRU waste shipments leaving the INL site. The Contractor shall be responsible for control of the shipment through loading and assembly of the cask, placement and securing the cask onto the transport trailer provided by the Government, and inspection of the assembled load, truck, and trailer by the Idaho State Police (ISP). After the ISP has determined that the shipment has passed inspection, the shipment is released, thereby transferring control to the WIPP transportation contractor. Transportation of TRU waste to WIPP is the responsibility of CBFO after the transport receives dispatch approval from the WIPP Central Monitoring Room and leaves the INL security gate. The Contractor shall coordinate with the INL contractor and CBFO to allow for ISP badging, security interactions, and access to the inspection area.

The Contractor shall manage material previously mischaracterized as SNF, identified in Section C.7 *SNF Management*, by performing waste determination support, treatment, characterization, certification and shipping for disposal.

The three major waste programs discussed under this section include: CH-TRU (C.5.1 and C.5.2), RH-TRU & RH-M/LLW (C.5.3 and C.5.4), and CH M/LLW (C.5.5).

C.5.1 CH TRU Waste Disposition

The Contractor shall complete certification of all ISA waste at the Transuranic Storage Area (TSA) and also shall complete shipment out of the state of Idaho in accordance with the WIPP shipping schedule approved by the CBFO.

C.5.1.01 AMWTP Permit

The AMWTP Hazardous Waste Management Act (HWMA)/RCRA Permit was issued with an original effective date of June 4, 2008, and currently consists of the Waste Storage Facilities (WSF) WMF-628 through WMF-635, WMF-610, WMF-676, and the Outside Storage Area. The WSF, WMF-610, and WMF-676 are currently permitted for storage, various miscellaneous treatment, and mechanical processing. WMF-636 Pad 2 and the Outside Storage Area are currently permitted for container storage and treatment.

The Contractor shall maintain the currency of the AMWTP HWMA/RCRA Permit as required by the INL RCRA Work Plan.

WMF-636 (TSA-RE) is a weather-tight metal building over hazardous waste container storage units TSA-RE Pad R, Pad 2, and Pad 1. The TSA-RE building covers the waste stack, berms, and sloped earth. TSA-RE Pad 1 and TSA-RE Pad R are currently permitted for storage, liquid absorption, decanting, neutralization, sizing, and repackaging. The Pad 1 and Pad R portions of this unit will operate under interim status, and the Pad 2 portion of this unit will operate under the AMWTP HWMA/RCRA Permit until closure.

C.5.1.02 CH-TRU Characterization and Certification

In order to ship waste to WIPP, the waste shall be characterized, certified, and shipped by a program that is certified by the National TRU Program at CBFO. At the end of contract transition, the Contractor shall have implemented the DOE approved schedule to obtain, in a timely manner, the certification authority granted to the Idaho CH-TRU Program by CBFO in order to characterize and certify CH-TRU waste for disposal at WIPP. The Contractor shall maintain the certification authority to perform the characterization, certification, and shipping of CH TRU waste to WIPP throughout the contract period. To maintain this capability, the Contractor shall accommodate, at a minimum, audits performed by the CBFO, the state of New Mexico, and the EPA.

The Contractor shall perform characterization as needed for storage, treatment, certification, transportation, and disposal of CH-TRU waste. Characterization may include, but is not limited to: radiological or radiographical examination; visual examination; non-destructive assay; head-space gas analysis; and/or flammability analysis (prior to final certification); reviewing characterization and treatment data to ensure the waste meets all disposal requirements; or any other methodology acceptable to DOE. The Contractor shall ensure waste packages meet all certification requirements for acceptance at WIPP, per the most current version of the WIPP WAC.

C.5.1.03 CH-TRU Treatment

The Contractor shall treat CH-TRU waste for disposal and certify that the waste has been treated to applicable requirements, including the waste acceptance criteria of the treatment/disposal facility (e.g., the WIPP WAC). Waste that is demonstrated through assay to contain a concentration of greater than or equal to100 nCi/g of transuranic isotopes shall be treated to meet the requirements of the most current WIPP WAC and shall be disposed of as CH-TRU. Waste that is demonstrated through assay to contain a concentration of less than 100 nCi/g of transuranic isotopes shall be classified as M/LLW and shall meet the requirements of the appropriate disposal facility's WAC for disposition.

Existing treatment processes include, but are not limited to: repackaging, size reduction, opening and sorting waste in order to address prohibited conditions, and mixing with absorbent to remove free liquid. These processes are currently performed in various treatment tents in the CH-TRU program, ARP-VII for sludge repackaging, and various other facilities at RWMC as needed. The existing processes and equipment are the responsibility of the Contractor to be utilized as needed to treat waste in an acceptable manner for the WAC for the receiving facilities.

C.5.1.04 CH-TRU Storage and Movement

The Contractor shall store all waste in a safe and compliant manner until the waste is disposed off-site or transferred for shipment to WIPP. Waste may be transferred within the RWMC footprint without characterization or Department of Transportation (DOT) compliant packaging. Waste transfers between RWMC and INTEC or Materials and Fuels Complex (MFC) shall be

performed under the Contractor's DOE approved Transportation Safety Document in accordance with DOE Order 460.1, *Hazardous Materials Packaging and Transportation Safety*.

C.5.1.05 CH-TRU Packaging and Transportation

Contractor assembly and certification of payloads and shipments are under the oversight and authority of the National TRU Program (NTP) at CBFO. The Contractor shall utilize the services of the NTP at CBFO contractor to oversee the development of the CH-TRU waste assembly and certification of payloads and shipments in accordance with the DOE CBFO TRU Waste Transportation Program.

For the CH-TRU packaging and transportation activities, the NTP at CBFO contractor will be responsible for:

- Assembly of certified waste containers into virtual payloads for shipment to WIPP
- Completion of flam gas analysis and other transportation related activities that lead to the development of a certified shipment
- Oversight of the payload assembly and loading for WIPP shipment, and
- Shipment of waste to WIPP.

The Contractor shall follow DOE policy for efficient use of TRU waste transportation resources which requires shipping sites to ship the maximum number of loaded packages (e.g., three TRUPACT-IIs or two TRUPACT-IIs and one Half-PACT) per shipment with minimal dunnage containers and the maximum amount of waste. All over-packed shipping configurations require specific advance approval from the National TRU Program at CBFO.

The Contractor shall follow NTP at CBFO requirements specified in the WIPP WAC and CBFO certification letters. Such measures shall include, but are not limited to, utilizing payload configurations and waste packaging that minimizes dunnage and maximizes shipping and disposal efficiency.

The Contractor shall utilize transport containers provided by WIPP. Transport of TRU waste to WIPP is a Government furnished service that is provided by CBFO. Costs for transportation of TRU waste to WIPP that are associated with: TRUPACT-II, TRUPACT-III, Half-PACT, other approved NRC licensed containers, trailers, tractors, drivers, and disposal at WIPP are borne by CBFO, with the exception of consumables (e.g. ten-drum over packs, Standard Large Box (SLB) 2, standard waste box, etc.).

The Contractor shall coordinate with NTP at CBFO to ship all CH-TRU waste. CH-TRU waste shall be shipped per the shipping schedule established by NTP at CBFO.

The Contractor shall continue to operate and maintain facilities WMF-602, 610, 618, 628, 634, 635, and type II storage modules (WMF- 629 – 633) as needed through completion of shipping.

C.5.2 Buried Waste Exhumation

The Contractor shall continue implementation of the WAG 7 OU 7-13/14 ROD and Agreement to Implement Court Order, dated May 25, 2006, including all required actions and reporting. In performing waste exhumation, the Contractor shall implement the OU 7-13/14 Phase 1 RD/RA Work Plan, Rev. 2 (DOE/ID-11389). Targeted buried waste exhumation shall be completed, and the draft Phase I Interim Remedial Action Report shall be submitted to the agencies in accordance with the FFA/CO and the *Environmental Regulatory Structure and Interface Protocol for the ICP Core Contractor* (see Section J, Attachment J-5). The Phase I Interim Remedial Action Report shall be finalized with regulatory agency acceptance in accordance with the FFA/CO.

The Contractor shall complete buried waste exhumation of the remaining footprint in ARP IX at the RWMC using the existing facilities and equipment (excavators, telehandlers, front end loaders, Drum Packaging Stations, etc.). All other work associated with processing exhumed waste shall be completed in accordance with Sections C.5.1.02, C.5.1.04, and C.5.1.05.

C.5.3 RH-TRU Waste Disposition

The Contractor shall monitor and maintain the storage of RH-TRU waste and support the shipment for disposal out of Idaho for all RH-TRU in storage. All waste shall be shipped out of the state of Idaho for disposal in accordance with the WIPP shipping schedule. This scope includes the operations, maintenance, monitoring and improvements of RH-TRU Program facilities at INTEC. These activities shall include, but are not limited to: routine operations and maintenance activities needed to support the RH-TRU Program facilities and any facility improvements needed to sustain operations.

The RH-TRU Program consists of the following elements.

C.5.3.01 RH-TRU Characterization and Certification

In order to ship waste to WIPP, the waste shall be certified and characterized, packaged, and shipped by a program that is certified by CBFO. The Contractor shall verify previously certified waste and ensure the certification is still effective or shall certify to meet the most recent WIPP WAC requirements. The Contractor shall utilize the services of the NTP at CBFO contractor to develop RH-TRU waste certification data packages and assemble the loads. The Contractor shall support the development of the waste certification data packages to show compliance with the WIPP WAC, support the defense of the data packages, and support negotiations with the State of New Mexico and the Environmental Protection Agency.

The Contractor shall perform characterization to support the NTP at CBFO contractor program as needed for storage, treatment, certification, transportation, and disposal of RH-TRU waste. Characterization may include, but is not limited to, radiological or radiographical examination, visual examination, dose-to-curie, and/or flammability analysis, wattage determinations,

reviewing characterization and treatment data to ensure the waste meets all disposal requirements, or any other methodology acceptable to DOE.

C.5.3.02 RH-TRU Treatment

The Contractor shall treat all waste for disposal and certify that the waste has been treated to applicable requirements, including the most recent WAC of the treatment/disposal facility. Waste that is demonstrated through assay or dose-to-curie to contain a concentration of greater than or equal to100 nCi/g of transuranic isotopes shall be treated to meet the requirements of the WIPP WAC. Waste that is demonstrated through assay or dose-to-curie to contain a concentration of less than 100 nCi/g of transuranic isotopes shall meet the requirements of the appropriate disposal facility's WAC.

Existing treatment processes include, but are not limited to: repackaging, size reduction, removal of WIPP prohibited waste characteristics (e.g. Sodium), and opening and sorting waste in order to address prohibited conditions that prevent disposal of the subject waste. These processes are currently performed in CPP-666 and CPP-659 at INTEC.

C.5.3.03 RH-TRU Storage and Movement

The Contractor shall store all waste in a safe and compliant manner until the waste is disposed off-site or transferred for shipment to WIPP. Waste may be transferred within the INTEC footprint without complete characterization or DOT compliant packaging. Waste transfers between RWMC or MFC and INTEC shall be performed under the Contractor's DOE approved transport plan based on the safety basis requirements for on-site transfers in accordance with 10 CFR 830, *Nuclear Safety Management* and in coordination with the INL contractor.

C.5.3.04 RH-TRU Packaging and Transportation

The NTP at CBFO conducts oversight and has authority as the Certified Packaging and Transport Program for assembly and certification of payloads and shipments to the WIPP. The Contractor shall utilize payload configurations that maximize the WIPP disposal capability, as determined by the NTP at CBFO. The Contractor shall follow DOE policy for efficient use of TRU waste transportation resources which requires shipping sites to ship the maximum number of loaded packages (e.g., fully-loaded RH-72Bs) per shipment with minimal dunnage containers and the maximum amount of waste. All over-packed (e.g. shielded container assemblies) shipping configurations require specific advance approval from the National TRU Program at CBFO.

The Contractor shall follow NTP at CBFO requirements specified in the WIPP WAC. Such measures shall include but are not limited to utilizing payload configurations and waste packaging that minimizes dunnage and maximizes shipping and disposal efficiency, including use of shielded over-pack containers.

The Contractor shall utilize transport containers provided by WIPP. Transport of TRU waste to WIPP is a Government Furnished Service that is provided by CBFO. Costs for transportation of TRU waste to WIPP that are associated with RH-72B casks, other approved NRC licensed containers, trailers, tractors, drivers, and disposal at WIPP are borne by CBFO, with the exception of consumables (e.g., removable lid canisters, shielded container assemblies).

C.5.3.05 RH Waste LOT 11

The Contractor shall retrieve, process, treat, characterize, and dispose of the waste identified as Lot 11 (Legacy RH-M/LLW). Although most of Lot 11 can only be treated in CPP-666 due to container size and Rad fields greater than 50 R/hr at 30 cm, some of the population may be treated in CPP-659 after sizing or by an approved thermal treatment process.

This scope involves the treatment and repackaging of waste that contains sodium, NaK, and/or RCRA metals. The reactive nature of this waste requires segregation and management to prevent its unintended contact with water or other materials that may cause a reaction. Activities such as hot cell cleanouts may be required prior to introduction of other waste streams into treatment areas that have processed active waste. This waste shall be retrieved from below ground storage at the Radioactive Scrap and Waste Facility (RSWF) at MFC, or above ground as made available by the INL contractor and transferred to INTEC by the Contractor or the INL contractor for treatment. The storage configuration at RSWF is vertical pipes placed below grade and retrieval may require excavation of the pipes.

C.5.4 Naval Nuclear Propulsion Program (NNPP) Pieces, Parts, and Fines (PPF) (NNPP FUNDED)

The Contractor shall dispose of the Naval Nuclear Propulsion Program (NNPP) waste located at the INTEC or Naval Reactors Facility (NRF). The Contractor shall characterize, package and ship this waste off site for disposal. The Contractor shall inform DOE of material that does not meet the WIPP WAC.

Security clearances shall be required for all staff that will view the contents of the NNPP containers or have access to the classified information associated with their contents. A secure conference room with electronic communications equipment is located in CPP-666. The Contractor shall maintain the secure conference room and electronic communications equipment located in CPP-666 for use by NNPP staff. This room can be shared with staff associated with the SNF Transfer Program.

C.5.4.01 Naval Nuclear Propulsion Program (NNPP) RH-TRU Characterization and Certification

The Contractor shall characterize NNPP Pieces, Parts, and Fines (PPF) in accordance with Section C.5.3.01 *RH-TRU Characterization and Certification*. Waste characterization and certification will be performed under the certification authority of the CCP for disposal at WIPP.

The Contractor shall develop Acceptable Knowledge (AK) summary reports to be used in the certification process to ship all waste out of the state of Idaho.

C.5.4.02 Naval Nuclear Propulsion Program (NNPP) RH-TRU Storage and Movement

The Contractor shall perform storage and movement of NNPP PPF in a safe and compliant manner until the waste is disposed off-site or transferred for shipment to WIPP. Waste may be transferred within the INTEC footprint without characterization or DOT compliant packaging.

C.5.4.03 Naval Nuclear Propulsion Program (NNPP) RH-TRU Packaging and Transportation

The Contractor shall perform packaging and transportation of NNPP PPF in accordance with Section C.5.3.04 *RH-TRU Packaging and Transportation* and shall be shipped out of the state of Idaho for disposal. Any waste that cannot be disposed at WIPP shall be packaged in a manner that allows for disposal in another TSDF or returned to the NRF.

C.5.5 CH M/LLW Disposition

C.5.5.01 Waste Generator Services

The Contractor shall manage a waste generator services program that encompasses hazardous and M/LLW waste. This management starts with pre-generation planning through shipment to off-site or on-site disposal. The Contractor shall ensure that all wastes are properly characterized and maintained in safe, compliant storage until properly disposed of or shipped off-site. The Contractor shall establish management controls to allow timely and efficient verification by DOE of waste volumes generated, treated, certified, packaged, loaded, and shipped off-site. The Contractor shall safely manage and dispose of waste, generated by or discovered during on-site EM cleanup activities, at an appropriate disposal facility. The Contractor shall establish or maintain the generator certifications with off-site disposal facilities (e.g. Energy Solutions, Waste Control Specialists, etc.) necessary to implement the PWS. Should another contractor require ICP Waste Generator Services, then the Interface Agreement between the two contractors shall define how waste treatment and disposal services will be provided and reimbursed.

Packaging, transporting, and disposing of non-TRU waste for treatment and/or disposal facilities shall be the responsibility of the Contractor. There is currently no on-site disposal facility for non-CERCLA M/LLW. The Contractor shall package waste to meet applicable regulatory and treatment/disposal requirements and shall comply with the applicable WAC for treatment and disposal facilities. The Contractor shall be responsible for providing shipping containers for non-TRU waste and ensuring all applicable shipments meet DOT requirements. The Contractor shall provide transportation coordination related to the scheduling, inspection, notification, tracking, and reporting of non-TRU waste shipments. The Contractor shall assume responsibility for the shipping certification granted by the DOE Nevada National Security Site (NNSS) in order to dispose of non-TRU waste at NNSS. This certification shall be maintained throughout the contract.

The Contractor shall treat, as necessary, and dispose of process-generated waste and other wastes in accordance with time-frames specified in the Site Treatment Plan or any other relevant regulations or regulatory requirements. Process-generated waste is newly generated waste as a result of waste processing, maintenance operations, or equipment change out. Examples of process-generated wastes include, but are not limited to, shredder boxes, empty cargo containers, cleaning solvents used during maintenance, rags, contaminated clothing, and failed equipment parts. All process generated waste created during the execution of this contract shall be dispositioned.

The Contractor's Waste Generator Services shall include the following:

1. Management and operations of the Integrated Waste Tracking System (IWTS) and the Waste Tracking System (WTS) at AMWTP.
2. Interface with the Waste Data System (WDS) controlled by the NTP at CBFO.

C.5.5.02 Special Requirements Wastes

During the course of normal operations, the Contractor may encounter waste that has special handling requirements. These wastes include, but are not limited to: non-defense TRU waste, mercury contaminate granulated activated carbon (GAC), high fissile gram equivalent (FGE) TRU waste, oversized and overweight containers and items, greater than class C (GTCC)-like waste, and TRU waste from other DOE sites. The Contractor shall manage this waste in accordance with all applicable laws and regulations.

The Contractor shall manage this waste in accordance with all applicable laws and regulations until such a time as an operating facility becomes available.

C.5.5.03 Legacy Excess Radioactive/Hazardous Materials

The Contractor shall process and disposition Legacy Excess Radioactive/Hazardous Materials (excluding depleted uranium ingots) and the entire Sodium Component Maintenance Shop (SCMS) Backlog.

C.5.6 RCRA Closure of RWMC Facilities

The Contractor shall perform RCRA closure of RWMC facilities as their missions conclude. This includes finalizing existing preliminary closure plans per the RCRA permit, and then executing RCRA closure in accordance with the finalized plans.

C.6.0 LIQUID WASTE FACILITY CLOSURE

C.6.1 Integrated Waste Treatment Unit (IWTU) Operations

The Contractor shall continue to operate and maintain the IWTU facility until treatment is complete on all Sodium Bearing Waste (SBW) in the four INTEC Tanks WM-187, WM-188, WM-189, and WM-190, estimated 900,000 gallons of SBW, and store the granular waste

product in the IWTU storage area. (Note: Tank WM-190 is an empty tank that was constructed in the event one of the other tanks leaked. The remaining three tanks have liquid waste in them, but all four tanks shall be RCRA closed.)

C.6.2 Calcine Retrieval Demonstration and Disposition Project

The Contractor shall complete the Calcine Retrieval Demonstration Project upon direction from the DOE CO.

The Contractor shall implement the 2015 Calcine Disposition Project (CDP) Analysis of Alternative Recommendations to re-evaluate direct disposal of calcine as the preferred disposition path for calcine.

The Contractor shall develop a long-term strategy for calcine waste disposition. IWTU facility modifications may be implemented to support calcine disposition upon direction of the DOE CO. These modifications may be dependent upon the calcine disposition path forward (future treatment versus direct disposal).

C.6.3 Liquid Waste Facility Closure

The Contractor shall continue the maintenance of the INTEC Liquid Waste Management Facilities at the same level conducted at contract takeover. This includes providing the same level of support for the INTEC Liquid Waste Management System (ILWMS) Closure.

The Contractor shall complete closure of the remaining four 300,000 gallon tanks (Tanks WM-187, WM-188, WM-189, and WM-190; including the tank vaults, cooling coils, valve boxes, and ancillary piping) of the INTEC Tank Farm Facility in accordance with the RCRA Closure Plan (DOE/ID-11273, "Idaho Hazardous Waste Management Act/Resource Conservation and Recovery Act Closure Plan for Idaho Nuclear Technology and Engineering Center Tanks WM-187, WM-188, WM-189, and WM-190, and all Remaining Tank Farm Facility Resource Conservation and Recovery Act Piping", October 2012). The scope includes modifying the RCRA Closure Plan if needed and then completing closure according to the finalized plan. The Contractor shall submit the Professional Engineer's Certification to the state of Idaho in accordance with the finalized RCRA Closure Plan. See the Idaho Department of Environmental Quality (DEQ) website for the text of all the RCRA and air permits, http://www.deq.idaho.gov/permitting/issued-permits.aspx.

The Contractor shall complete RCRA Closure of the INTEC Liquid Waste Management System. This includes modifying, if necessary, and finalizing the draft DOE/ID-11460 HWMA/RCRA Closure Plan for the INTEC Liquid Waste Management System – Process Equipment Waste Evaporator (PEWE) and Liquid Effluent Treatment and Disposal (LET&D) Systems, March 2012, and then completing closure according to the finalized plan and schedule.

The Contractor shall complete RCRA Closure of the INTEC New Waste Calcining Facility except for those areas required for RH-TRU packaging and the calcine contaminated transport air lines. This includes modifying, if necessary, and finalizing the draft DOE/ID-11477 HWMA/RCRA Closure Plan for the INTEC New Waste Calcining Facility (CPP-659), September 2012, and then completing closure according to the finalized plan and schedule.

The Contractor shall operate the IWTU as needed to process waste generated during the INTEC Tank Farm Closure.

The Contractor may also use the IWTU to process waste generated from the RCRA Closure of the INTEC Liquid Waste Management System, and from the RCRA Closure of the INTEC New Waste Calcining Facility if required by its technical approach. If the Contractor determines it will use IWTU to treat this waste, then the Contractor shall plan for extending the current steam reforming license to cover this waste.

The Contractor shall complete RCRA Closure of the IWTU main processing building and then transition the facility to a safe shutdown condition of the process. This includes flushing the system to the extent practicable and downgrading the treatment facility to less than Hazard Category 3. The Contractor shall maintain the infrastructure to support the safe and compliant storage of treated Sodium-Bearing Waste (SBW) in the product storage building.

C.7.0 SPENT NUCLEAR FUEL (SNF) MANAGEMENT

EM manages the SNF Program principally at the INTEC within the INL which requires compliance with the terms and requirements of the 1995 ISA and the 1996 Colorado Agreement. To date, all the SNF milestones under the ISA have been met on time. Two milestones remain. They are:

- Removal of all SNF from wet storage by December 31, 2023, and
- Removal of all SNF from the state of Idaho by January 1, 2035.

The Colorado Agreement has one milestone:

- Removal of SNF from a single facility located within the state of Colorado by January 1, 2035.

C.7.1 Defense EM-Funded SNF Activities

C.7.1.01 Surveillance and Maintenance (S&M) of Materials and Facilities

Under defense-funded activities, EM manages the following SNF facilities at INTEC: CPP-666, CPP-603, CPP-749 and CPP-2707 and related ancillary facilities. The subject facilities are described below.

The Contractor shall maintain the SNF and its associated records, and operate and maintain the SNF storage facilities in accordance with the prescribed safety basis and DOE Orders. The

Contractor shall perform routine operations, including inspections and sampling as prescribed in associated safety documentation.

CPP-666, the Fluorinel Dissolution Process and Fuel Storage (FAST) facility was built for the cooling and wet storage of SNF prior to reprocessing. The FAST facility consists of the Fuel Storage Area (FSA) and the Fluorinel Dissolution Process Area (FDPA). The FSA is the subject area for the wet storage of SNF. The FSA consists of several major functional areas designed to manage fuel receipts in large transfer casks and subsequent handling of SNF for storage. The functional areas include a truck unloading area, two unloading pools, and six underwater storage pools. There are two spent fuel types remaining in the facility (EBR-II driver SNF and ATR SNF), each to be removed to dry storage in its own campaign. The facility, as currently configured, contains 3,788 ports. The facility's inventory will be addressed in each individual Task Order. Upon completion of the SNF mission at CPP-666, the FDPA will continue in service for RH-LLW Lot 11.

CPP-603, the Wet & Dry Fuel Storage Facility, was also built for cooling and wet storage of SNF prior to reprocessing and is comprised of two major functional areas: the wet and dry fuel storage areas. Supporting those functions are cranes, two cask loading and unloading areas, and truck loading and unloading bays. The wet side, the Basin Facility, comprised of three pools, is now closed. The dry side, the Irradiated Fuel Storage Facility (IFSF), remains in operation and dry stores the largest inventory of SNF of the facilities discussed. There are 636 storage positions (ports) in CPP-603. The facility's inventory will be addressed in each individual Task Order.

CPP-749 and CPP-2707 have been combined and are called the Outdoor Fuel Storage Facility (OFSF). The OFSF consists of two areas, (1) CPP-749 - the underground fuel storage or vault area of the facility where fuel is stored in underground storage vaults and (2) CPP-2707 - a concrete pad on which fuel-loaded casks are stored. In addition to these two defined areas, there are three Advanced Test Reactor (ATR) Complex casks containing small amounts of fuel located within the CPP-749 area and one Fissile Mass Limited Area (FMLA) located in a cargo container within CPP-2707. The outdoor fuel storage facility originally consisted of only the underground portion, CPP-749; the concrete pad was incorporated into the entity now called the OFSF. The overall facility was previously known as the CPP-749 Underground Fuel Storage Facility (UGFSF) and the UGFSF designator is still in use in source documentation.

C.7.1.02 Foreign and Domestic SNF Receipts Program.

The Contractor shall maintain the capability to receive and off-load Foreign and Domestic Research Reactor (FRR/DRR) Program SNF for dry storage in CPP-603. At this time, receipt of this type of fuel is prohibited until progress is made in waste treatment at the IWTU.

The Contractor shall inspect the SNF at the generating reactor, perform criticality and thermal analyses to determine transport and storage configurations, and maintain the security chain of custody from the placement of the SNF in a Contractor provided basket. Therefore, travel to

generating reactors for SNF inspection and Contractor presence during loading for transport is required. The transport of SNF from the generating reactor to INTEC is not a Contractor function for DRR or FRR SNF. The Contractor shall maintain the equipment used to perform inspections and shall ensure compliance with CPP-603 documented safety analysis during the term of the contract. The Contractor shall procure baskets, basket lids, spacers, and storage canisters and lids as needed to place the fuel into dry storage at INTEC.

C.7.1.03 SNF Projects

C.7.1.03.01 Empty CPP-666 Project

The Contractor shall complete transferring all remaining SNF from wet storage in CPP-666 to dry storage in other locations. This is an ongoing project. The Contractor shall perform any necessary maintenance and repairs to the equipment (e.g., crane(s), tractors, transportation equipment, shield doors, casks, etc.), and any necessary facility modifications to accomplish this scope of work.

C.7.1.03.01.01 ATR SNF

The Contractor shall complete transferring all remaining ATR SNF elements from wet storage in CPP-666 into dry storage in CPP-603. The processes and procedures have been prepared and necessary tools and equipment appropriated or devised. The transfers utilize two high-load chargers (HLC) and two straddle carriers. A shipment is comprised of sending a HLC in a straddle carrier containing eight ATR elements. A transfer comprises two shipments with two HLCs containing a total of 16 ATR elements. This is required for managing the preparatory stage at CPP-603, drying the SNF, prior to canisterization and storage.

C.7.1.03.01.02 EBR-II SNF

The Contractor shall complete transferring all remaining EBR II driver SNF elements from wet storage at CPP-666 to the Materials and Fuels Complex (MFC) within the INL. The processes and procedures have been prepared and necessary tools and equipment have been designed or devised. Phase 2 canisters must be fabricated, and some liners remediated/replaced. The Contractor shall conform to restrictions on shipping and storage as defined by the INL contractor. The Contractor shall establish an Interface Agreement with the INL contractor. To remain flexible, this subproject will allow for execution to place EBR-II SNF at two alternative locations.

<u>Alternative 1 – Transfer to MFC-765</u>. The Contractor shall retrieve, load and ship EBR-II SNF for treatment by the INL contractor at the Fuel Conditioning Facility (FCF), MFC-765, at a rate commensurate with the treatment processing schedule set by the INL contractor. A transfer is comprised of two cans, each containing eight bottles of SNF loaded into an HFEF-6 cask provided by the INL contractor. The bottles are removed from the wet storage basket and placed into the cans for transportation.

Alternative 2 – Transfer to MFC-771. The Contractor shall retrieve, load and ship all remaining EBR-II SNF for storage at the Radioactive Scrap and Waste Facility (RSWF), MFC-771, at a rate sufficient to meet the ISA milestone by December 31, 2023. A transfer is comprised of two cans, each containing eight bottles of SNF loaded into a transfer package. The transfer package consists of a transfer/storage canister within an overpack to ensure a clean package. Two wet storage baskets are taken from the basin, as is, and placed into the canister nested within the overpack. The canister and overpack is then placed within a HFEF-14 cask provided by the INL contractor. Closure of the liner is required. Closure includes placement of a shield plug and a lid which is then welded to the liner.

While the Contractor shall have access to the RSWF, the Contractor shall not manage the nor be responsible for its safety basis documents and RCRA permit. Inspection and modification of a liner may be required. The Contractor shall provide all materials and equipment necessary to support this activity including the complete fuel storage package (fuel cans, canisters, and lids) and liner closure package (shield plug and lid).

C.7.1.03.02 Complete the Peach Bottom SNF Transfer Project

The Contractor shall complete transfer of all remaining Peach Bottom (PB) SNF within CPP-749 from 1st generation to 2nd generation vaults. This is an ongoing project. The subject fuel is aluminum clad and packaged in an aluminum can, and placed in an aluminum basket, up to 19 at a time within each vault. There is PB SNF in 40 vaults. The 1st generation vaults of CPP-749 are subject to water intrusion either from condensation or seepage. As a result, aluminum oxidation has occurred, increasing hydrogen concentrations to levels of concern (up to 4%). In addition, inspections show visible corrosion of the cans and the basket, and modeling predicts potential failure of the basket during retrieval operations. As a result, all 40 PB vaults will be retrieved from the 1st generation vaults for transfer to the more robust 2nd generation vaults. When justified by inspection, the cans will be placed into a new basket. Transfer to CPP-603 for repackaging may be required.

Twelve (12) higher risk vaults have been identified among the 40 PB vaults for which an engineered recovery tool is required for the safe retrieval of the basket. The Contractor shall perform any necessary maintenance and repairs to the equipment and any necessary facility modifications to accomplish this scope of work. The Contractor shall provide all materials and equipment necessary to support this activity.

C.7.1.03.03 NuPac 125-B Cask Transfer Project

The Contractor shall transfer two NuPac 125-B casks stored in the cask receiving area of CPP-666 to the CPP-603 truck bay. The Contractor shall perform any necessary maintenance and repairs to the equipment and any necessary facility modifications to accomplish this scope of work. The Contractor shall provide all materials and equipment necessary to support this activity.

C.7.1.03.04 Dispositioning of the Unirradiated Light Water Breeder Reactor U-233 Seed Module Project

The Contractor shall complete the necessary planning and dispositioning the unirradiated Light Water Breeder Reactor (LWBR) seed module assembly. The seed module assembly is located in CPP-749 facility.

In April of 2007, after concluding that there was no need for use of the subject SNM, DOE devised a strategy for declaring it waste and proceeding with disposal.[1] The inventory of interest included 40 canisters of fuel and blanket rods and one seed module assembly. The SNM were stored in underground vaults within the CPP-749 facility. In April of 2008, dispositioning of the 40 canisters as low-level waste at the then Nevada Test Site (NTS) now Nevada National Security Site (NNSS) was completed in accordance with this plan.[2]

The project was suspended, however, prior to dispositioning of the seed module assembly.

C.7.1.03.05 SNF Road Ready Demonstration Project

The Contractor shall continue to support the Road Ready Demonstration Project. The demonstration consists of loading and storage of select SNF into a multi-purpose canister (commonly known as the DOE Standard Canisters (SC)) and placement into dry storage.

The Contractor shall perform any necessary maintenance and repairs to the equipment (e.g., crane(s), shield doors, casks, etc.) and any necessary facility modifications to accomplish this scope of work. The Contractor shall provide all materials and equipment necessary to support this activity.

C.7.1.03.06 Idaho SNF Packaging Facility

The Contractor shall support the Idaho SNF packaging facility to be provided at completion of the Analysis of Alternatives per DOE specifications.

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[1] *MATERIALS DISPOSITION PLAN - Volume I, Determination of a General Path for the Disposition of EM-Managed U-233 Containing Materials Located at the Idaho National Laboratory*, DOE/ID-11329, April 2007.

[2] *Disposition Strategies for EM-Owned Special Nuclear Material at the Idaho National Laboratory - Completion Report*, PLN-1249, Rev 7, 3/31/2009.

C.7.1.04 SNF Programmatic Analysis

C.7.1.04.01 SNF Inventory Analysis

A preliminary evaluation of the EM-managed materials within the SNF inventory reveals that as many as 25 fuel types (39.8 MTHM), or 15% of the inventory, may be mischaracterized as SNF.

The Contractor shall evaluate the inventory of INTEC SNF and its known characteristics against the definition of SNF contained within DOE Manual 435.1-1 *Radioactive Waste Management Manual.*

> SPENT NUCLEAR FUEL. Fuel that has been withdrawn from a nuclear reactor following irradiation, the constituent elements of which have not been separated by reprocessing. Test specimens of fissionable material irradiated for research and development only, and not production of power or plutonium, may be classified as waste, and managed in accordance with the requirements of this Order when it is technically infeasible, cost prohibitive, or would increase worker exposure to separate the remaining test specimens from other contaminated material. [Adapted from: DOE Order 5820.2, *Radioactive Waste Management*]

Fuels not meeting that definition may qualify as a waste type defined within the associated DOE Order and will be handled under Section C.5. The Contractor shall develop disposition strategies commensurate with the potential waste determination.

C.7.1.04.02 Analysis of Fermi Blanket SNF

Fourteen (14) stainless steel storage canisters containing 34.2 MTHM of Fermi-1 blanket SNF are stored in the 1st generation storage vaults of CPP-749.

Because of the limited irradiation history of the Fermi-1 blanket SNF, the disposal options differ for Fermi-1 blanket SNF than the pyroprocessing proposed for other sodium-bonded fuels. The *ROD for the Treatment and Management of Sodium-Bonded Spent Nuclear Fuel* directed further studies to be conducted for a means to remove or pacify sodium contained in the Fermi-1 blanket fuel. This was based on the waste acceptance requirement for the Yucca Mountain repository, which precludes acceptance of metallic sodium, a RCRA characteristic hazardous waste designated as reactivity (D003), as defined in 40 CFR Part 261 subpart C.

The Contractor shall evaluate options for the management/disposition of the Fermi-1 blanket material as waste rather than SNF.

C.7.1.04.03 Analysis of Epoxied SNF

The INTEC inventory contains approximately 0.5 MTHM of epoxied SNF.

The Contractor shall evaluate options for the management/treatment of epoxied SNF to permit dispositioning in the repository.

C.7.1.04.04 Analysis of SNF Poison Materials and Techniques

Prior to final packaging for repository disposal, it is likely that a major percentage of the INTEC SNF inventory will require poisoning. No progress has been made on this topic since the National Spent Nuclear Fuel Program (NSNFP) was disbanded.

The Contractor shall evaluate options for the poisoning of SNF to permit dispositioning in the repository. Options shall include neutron absorber additives (pourable and otherwise) and structures (baskets, cans, and, inserts).

C.7.2 Non-Defense EM-Funded SNF Activities

C.7.2.01 Management of NRC-Licensed SNF Storage Facilities

Under non-defense funded activities, EM manages SNF within two SNF facilities. The facilities are known as the NRC Licensed Facilities (NLF) Independent Spent Fuel Storage Installations (ISFSIs). They are:

- The Three Mile Island Unit 2 (TMI-2) ISFSI, CPP-1774, located at INTEC; and
- The FSV ISFSI near Platteville, CO.

The Contractor shall maintain the SNF and its associated records, and operate and maintain the two SNF storage facilities in accordance with the NRC license. This includes S&M adequate to perform all scope described herein.

The Contractor shall operate and maintain the facilities in accordance with Section J, Attachment J-3, *Requirements Sources and Implementing Documents*, and the NRC licensing documents. For both ISFSIs, NRC licensing documents shall apply and have precedence over DOE Orders, Requirements and Guidelines. In areas not addressed by the NRC licensing documents, the DOE Orders, Requirements and Guidelines shall prevail.

The Contractor shall generate, store, and handle classified materials associated with the facilities and shall be responsible for the performance of document classification and declassification, in accordance with NRC Classification Bulletin and NRC license requirements. The Contractor shall notify the DOE facility director and DOE Security Specialist or NRC Licensed Facility (NLF) ODFSA of any security related incidents. The DOE will be responsible for reporting any security incident to the NRC and for performing security investigations, as needed. Only the Facility Director, or Licensee, may make notification to the NRC.

C.7.2.01.01 Fort St. Vrain (FSV) ISFSI

FSV is located on the high plains in Weld County Colorado, 35 miles north of Denver, CO, and 3.5 miles northwest of Platteville, CO. The facility is located between the South Platte River and St. Vrain Creek. The facility has a Modular Vault Dry Store (MVDS) design and stores SNF removed from the collocated High Temperature Gas Cooled Reactor (HTGR) formerly managed by the Public Service Company of Colorado (PSCo). The reactor was permanently shut down in August 1989. The nuclear reactor was replaced by a gas fired power plant and has been sold to Excel Energy who continues to operate the power facility.

In order to complete this shutdown, PSCo applied to the NRC for a separate license to design, build and operate an ISFSI for storage of the subject SNF. PSCo began loading the ISFSI with FSV spent fuel on December 26, 1991. Loading of FSV spent fuel into the ISFSI was completed on June 10, 1992.

In December of 1995, the DOE notified the NRC of its intent to procure the ISFSI from PSCo, to take possession of the fuel stored in it, and to transfer the license to DOE. On February 9, 1996, DOE took possession of the FSV fuel stored in the ISFSI. PSCo managed the spent fuel in accordance with the license SNM-2504 until June 1999 when the license was transferred to DOE. DOE has since renewed the license for 20 years. A renewal to this license will be required prior to November 30, 2029.

The Contractor shall be responsible for all aspects of management of this facility in accordance with the NRC license and applicable DOE Orders. The Contractor shall manage operations, S&M, general infrastructure (including communications and IT infrastructure), and utilities. The Contractor shall provide administrative and engineering support to maintain the safety basis (e.g., the FSAR), security, and operational processes and procedures. The Contractor shall be responsible for the safe conduct of operations at the FSV facilities. The Contractor shall provide deliverables, as defined in the required procedures (see Section J, Attachment J-2, *Contract Deliverables*).

The Contractor shall generate, store, and handle classified materials associated with FSV at the Willow Creek Building in Idaho Falls and at FSV in Colorado, and shall be responsible for the performance of document classification and declassification, in accordance with NRC license requirements. The Contractor shall be responsible for establishing an Incident of Security Concerns (IOSC) program at FSV and performing security inquiries, utilizing DOE Order 470.4 as a guide. The IOSC program procedures will be reviewed by DOE, and DOE comments shall be addressed prior to implementation. The Contractor shall notify and provide final incident reports to the DOE facility director and DOE EM Security Specialist, NLF ODFSA, and security director of any security related incidents. The DOE will be responsible for reporting any security incident to the NRC, for performing security investigations, and for inputting the

security incident information and/or report into Safeguards and Security Information Management System (SSIMS), as needed.

The Contractor shall provide an Authorized Derivative Classifier(s) to perform Derivative Classification of documents.

At the FSV facility specifically, the Contractor, in conjunction with the FSV Physical Security Services contractor, shall provide Safeguard and Security (S&S) services in accordance with the NRC license requirements in Section C.9.2.02.02 *Safeguards and Security at FSV*. Physical security services will be provided by a separate, direct-to-DOE Physical Security Services contractor in accordance with the NRC license requirements.

C.7.2.01.02 TMI-2 ISFSI

TMI-2 is sited in a two-acre dedicated area within the boundaries of the INTEC. INTEC occupies about 275 acres of the south-central portion of the INL site and is located 42 miles west of Idaho Falls. The INL site has its own security police force, a fire department, medical staff, emergency response teams, and INTEC shift plant supervision. Thus, the INL site infrastructure shall serve equivalent functions as independent local agencies (similar to local city or county) do for typical commercial licensed sites.

The TMI-2 activities and facilities are licensed pursuant to the requirements of 10 CFR Part 72. The licensed activities include storage, surveillance, and maintenance activities within the ISFSI. The licensed facility includes the structures and equipment that comprise the TMI-2 ISFSI.

The TMI-2 ISFSI design is based on the NUHOMS®-24P system. The NUHOMS®-12T system has been adapted for TMI-2 canister use, and the system can accommodate the internal baskets designed specifically to hold TMI-2 canisters. Specifically, the NUHOMS®-12T Dry Shielded Canister (DSC) was modified to include venting of the DSC through High Efficiency Particulate Air (HEPA) grade filters during storage. The vent system allows for release of the hydrogen gas and allows for monitoring and/or purging of the system during operation.

DOE successfully renewed the license for 20 years with an expiration date of March 31, 2039. A renewal to this license will be required prior to this date.

The Contractor shall be responsible for all aspects of management of this onsite facility in accordance with the NRC license and applicable DOE Orders. This includes providing the personnel necessary for implementing and executing this subject scope.

The Contractor shall manage operations, S&M and all aspects of infrastructure. However, physical security, general infrastructure, and utilities will be provided by the INL contractor.

The Contractor shall provide administrative and engineering support to maintain the safety basis (e.g., the FSAR), security and operational processes and procedures. The Contractor shall be responsible for the safe conduct of operations at the ISFSI. The Contractor shall provide deliverables, as defined in the required procedures (see Section J, Attachment J-2, *Contract Deliverables*).

The Contractor shall include in the Interface Agreement with the INL contractor all physical security, facility access, and maintenance and operations for security systems associated with TMI-2 (including but not limited to PIDAS and external lights and security cameras). The Contractor shall be responsible for the oversight of the services provided, to ensure work performance and documentation by the INL contractor under the Interface Agreement is in compliance with the TMI-2 license.

C.7.2.02 Management of the ISFF License

The Contractor shall maintain the ISFF ISFSI license SNM-2512 in accordance with NRC regulations. The Contractor shall provide support including, but not limited to, maintenance of license basis documents in accordance with STI-NLF-PM-029, Licensing Document Change Request and implementation of revisions, if required.

C.7.3 Other DOE Organization-Funded SNF Activity

The scope contained within this section has been developed to meet the needs of other DOE organizations, including but not limited to: Office of Nuclear Energy (NE), the Idaho Branch Office (IBO) of the Naval Nuclear Propulsion Program (NNPP), and the National Nuclear Security Administration (NNSA).

C.7.3.01 Advanced Test Reactor (ATR) SNF receipts

NE generates ATR SNF at the rate of 70-100 elements per year. ATR is an aluminum-clad spent fuel. In addition to its waste management and site cleanup mission, EM is the manager of legacy SNF as defined under the terms of the 1995 Idaho Settlement Agreement (ISA). Legacy SNF is that fuel in inventory at the INL at the time of the 1995 ISA.

The Contractor shall receive annual shipments of ATR SNF for storage in CPP-603 until facility capacity is achieved.

C.7.3.02 Training, Research, Isotopes, General Atomics (TRIGA) Fuel Mining

Due to the unavailability of fresh TRIGA fuel from the licensed European vendor,[3] NE has entered into an agreement with EM to retrieve good quality, low burnup SNF from its inventory in CPP-603 and supply it to selected clientele of NE. The Contractor, within a schedule to be

[3] The vendor is TRIGA International, a joint venture between General Atomics and CERCA, a subsidiary of AREVA of France.

negotiated with the INL contractor, shall make shipments on annual basis to an NE client utilizing the appropriate cask provided by NE.

C.7.3.03 Navy Nuclear Propulsion Program (NNPP) SNF

This scope will be negotiated with the Nuclear Navy Propulsion Program (NNPP) located at the Pittsburgh Naval Reactors Idaho Branch Office as defined in the *Memorandum of Agreement for Naval Spent Fuel Transfer and Disposition*. This agreement defines the subject scope, cost and schedule.

The Contractor shall receive, unload and process NNPP SNF. After the SNF has been suitably prepared/sized, it shall be repackaged, loaded into a Large Cell Cask (LCC), and the LCC shall be placed on a trailer for return to NRF.

C.8.0 FACILITY DECONTAMINATION AND DECOMMISSIONING (D&D)

Facility D&D scope includes the decontamination, decommissioning, and demolition of nuclear, radiological, and industrial buildings and structures located on the INL site. Work may include the D&D of defueled nuclear reactor vessels, nuclear reactor containment buildings, support structures, and ancillary equipment; radioactive and hazardous waste storage, retrieval, exhumation, and processing facilities; chemical and radiochemical laboratories; and uncontaminated industrial and administrative facilities. D&D of contaminated facilities shall be completed as a CERCLA Non Time Critical Removal Action.

C.9.0 PROGRAM MANAGEMENT AND SUPPORT FUNCTIONS

The Contractor shall establish program management, support and general infrastructure activities necessary to safely execute the PWS requirements. When more than one contractor works in a shared workplace, the Contractor shall coordinate with the other contractors to ensure roles, responsibilities, and worker safety and health provisions are clearly delineated. If a reportable incident related to another DOE prime contract (e.g. personnel injury, notice of violation, safety, security, quality, radiological) occurs while doing work at the INL site or FSV, any such incidents will be reported in their respective statistics and will not contribute toward the Contractor statistics nor reflected in the CPARs system or Contractor performance as incentivized in Section B, *Performance Management Incentive*.

C.9.1 Information Management and Technology

C.9.1.01 Information Technology and Cyber Security

The primary goal of this scope of work is to enable the successful execution of the Idaho Cleanup Project (ICP) mission and associated activities by providing effective, efficient, and innovative information management (IM) and information technology (IT) solutions, maintenance of ICP technical data in support of regulatory decision-making, and long-term stewardship. The Contractor shall manage and maintain secure automated information systems,

network and server operations, desktop services, software application development and maintenance and other information technology (IT) support and infrastructure necessary for the ICP mission in accordance with National, Federal, Departmental, and program policies. This includes execution of a hardware and software lifecycle replacement/upgrade plan that ensures IT resources do not become outdated or unsupported across the ICP mission organizations throughout the contract period. The Contractor shall submit a property management system plan under I.180 Government Property.

The Contractor shall implement a Cyber Security Program that ensures adequate protection of DOE's ICP system operations, identifies threats and vulnerabilities, assesses overall risk to systems, provides incident response and system logging and mitigates those risks based on sound cyber security practices and the Risk Management Framework. The Cyber Security Program shall be developed in accordance with current applicable DOE Orders and guidance, National Institute of Standards and Technology (NIST) guidance, and other government regulations. The desired outcome is a program that assures no degradations of performance, disruptions or compromises, including impacts to end users across the INL site by ensuring the confidentiality, integrity and availability of information system components and information based on current related federal laws, requirements, and agency polices. The Contractor shall ensure necessary Federal Information System Management Act (FISMA) systems achieve and maintain a full active Certification and Accreditation (C&A) to support an ongoing Authorization to Operate (ATO) for the life of the systems from the INL site Authorizing Official (AO) pursuant to related regulations. Related program elements shall be implemented and approved via active coordination with the Authorizing Official Designated Representative (AODR). The contractor shall rely on related Federal Information Processing Standards (FIPS) and the appropriate National Institute of Standards and Technology (NIST) special publications and ensure they are adhered to as the leading technical requirements. This includes DOE related directives, regulations, policies, and standards found in Section J, Attachment J-3, *Requirements Sources and Implementing Documents*.

The contractor shall also support and implement applicable current initiatives by the Office of Management and Budget, the Cyber Security and Infrastructure Security Agency (CISA), and applicable Department of Homeland Security (DHS) directives. The Contractor shall implement applicable "binding operational directives" and "emergency directives," which require action on the part of Federal agencies and their contractors to adhere to the Binding Operational Directives (BOD).

The Contractor shall execute this Contract in accordance with OMB Circulars A-11 & A-130, including associated memoranda. The Contractor shall also manage information management and cyber security in accordance with related laws, regulations, requirements, and standards (e.g., 10 Code of Federal Regulations (CFR) 1004 et seq.; 36 CFR Chap. XII Subchapter B et seq; 41 CFR 102 *et seq.;* 6 United States Code (USC) 6 *et seq.;* 29 USC 16, Subchapter V, 794 (d) *et seq.;* 40 USC Subtitle III *et seq.*, related Executive Orders, OMB Circulars and Memorandums). The Contractor shall execute a Cyber Security Program that ensures no degradations of performance and no disruptions or compromises, including impacts to users, by

ensuring the confidentiality, integrity, and availability of cyber security components and information. The Cyber Security Program scope includes protection for any and all Classified Cyber Security program systems and Unclassified Cyber Security environments founded on clear sound technical practices such as the NIST Special Publications. Further the Contractor shall:

- Provide a centralized Cyber Security Program, integrated with other INL site capabilities in support of the ICP missions to include a contractor assurance system, which reports related critical metrics to DOE.
- Collaborate with DOE-HQ, EM Program Office, and the INL contractor to ensure compliance with DOE requirements is maintained and that DOE requirements are implemented consistent with the overall Cyber Security Program supporting the INL Site.
- Notify DOE Cyber Security Officials within 30 minutes of discovery of violations of the acceptable use policy on Government-owned systems. This includes providing a detailed, unredacted, and current accounting of the incident(s) or violation(s) to DOE Cyber Security Officials, including the AODR upon request.
- Collaborate and exchange information with the counterintelligence office as well as the integrated Joint Cybersecurity Coordination Center (iJC3) to facilitate a cooperative risk picture, including but not limited to cyber events, supply chain threats and incident reporting through resolution.
- Appoint an Information Systems Security Manager (ISSM) and subordinate Information Systems Security Officer (ISSO) to conduct the cyber security program.
- Coordinate cyber security matters with the DOE AODR as required and to facilitate resolution of security issues and incident reporting.
- Implement a robust Operational Technology (OT)/Industrial Control Systems (ICS) environment in accordance with NIST 800-82 Rev. 2 that will feed information into the Business Impact Analysis (BIA) process. The contractor shall extend and integrate IT practices, programs, procedures, and requirements (engineering, configuration management, governance, architecture, and cybersecurity) into its OT/ICS. Implement a sound Supply Chain risk management program for information systems based on NIST 800-161.
- Maintain a cyber security program continuous monitoring program to ensure the approved cyber security posture is maintained based on NIST 800-137 and 800-53.
- Maintain current security system plans and risk assessment documentation and provide DOE required system assessments based on NIST 800-53, 800-37 Rev. 2, and 800-30 Rev. 1.

The Contractor shall provide support for DOE IT Strategic Planning, Capital Planning & Investment Control, Enterprise Architecture, and other IT activities required for the Contractor's operation. This includes the Contractor performing and documenting its IT strategic and enterprise architecture plans, portfolio planning and investment control, and management and tracking of IT/Cyber budgets. Capital Planning support personnel shall have a good working

knowledge of Office of Management and Budget (OMB) requirements and best practices for IT Investment Reporting, Application Portfolio Management, Governance (specifying the decision rights and accountability framework to encourage desirable behavior in the use of IT), and Project Management. The Contractor shall perform, at a minimum, the following tasks associated with IT Capital Planning:

- Support the management of information, IT assets and IT investments, including OMB Capital Planning and Investment Control Exhibit investments and reports. These reports are generated monthly, annually, and/or during the OMB Passback, and involves analyzing, collating, and reporting detailed information on the utilization of IT resources (e.g., applications, hardware, software, and labor).

- Coordinate with DOE to facilitate the timely and accurate submission of applicable Capital Planning and Investment Control Exhibits for IT investments in OMB A-11 for monthly and annual reports and data calls.

- Provide analysis and reporting of cost and risk reduction activities (including creating and maintaining guidance) to improve investment performance.

- Provide IT portfolio management support by evaluating and monitoring the portfolio on a continuous basis.

- Support ad hoc portfolio requests in the electronic (FOLIO) system for portfolio analysis and other ad hoc reporting requests.

- Support the information gathering and reporting for data calls in a timely and accurate manner and within the due date specified by the requesting organization.

- Support the Application Portfolio Management process by evaluating the portfolio to increase its efficiency and effectiveness to support stakeholder needs.

- Support the information gathering and reporting for Enterprise Architecture/Strategic Planning data calls from OMB, EM, or Office of the Chief Information Officer (OCIO) in a timely and accurate manner, within the due date specified by the requesting organization and through the local federal DOE-ID.

- Provide a report of accomplishments, activities, issues, and recommendations monthly, or as requested by DOE.

The Contractor shall ensure IT capabilities specifically for desktop services, server operations, network backbone, security appliances and related tools, remote connectivity, and wireless communications (cell, radio, etc.) are available to support the contract missions based on current best business practices to ensure appropriate capabilities are maintained and secured. This also includes necessary telecommunications management, security, planning and control in support of ICP missions.

The contractor shall conduct a robust BIA in order to assess and prioritize business applications and processes supporting information management; identify potential disruptions, legal and regulatory requirements; estimate maximum allowable downtime and acceptable losses; and estimate recovery time objectives to give managers strategic business insight to support decisions about each major program assessed through the BIA. This includes the following:

- Develop, review, and test (annually), a COOP and/or Disaster Recovery Plan based on the BIA. A report of the annual test of the COOP shall be submitted to DOE as requested.

- Develop and electronically publish publicly consumable IT program performance metrics comparable to the externally accessible performance metrics for review and concurrence by DOE for the purposes of transparency.

The Contractor shall establish necessary Memorandums of Understanding (MOUs) and Interconnection Security Agreements between the INL contractor, DOE-ID and DOE HQ for any necessary computing services. Parties will accept the responsibility for adhering to DOE Directives, National Policy and OMB guidance.

The Contractor shall provide DOE access to the Contractor's local systems, applications, and databases as necessary to support DOE's contractor oversight efforts.

C.9.1.01.01 Additional Network Access Guidelines

The Contractor shall provide network capability and may negotiate Network Access with the INL contractor for IT services if located within INL facilities or off-site. If Contractor is located off-site from the INL, the Contractor will incur installation and all related connectivity costs. If Contractor is on-site, the INL contractor provides and maintains basic data service to the existing data jacks within the protected network based on the number and location of connections in service at the time of turnover in accordance with negotiated or established rates. Costs associated with minor moves and relocations within existing ICP facilities may be provided by the INL contractor at established rates.

If the Contractor utilizes the INL Network, the Contractor shall comply with the INL cyber security requirements and processes. The INL contractor may provide some IT-related technical services and associated engineering with any potential negotiated costs to the Contractor. The Contractor shall reimburse the INL contractor for licensing and support costs as applicable via the necessary Interface Agreement. All Contractor equipment connected to the protected INL Intranet shall meet INL computer architecture requirements to ensure continued network integrity.

Services provided by DOE-HQ IT services, such as connectivity to DOENet supporting Entrust will be provided by the INL contractor. The Contractor shall reimburse the INL contractor via the necessary Interface Agreement.

C.9.1.01.02 DMZ Computer Operations

The INL contractor may provide logical "de-militarized zone" (DMZ) space. The Contractor shall follow cyber security rules and change control processes for systems residing in the DMZ as per the referenced requirements. The Contractor shall self-supply network servers or negotiate for services from the INL contractor. The Contractor shall self-supply business management, e-mail, and work control systems, as desired. The Contractor shall provide remote access to allow the Department of Energy access to information, within the scope of this contract, within the Contractor's firewall.

C.9.1.02 Records Management and Document Control

The Contractor shall manage and serve as the Record Custodian for all records (regardless of media) generated/received in the performance of the Contract and those from the NRC License Contractor in accordance with 44 U.S.C. 21; 44 U.S.C. 29; 44 U.S.C. 31; 44 U.S.C. 33; 44 U.S.C. 36; 36 CFR Chapter XII, Subchapter B, *Records Management*; DOE Order 243.1, Records Management Program, applicable NRC requirements (NRC License Contractor records), any other DOE requirements as directed by the CO and an approved Records Management Plan or documented process (see Section J, Attachment J-2, *Contract Deliverables*). This scope also includes maintaining Vendor Data, Correspondence control, Scientific and Technical Information (STI), and Technical Library Subscriptions.

C.9.1.02.01 Electronic Records (including emails)

The Contractor shall develop and implement records management controls to ensure that the identification, maintenance and disposition of all records (regardless of media), including electronic email and records turned over by the NRC License contractor, are managed utilizing an Electronic Records Management System (ERMS) in accordance with Federal and DOE requirements and guidelines for all records, including historical and subcontractor records.

The Contractor shall develop and implement a process to ensure electronic records submitted to Records Management have been scanned to meet National Archives and Records Administration (NARA) requirements. All records (regardless of media) must be scheduled, arranged, and cutoff by collections (e.g., case file, project, chronologically, numerically, alphabetically, etc.) for proper disposition in accordance with the NARA-approved DOE Records Control Schedules.

C.9.1.02.02 Audiovisual Records

The Contractor shall ensure the creation, maintenance, and storage of audiovisual records are in accordance with 36 CFR 1235.42, 36 CFR 1237, and up-to-date NARA requirements/guidance.

C.9.1.02.03 Essential (formerly Vital Records Program) Records Program

The Contractor shall develop and implement an essential records program and maintain an up-to-date essential records inventory in accordance with 36 CFR § 1223, Managing Vital Records, and DOE Order 243.1, Records Management Program.

C.9.1.02.04 Records Ownership

Except for those defined as Contractor-owned (in accordance with DEAR 970.5204-3, "Access to and Ownership of Records," see Section I), all records (see 44 U.S.C. 3301, Definition of Records, for the statutory definition of a record) acquired or generated by the Contractor (and subcontractors) in the performance of this Contract including, but not limited to, records from a predecessor contractor (if applicable) and records described by the Contract as being maintained in Section H.24 *Privacy Act Systems of Records,* shall be the property of the Government.

C.9.1.02.05 Creation/Receipt

The Contractor shall develop and implement recordkeeping requirements that reflect adequate and proper documentation of all Contractor (and subcontractor) records generated/received (regardless of media) in the performance of the contract, as well as those created/received by the NRC License Contractor as required by Federal regulations found in 36 CFR, Chapter XII, Subchapter B, *Records Management*.

C.9.1.02.06 Electronic Information Systems

The Contractor shall manage records contained in electronic information systems by incorporating recordkeeping controls into the system or export the records into the ERMS in accordance with 36 CFR Part 1236, Electronic Records Management. The Contractor must design and implement migration strategies to counteract hardware and software dependencies of electronic records whenever the records must be maintained and used beyond the life of the information system in which the records are originally created and captured. The Contractor shall provide a list of all Electronic Information Systems to DOE annually utilizing the format provided by DOE (see Section J, Attachment J-2, *Contract Deliverables*).

C.9.1.02.07 Inventory and File Plan

The Contractor shall develop and maintain up-to-date records inventories, file plans and systems that provide for the identification, location, arrangement, assignment of disposition authority and retrieval of all categories (record series) of records created and received in performance of this contract and those by the Contractor (see Section J, Attachment J-2, *Contract Deliverables*).

C.9.1.02.08 Maintenance

The Contractor shall ensure the proper arrangement, disposition authority assignment and maintenance/preservation of all records created and received in performance of this contract.

C.9.1.02.09 Quality Assurance Records

The Contractor shall ensure records identified as Quality Assurance records under American National Standards Institute (ANSI)/American Society of Mechanical Engineers (ASME) National Quality assurance (NQA)-1 are categorized (lifetime/non-permanent); managed in accordance with NQA-1 and 36 CFR Chapter XII, Subchapter B; and maintained for traceability to the applicable item, activity or facility.

C.9.1.02.10 Privacy Act Records

The Contractor shall ensure records that contain personal information retrieved by name, or another personal identifier, are maintained in Privacy Act Systems of Records, in accordance with FAR 52.224-2, Privacy Act, and DOE Order 206.1, *DOE Privacy Program*.

C.9.1.02.11 Classified Records

The Contractor shall protect and handle classified information and critical information in accordance with applicable laws, regulations, policies, and directives. Classified documents may be processed electronically so long as the computer systems meet all classified security requirements. Until the required computer systems are available to copy, log, process, transmit, and/or store classified documents, they shall be processed as hard copy. See Section C.9.2.02, *Safeguards and Security*.

C.9.1.02.12 Records Requests

The Contractor shall respond to National Archives and Records Administration (NARA) data calls and DOE requested information for the Freedom of Information Act (FOIA), the Privacy Act, the former worker medical screening program, the Chronic Beryllium Disease Prevention Program, congressional inquiries, legal discoveries and other record requests by completing the proper searches and providing responsive documents.

The Contractor shall respond to Energy Employee Occupational Compensation Act (EEOICPA) requests by performing the proper searches and providing responsive documents to the INL contractor within the required response times. The Contractor shall track the activities under EEOICPA and submit monthly financial reports to the INL contractor. The Contractor shall respond to any other inquiries and perform special projects as required by EEOICPA.

C.9.1.02.13 Records Disposition

The Contractor shall document its disposition process, which shall include processing of all the transfer of records to storage (e.g., on-site, FRC, NARA) and the retention and destruction process for records and record information content. The Contractor shall disposition all records, including historical and those transferred from the NRC License Contractor, in accordance with NARA-approved DOE Records Disposition Control Schedules and applicable federal laws and regulations. Disposition activities include digitizing, maintenance, approval and disposal of temporary and permanent records into ERMS and transferring records to a Federal Records Center (FRC) or NARA. Disposition activities include scanning to electronic media (permanent records), transferring of paper records to a Federal Records Center (FRC), maintaining electronically in an ERMS and/or destroying once retention has been met and proper approvals obtained.

C.9.1.02.14 Document Control

The Contractor shall develop, implement and maintain sound document control systems and processes to ensure efficient tracking, retrieval, revision control and distribution of documents, including drawings.

C.9.1.02.15 Records Storage Program

The Contractor shall provide Physical Records Management at the INL Site Record Center (IF-663) for DOE-ID and DOE-ID contractors, which includes maintaining a compliant program and facility that meets applicable federal laws and regulations ensuring applicable storage, receipt, retrieval, dispositioning (including holds and destruction), reporting, transferring, and migration (for applicable media) of the federal records within the facility. This includes timely and compliant reviews of boxes transferred into the facility; retrieval of records stored in the facility; reports of records which have met retention for destruction or transfer to a Federal Records Center or the National Archives and Records Administration.

NOTE: The upcoming changes from the NARA memo M-19-21 may affect the storage and management of the physical records. https://www.whitehouse.gov/wp-content/uploads/2019/06/M-19-21.pdfThe Contractor shall operate and maintain electronic records storage.

C.9.2 General Management and Administration Services

C.9.2.01 Project Management/Support/Administration

The Contractor shall perform Project Management support and administration in accordance with Section H.17 clause *Earned Value Management System.*

This scope shall also include the following internal Contractor activities as necessary to successfully execute the contract: Idaho Falls Office Space, Employee Concerns, Internal Audit, Communications, General Counsel/Legal, Project Planning and Integration, Project Controls, Project Management, Finance and Accounting, Payroll and Benefits, Human Resources, Procurement, Labor Relations, Subcontracting, Materials Receiving and Distribution, Liability Insurance Programs, insurance premiums, etc.

The following items C.9.1.2.01.01 through C.9.8 are necessary within the Project Management element of the Master IDIQ PWS.

C.9.2.01.01 Project Support Performance Requirements

The following sections define the programs that must exist to safely and effectively perform the cleanup mission at the ICP and related facilities. The requirements and associated implementing instructions established under these programs shall be applied to all work within the PWS.

Project Management

Successful execution of the project management work scope will ensure cost and schedule efficiency while minimizing programmatic risks. The Contractor shall ensure that project management practices are used in the performance of work, including the development of project management plans, baselines, disciplined change control processes and service level agreements.

The Contractor shall prepare and submit for DOE approval a Project Management Plan (PMP) consistent with the requirements in DOE Order 413.3, *Program and Project Management for the Acquisition of Capital Assets*. The capital asset projects do not need to be standalone project management plans and instead may be an appendix to the PMP.

The Contractor shall provide all management and technical information to:

(1) Meet the requirements of DOE Order 413.3, when applicable.

(2) Support the budget formulation activities including, but not limited to, emerging work items list; budget formulation input (including Integrated Priority List); the fall

limited budget update submission; budget scenario development; and budget presentations (such as public and regulatory briefings, etc.).

(3) Meet the data requirements of the DOE Integrated Planning, Accountability, and Budgeting System (IPABS) and the Project Assessment and Reporting System (PARS II). Data for all scope authorized by Task Orders, including operations activities and capital projects less than $50M or prior to CD-2, shall be uploaded into PARS II in accordance with the "Contractor Project Performance Upload Requirements" document maintained by the DOE Office of Project Management.

(4) Ensure transparency in project performance and efficiency in project execution.

(5) Support audits, evaluations, and external technical reviews.

(6) Support other DOE project performance assessments and information needs.

All project management information developed under this Contract shall be accessible electronically by DOE. The desired outcome is a predictable and consistent Contractor performance aligned to customer needs conducted within annual and multi-year baselines.

Project Integration and Control and Earned Value Management

The Contractor shall provide an Earned Value Management System Description (EVMSD) that complies with the requirements of Section H.17 clause *Earned Value Management System*, the Electronic Industries Alliance EIA-748 Earned Value Management System Acceptance Guide and EIA-748 Earned Value Management Intent Guide, and DOE Order 413.3.

The EVMSD shall describe the management processes and controls that shall be used to implement a compliant Earned Value Management System (EVMS), manage and control work, and complete Contract requirements.

The EVMSD shall include:

(1) The baseline development process and the hierarchy of documents that shall be used to describe and maintain the Performance Measurement Baseline (PMB);

(2) Identification of the systems, tools and software and integration of these systems with the Work Breakdown Structure (WBS) and accounting systems and data;

(3) The process the Contractor intends to use for earned value management, configuration control, interface control, and document control;

(4) The Contractor's Project Baseline Change Control Process;

(5) The Contractor's process for handling changes that are only impacts to costs and not identified as a schedule impact;

(6) The Organizational Breakdown Structure, including roles and responsibilities of each major organization and identification of key management personnel; and

(7) A list of project software the Contractor proposes to use for project control.

The Contractor shall comply with the requirements of the Section H.17 Clause, DOE-H-2024, *Earned Value Management System*, and, if required, have the EVMS evaluated against the EIA-748 standard by a qualified, independent, third party selected by the DOE Office of Project Management (DOE-PM). Upon completion of the evaluation and closure of all corrective actions, DOE-PM will certify the Contractor's EVMS as compliant with the EIA-748 standard. Subsequent to the initial evaluation and certification, DOE-PM may at any time require the Contractor to repeat the evaluation and certification process. The Contractor shall provide all necessary support to conduct the initial and any subsequent evaluations and closure of all corrective actions.

The Contractor shall also flow down EVMS requirements in accordance with the Section H.17, DOE-H-2024, *Earned Value Management System*.

Performance Measurement Baseline

The PMB shall be an integrated and traceable technical scope, schedule, and cost execution baseline that encompasses all activities to execute the requirements of this Contract; informs and is integrated with other site contractors' life-cycle scope, schedule and cost baseline, as applicable, and enables safe, effective and efficient advancement and completion of the site mission.

The PMB shall include the following:

(1) Technical Scope. The following baseline documents shall be viewed collectively as the technical scope for the cost/schedule control system:

a) Contract PWS and other sections that define work scope and requirements;

b) Waste site and facility lists;

c) Approved interface agreements; and

d) WBS Dictionary Sheets (the WBS submittal shall include a data column which cross references the WBS elements at the lowest level to the appropriate Contract Line Item Number [CLIN]).

The PMB shall comply with the following requirements:

(1) The WBS shall encompass all activities required in this Contract and provide the basis for all project control system components, including:

a) Estimating;

b) Scheduling;

c) Budgeting; and

d) Project performance reporting (as required under this contract).

(2) Control accounts within the WBS shall be identified; and

(3) The baseline and management thereof shall comply with EIA-748 Earned Value Management Systems and DOE Order 413.3.

The schedule shall:

(1) Include all significant external interfaces, regulatory and Defense Nuclear Facilities Safety Board commitments, and Government-Furnished Services and Information (GFS/I) dependencies.

(2) Be an activity-based, resource-loaded, logical network-based and integrated plan that correlates to the WBS and is vertically traceable to the EVMS control accounts and aligns with the Contractor's field schedules.

(3) Include an earned value method at the activity level and be capable of summarizing from control accounts to higher WBS levels.

(4) Include any additional working level schedules deemed necessary by the Contractor, integrated with the PMB, and be able to provide earned value reporting in compliance with EIA-748.

(5) Include the PMB cost estimate with the project resource plans, detailed resource estimates, basis of estimates, budgetary requirements, and identification of direct costs, indirect costs, management reserve, and fee.

(6) Include the method used to determine earned value for each control account.

(7) Include an update to the Enterprise Project Structure Node of the DOE Primavera P6 (P6) Schedule Database with the Primavera XER files for the baseline and current performance schedules.

The PMB shall be accessible to DOE at any time through access to electronic software and native data files through the incumbent's Project Control Reporting System (PCRS) and be logically tied, driven and integrated with:

(1) Financial system(s) for consistency and accurate reporting of information with traceability to budget and reporting requirements.

(2) DOE, congressional, regulatory, and external commitments.

(3) Performance milestones, including contract performance incentives and other performance measures established by DOE.

Performance Measurement Baseline Submittals

The Contractor shall develop and submit an initial PMB that is representative of the initial Task Order scopes of work. Subsequent updates to the PMB will occur as each Task Order is negotiated and awarded and implemented into the PMB. These proposed PMB updates, for additional Task Order work only, will be submitted as part of the Task Ordering Process to the CO, for DOE and Contractor negotiation, and DOE approval as part of the Contractor's Task Order Proposals. The Contractor shall comply with the requirements of Section H.51, *Task Ordering Procedure*. The Contractor shall also follow its EVMSD requirements for baseline change control processes.

The Contractor shall provide the WBS, WBS dictionary data, and basis of estimate data in either Microsoft Word© or Microsoft Access© format. Cost data shall be provided in Microsoft Access© or Excel© format and the schedule shall be provided utilizing the current version of Primavera Systems, Inc., Enterprise for Construction© software unless agreed to otherwise by DOE.

The Contractor shall provide additional data that may be required by the DOE for development of the site-wide life-cycle baseline and DOE Integrated Master Plan (IMP).

The Contractor shall support DOE External Independent Review and Energy Systems Acquisition Advisory Board (ESAAB) review of the initial submittal of the PMB and follow-on reviews of annual updates.

The Contractor shall prepare Fiscal Year Work Plans (FYWP) that include narrative descriptions of the upcoming fiscal year, monthly spend plans and monthly metrics expected to be achieved. These FYWPs shall be provided for DOE review for the upcoming fiscal year by August 31.

C.9.2.01.02 Project Performance Reporting

The Contractor shall provide DOE with the necessary project performance information to support budget planning and execution; project planning and execution; project performance reporting, audit and evaluation; and other DOE performance assessment and information needs. Performance reporting should be made available through the incumbent's PCRS system.

Monthly Performance Report

The Contractor shall submit and transmit to DOE a Monthly Performance Report no later than the 15th of each calendar month representing the prior month's performance.

The Monthly Performance Report shall include a summary of overall contract performance and a separate report for each of the major work scopes and projects at the PBS level.

The summary of overall contract performance shall include:

(1) Key accomplishments

a) Major issues including actions required by the Contractor and DOE;

b) Analysis of funds expenditure, with projections for the Project by Fiscal Year and life of the Contract;

c) Technical scope, schedule, and cost variance analysis; including implications to near term and long-term milestones and deliverables at risk of being missed;

d) Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions; and

e) Information on any safety or quality matters that emerged or persisted during the reporting month.

Each of the major project reports shall include:

(1) Project manager's narrative assessment including:

a) Significant accomplishments and progress towards completion of project goals and objectives

(A) Key risks and challenges; and

(B) Evaluation of safety performance (including Integrated Safety Management Systems [ISMS] metrics and all recordable injuries, lost-time injuries, and near misses).

(2) Business structure information to demonstrate ongoing compliance with the requirements of the Section H.52 clause entitled, *Subcontracted Work*;

(3) Project Baseline Performance including:

a) EVMS information using the following Office of Management and Budget (OMB) Contract Performance Report formats (DID-MGMT-81466);

b) Format 1, DD Form 2734/1, Mar 05, Work Breakdown Structure;

c) Format 2, DD Form 2734/2, Mar 05, Organizational Categories;

d) Format 3, DD Form 2734/3, Mar 05, Baseline;

e) Format 4, DD Form 2734/4, Mar 05, Staffing; and

f) Format 5, DD Form 2734/5, Mar 05, Explanations and Problem Analysis.

(4) The Monthly Contract Performance Reports shall be provided in the format forms referenced in Integrated Program Management Report (IPMR) Data Item Description (DID) DI-MGMT-81861 unless the Contract specifies otherwise;

(5) Contract Funds Status Report (CFSR) shall be provided in accordance with Data Item Description, DI-MGMT-81468, CFSR, or equivalent;

(6) Baseline schedule status, which reflects progress against the baseline and includes critical path analysis, performance trends, variance discussion(s), and potential issues related to milestones;

(7) Contract ETCs and EACs,

(8) A change control section that summarizes the scope, technical, cost, and/or schedule impacts resulting from any implemented actions; and that discusses any known or pending baseline changes and utilization of management reserve;

(9) Project risk assessment, including identification of critical risks, actions planned, and actions taken to address those risks, potential problems, impacts, and alternative courses of action, including quality issues, staffing issues, assessment of the effectiveness of actions taken previously for significant issues, or the monitoring results of recovery plan implementation;

(10) The project risk assessment shall also identify the engineering and technology to reduce the risk and uncertainty with the project; and

(11) Actions required by DOE, including GFS/I and DOE decisions.

Project Review Meetings

The Contractor shall participate in a monthly contract/project review and be prepared to address any of the information in the monthly report and other information as requested by DOE. A weekly contract or project status meeting shall be conducted at DOE's request to provide interim updates and address issues.

C.9.2.01.03 Cost Estimating

Cost estimates shall be credible, well documented, accurate, and comprehensive.

Contractor developed cost estimates form the basis of the cost baseline of the PMB and are important when evaluating proposed Contract changes. DOE uses these cost estimates for budget formulation, Contract change management, cleanup program planning, establishing a database of estimated and actual costs, and performance

measurement. The Contractor shall prepare cost estimates in accordance with the requirements in Section H.16, *Cost Estimating* and Section H.51, *Task Ordering Procedure* of this Contract and using *The Twelve Steps of High-Quality Cost Estimating Process* identified by the Government Accountability Office (GAO) in GAO-09-3SP, *GAO Cost Estimating and Assessment Guide*, for all priced Contract actions exceeding the simplified acquisition threshold.

C.9.2.01.04 Scheduling

The Contractor shall support DOE in the development and maintenance of a DOE Integrated Master Plan (IMP) upon DOE HQ development of a standardized coding structure. The Contractors PMB and Integrated Master Schedule (IMS) shall utilize any DOE provided coding structure to integrate the Contractor's activities and capital asset projects into the DOE Program Integrated Master Plan (IMP). The IMS integrates the operations activities, capital asset projects, and other activities managed by the Contractor into one schedule. DOE will use the individual Contractor IMS from the Contractor and other site contractors to construct the IMP.

The Contractor shall develop the IMS in accordance with the National Defense Industrial Association's *Planning & Scheduling Excellence Guide* (v3.0), and EIA748 Guidelines. The Contractor's IMS shall be resource loaded.

C.9.2.01.05 Risk Management

Successful execution of the site cleanup mission requires an integrated risk management program where crosscutting risks and mitigation actions are identified, communicated, and coordinated with DOE and other site contractors. The conduct of risk management shall result in risk informed prioritization of program, project and infrastructure investments that facilitate successful project execution and program management.

The Contractor shall implement a risk management program in compliance with DOE Order 413.3 and DOE policy *Requirements for Management of the Office of Environmental Management's Cleanup Program*. The Contractor shall also incorporate the principles of DOE Guide 413.3-7, *Risk Management Guide*, and GAO-09-3SP in its risk management process.

The Contractor shall submit a Risk Management Plan (RMP) to DOE for approval. The capital asset projects do not need to have standalone risk management plans and instead, may be as an appendix to the RMP. The plan shall identify the processes and procedures that will be implemented to address risk identification, qualitative risk assessment, quantitative risk analysis, risk handling, schedule risk analysis, risk monitoring and reporting and calculating the recommended management reserve and schedule reserve required for adequate management of Contractor-controlled risk.

The Contractor shall communicate its risk analysis pertaining to crosscutting decisions to DOE and other site contractors, including agreement as to who shall be the lead for managing each risk. These crosscutting impacts shall be quantified in terms of probability, cost, and schedule impact to the overall site cleanup mission where possible.

C.9.2.02 Safeguards and Security

C.9.2.02.01 Safeguards and Security at the INL Site

Safeguard and Security (S&S) site services will be provided as a mandatory service by the INL contractor in accordance with Section J, Attachment J-4, *List of INL Mandatory and Optional Site Services* throughout the contract period of performance. The level of S&S services provided by the INL contractor at the INL site will be consistent with the requirements approved by the Officially Designated Federal Security Authority (ODFSA) and in accordance with the INL Site Security Plan. The Contractor shall coordinate with the INL contractor to adopt and be in compliance with the INL Site Security Plan by the end of contract transition.

In conjunction with the S&S provided by the INL contractor, the Contractor shall establish a process to verify the resources, materials, and programs are provided at the appropriate levels of protection against unauthorized access, theft, diversion, loss of custody of accountable nuclear material, espionage, loss or theft of classified matter, loss or theft of Government property, and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE and Contractor employees, the public, or the environment. This applies to buildings and areas for which the Contractor is responsible.

The Contractor shall implement additional Safeguard and Security activities at the INL site, which includes but is not limited to the following:

(a) Program Management: The Contractor maintains personnel and resources for safeguards and security. The Contractor shall ensure its security assets and activities comply with the INL Site Security Plan.

(b) Foreign National Visits/Assignments (through INL contractor system): Foreign National Visits/Assignments are initiated by the Contractor through the Foreign Access Central Tracking System (IFACTS) database. The INL contractor provides foreign national visit and assignment security support to the Contractor.

(c) Information Security Oversight: The Contractor shall ensure all documents are reviewed and approved for public release. The Contractor is responsible to ensure all internal documents are reviewed for classification as necessary. The INL contractor provides classification services to the Contractor.

(d) Classified Matter Protection and Control (CMPC):

(1) The INL contractor provides CMPC training to the Contractor as required.
(2) The Contractor shall ensure that all personnel handling classified matter receive required training.
(3) The Contractor shall develop and implement appropriate systems for protection of classified matter.

(e) Security Incidents/Inquiries: The Contractor shall conduct initial assessments of security incidents and make final determinations regarding security infractions to Contractor personnel. The INL contractor conducts all formal security incident inquires and develops reports for submittal to DOE.

(f) Physical Security: The Contractor shall ensure services provided by the INL contractor at the INL site meet applicable DOE and NRC license requirements and inform both the INL contractor and the CO of changes in needed services and issues with the services provided.

(g) Security Systems (locks-keys/alarms/access controls, classified storage areas, badge readers): The Contractor shall be responsible for all locks and keys. The Contractor shall be responsible for new alarms, cameras, and access control equipment for new projects. The INL contractor provides scheduled maintenance, alarm testing, and system upgrades.

(h) Operations Security (OPSEC): The Contractor shall provide appropriate project personnel to support its own OPSEC program and participate as a member of the INL site wide OPSEC working group. The Contractor shall conduct OPSEC reviews of projects and facilities as required by DOE orders referenced herein. The INL contractor manages the INL site-wide OPSEC program.

(i) Classification/Declassification/Unclassified Controlled Information: The Contractor shall nominate personnel and maintain Derivative Classifiers (DCs) as necessary to support operational programs in coordination with the INL classification office. The INL classification program provides training and classification services to the Contractor. The Contractor shall provide appropriate DCs for the NRC License requirements as necessary to support operational programs and responsible to the Classification Officer for the Idaho Environmental Management Nuclear Regulatory Commission Licensed Facilities.

(j) Nuclear Material Control and Accountability (NMC&A): The Contractor shall maintain a Nuclear Material Representative (NMR) and appoint Material Balance Area Custodians (MBACs) as necessary. The INL contractor provides all necessary training to the Contractor MBACs, conducts nuclear material inventories, and maintains nuclear material inventory records of nuclear materials and core NMC&A project support.

(k) Facility Data Approval Record & Contract Security Classification Specification (FDAR/CSCS): The Contractor shall perform all FDAR/CSCS requirements.

(l) Foreign Ownership, Control, or Influence (FOCI) processing: The Contractor shall maintain compliance with all FOCI requirements as necessary.

(m) Visitor Control/Vehicle Access: The Contractor shall utilize the INL site-wide visitor access control process and comply with vehicle access controls. The INL contractor provides visitor controls services to the Contractor.

(n) Personnel Security: The Contractor shall be responsible for pre-employment background investigation for all new hire and subcontractor personnel. Individuals that require a clearance are subject to an Office of Personnel Management (OPM) background investigation. The INL contractor provides personnel security services to the Contractor.

The Contractor shall promptly prepare and submit applications for security clearances, for adjudication by DOE-ID, to ensure adequate cleared personnel are available for the successful completion of all contract requirements.

(o) Coordination and liaison with DOE security organizations and DOE contractor security organizations, including the protective force of the INL contractor: The Contractor shall coordinate security service requests with the INL contractor for the INL site and shall ensure appropriate coordination and liaison with the DOE security organizations. The Contractor shall coordinate with the INL protective force for non-routine activities (e.g. security support for road outages, construction security escorts, on-site transportation security escorts, involuntary separations, increased security checks, and other requests as deemed necessary by the Contractor).

(p) Access Authorization and Badging: The Contractor shall be responsible for pre employment background investigation for all new hire and subcontractor personnel. Individuals that require a clearance are subject to an Office of Personnel Management (OPM) background investigation. The Contractor shall promptly prepare and submit applications for security clearances for adjudication to the DOE personnel security office identified by the DOE Licensee to ensure adequate cleared personnel are available for the successful completion of all contract requirements. The Contractor shall comply with DOE Order 206.2, Identity, Credential, and Access Management (ICAM). The Contractor shall coordinate with the INL contractor and/or other DOE office(s) as approved by the DOE Licensee to issue Homeland Security Presidential Directive (HSPD) 12 badge credentials for all qualified personnel assigned to FSV. This includes cleared and uncleared personnel, and the implementation of the necessary capabilities to provide access to Federal facilities or systems.

C.9.2.02.02 Safeguards and Security at the FSV site

Physical security services will be provided by the FSV Physical Security Services contractor in accordance with the NRC license requirements. The Contractor shall develop an interface agreement with the FSV Physical Security Services contractor, and submit to DOE for approval, in accordance with Section J, Attachment J-2, *List of*

Contract Deliverables. The interface agreement shall identify immediate notification responsibilities to the NRC and the DOE licensee and shall provide for immediate availability to initiate service requests for all security systems deficiencies or inoperability.

At the FSV facility specifically, the Contractor, in conjunction with the FSV Physical Security Services contractor shall review the NRC license requirements and implement a physical protection program in accordance with the DOE Licensee requirements, NRC license and the FSV physical security plans. This includes:

(a) maintaining at all times, the minimum number of required armed/unarmed posted security police officers (SPO), management and support staff;

(b) ensuring alarm stations are continuously manned by qualified SPOs;

(c) verifying that required security systems, access controls, barriers, lighting, communication equipment, armament and tactical equipment are, at all times, maintained in operable working condition and capable of performing their intended function;

(d) implementing security processes and procedures in accordance with applicable NRC requirements and the FSV security plans;

(e) maintaining an effective corrective action program, designed for timely resolution of deficiencies or inoperable equipment, and to track and trend performance and compliance issues and associated triggers for notification to the DOE licensee;

(f) for facilities at FSV not subject to NRC requirements, the Contractor shall coordinate with the DOE licensee and implement the Department of Homeland Security, Interagency Security Committee standards to protect personnel, facilities, information, information systems, and operations; and

(g) for facilities at FSV that produce, receive, store, and or destroy classified information and or information subject to NRC cognizant, the requirements from Intelligence Community Directives (ICD) and NRC requirements shall be used to ensure design and protection requirements.

The Contractor shall ensure that annual assessments, training, and exercises are conducted in accordance with DOE Licensee requirements and the NRC license and inspection procedures. The Contractor shall not conduct surveys and/or assessments not designed to meet NRC requirements.

The Contractor shall be responsible for timely repairs, maintenance or upgrades to security systems and components in accordance with NRC requirements and the FSV security plans.

The Contractor shall coordinate with the FSV Physical Security Services contractor to adopt the FSV Physical Protection Plan (PPP) in accordance with Section J, Attachment J-2, *List of Contract Deliverables*.

The following list includes, but is not limited to, additional protection activities that the Contractor is responsible for implementing at the FSV site:

(a) Program Management: The Contractor shall maintain appropriately trained and qualified personnel and sufficient resources for safeguards and security operations and management. The Contractor shall comply with the requirements of the NRC License and is responsible for all updates to PPP and security operations and management in coordination with the FSV Physical Security Services Contractor.

(b) Information Security Oversight: Contractor shall ensure all documents are reviewed and approved for public release. The Contractor shall ensure all internal documents are reviewed for classification to comply with NRC License requirements for management of controlled unclassified and classified information, including access, receipt, transmission, storage, destruction, and retention.

(c) Classification/Declassification/Unclassified Controlled Information: The Contractor shall appoint a classification point of contact for all categories of information required of the NRC license and applicable NRC requirements. The Contractor shall provide classification services in coordination with the DOE-ID NRC Licensed Facilities Classification Officer. The Contractor shall provide personnel and maintain adequate Derivative Classifiers (DCs) and Derivative De-Classifiers (DDs) as necessary to support operational programs. The Contractor shall manage the NRC License requirements for DC/DD and is responsible to the Classification Officer for the Idaho Environmental Management Nuclear Regulatory Commission Licensed Facilities. For public release request, the Contractor shall coordinate with the DOE Licensee and ensure that prior to release, documents are reviewed and approved by appropriately trained and qualified personnel with authority for public release.

(d) Classified Matter Protection and Control (CMPC):

(1) The Contractor shall ensure CMPC training is provided as required by the NRC license.
(2) The Contractor shall ensure that all personnel handling classified matter receive required training.
(3) The Contractor shall develop and implement appropriate systems for protection of classified matter.

(e) Security Incidents/Inquiries: The Contractor shall follow NRC license requirements to conduct initial assessments of security incidents and make final determinations regarding security infractions of personnel assigned under NRC requirements at

FSV. The Contractor shall manage an Incidents of Security Concerns program and comply with NRC license reporting requirements.

(f) Physical Security Barriers and Equipment: The Contractor shall ensure that all barriers are periodically inspected, and supporting processes are in place to operate barriers as appropriated services provided by the FSV Physical Security Services contractor meets applicable NRC requirements.

(g) Patrols, Surveillance, and Response Plans: The Contractor shall develop plans for patrols, surveillance and response in accordance with the NRC requirements, and must ensure that that all personnel that perform or implement patrols, surveillance, and response plans are trained, qualified, and knowledgeable in implementation prior to performing work.

(h) Access Controls and Security Systems: The Contractor shall be responsible for establishing a visitor's management system that meets NRC requirements. The Contractor shall control all locks, keys, combinations and access credentials according to the FSV security plan and NRC requirements. The Contractor shall be responsible for alarms, cameras, and access control equipment and/or new projects. The Contractor shall be responsible for managing all system maintenance and alarm testing. The Contractor shall be immediately available to initiate service requests for all security systems.

(i) Operations Security (OPSEC): The Contractor shall provide appropriate project personnel to support an OPSEC program. The Contractor shall provide appropriate project personnel to support NRC License requirements of the OPSEC Program and reporting.

(j) Nuclear Material Control and Accountability (NMC&A): The Contractor shall maintain a Nuclear Material Representative (NMR) and appoint Material Balance Area Custodians (MBACs) as necessary.

(k) Facility Data Approval Record & Contract Security Classification Specification (FDAR/CSCS): The Contractor shall perform all FDAR/CSCS requirements.

(l) Foreign Ownership, Control, or Influence (FOCI) processing: The Contractor shall maintain compliance with all FOCI requirements as necessary.

(m) Coordination and liaison with DOE security organizations: The Contractor shall coordinate security service requests with the DOE security organization. The Contractor shall ensure services provided to the FSV Physical Security Services contractor meet applicable NRC requirements. The Contractor shall coordinate with the FSV Physical Security Services contractor for non-routine activities (e.g., construction security escorts, involuntary separations, increased security checks, and other requests as deemed necessary by the DOE).

(n) Access Authorization and Badging: The Contractor shall be responsible for pre-employment background investigation for all new hire and subcontractor personnel. Individuals that require a clearance are subject to an Office of Personnel Management (OPM) background investigation. Uncleared personnel shall follow NRC requirements for access to nuclear facilities. The Contractor shall promptly prepare and submit applications for security clearances for adjudication to the DOE personnel security office identified by the DOE Licensee to ensure adequate cleared personnel are available for the successful completion of all contract requirements. The Contractor shall comply with DOE Order 206.2, Identity, Credential, and Access Management (ICAM). The Contractor shall coordinate with the INL contractor and/or other DOE office(s) as approved by the DOE Licensee to issue Homeland Security Presidential Directive (HSPD)-12 badge credentials for all qualified personnel assigned to FSV. This includes cleared and uncleared personnel, and the implementation of the necessary capabilities to provide access to Federal facilities or systems.

C.9.2.03 Property Management

The Contractor shall manage all government property utilized under this contract. As of the end of contract transition the Contractor shall accept the transfer of and accountability for government property and equipment, including special nuclear material. This requirement includes government property in the possession or control of subcontractors. The Contractor shall establish and maintain a Personal Property Management System (PPMS) in accordance with Section I. 180(FAR) 52.245-1 *Government Property*, 41 CFR Chapter 102 *Federal Management Regulation*, and 41 CFR Chapter 109 *Department of Energy Property Management Regulations* to manage Government property in its possession. The Contractor PPMS shall be submitted to DOE for review and approval in accordance with Section J, Attachment J-2, *List of Contract Deliverables*. All Government Furnished Property (GFP) under this contract is furnished on an "as is/ where is" basis. The Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be the Contractor's responsibility.

Property shall be managed using a graded approach based on risk and cost. All property that has an acquisition value of $10,000 or more shall be managed as accountable property. In addition, all property that is capitalized or categorized as sensitive and/or high risk in accordance with 41 CFR 109 shall be managed as accountable personal property. Other property may also warrant management as accountable based on cost and risk of loss. Property not managed as accountable shall be controlled administratively. These controls shall be described in the approved PPMS.

The Contractor shall coordinate with the INL contractor to identify new acquisitions (both capitalized equipment purchases and construction projects) to financially capitalize the property. The Contractor shall identify equipment and facilities that are disposed of to ensure timely financial write-off the assets balance in the INL contractor accounting records.

The Contractor shall disposition personal property in accordance with the Contractor's approved PPMS, regulations referenced in the first paragraph of this section and applicable export control regulations. The contractor's PPMS shall include a separation of duties to ensure that records management is performed by different personnel than those who acquire, receive, inventory, and/or perform end of life disposition of property. All accountable property record retirements shall be reported to the CO or designated Organization Property Management Officer (OPMO) on a frequency approved by the CO or OPMO. Lost, Damaged or Destroyed Reports (LDDR) must be submitted to the OPMO (or CO in absence of OPMO) for any lost, damaged or destroyed item of property with an original acquisition value of $500 or more.

The Contractor shall disposition classified equipment and material in accordance with the requirements of regulations referenced in the first paragraph of this section as well as other applicable regulations and DOE guidance relating specifically to classified property.

The Contractor shall identify, control, and disposition high-risk property in accordance with 41 CFR 109 and FAR 52.245-1. The Contractor shall identify, control, and disposition Automatic Data Processing Equipment in accordance with 41 CFR 109, FAR 52.245-1 and DOE Order 205.1C, Department of Energy Cyber Security Program. The Contractor shall disposition nuclear-related or proliferation sensitive property in accordance with the requirements of 41 CFR 109 and FAR 52.245-1 and other applicable regulations to include, but not limited to, those published by the NRC, US Department of State and US Department of Commerce.

The Contractor shall develop and maintain a program for the acquisition, maintenance, and operation of equipment. The program shall comply with any and all applicable federal laws and regulations, state and local laws, and property management requirements. Government owned motorized and specialized equipment shall be maintained in accordance with standards and programs published and recommended by the Original Equipment Manufacturer (OEM). If the OEM does not have a recommended maintenance program, then best commercial practices will be used. Current DOE procedures shall be followed when ordering replacement vehicles or requesting additional vehicles. Fleet reporting requirements shall be completed in accordance with DOE directed suspense dates. Records of maintenance should be kept in a manner that is complete, accurate and timely. Calibrated equipment should be tracked and managed in a manner that ensures that certifications and re-certifications are performed timely so as to not disrupt mission activities.

C.9.2.03.01 Real Property Services

The Contractor shall in accordance with H.65, *REAL PROPERTY ASSET MANAGEMENT*, comply with DOE Order 430.1, *Real Property Asset Management*, managing real property in a safe, secure, cost-effective, and sustainable manner; ensure that financial investments in real property are aligned to meet DOE mission needs and requirements; and ensure the real property portfolio is appropriately sized, aligned, and in proper condition to support efficient mission execution. The Contractor shall input and maintain all data required to be included in the Facility Information Management System

(FIMS). This also includes providing reliable FIMS information that is current, complete, and accurate on real property holdings, enabling informed decision making in the planning, budgeting, operation, maintenance, and disposal of real property.

C.9.2.03.02 Personal Property

The Contractor shall manage all personal property assigned/Government Furnished Equipment (GFE) in accordance with 41 CFR 109, 41 CFR 102 and FAR 52.245-1. The Contractor shall also routinely input data and maintain the Property Information Database System (PIDS). The contractor shall complete DOE required reports/reporting by given suspense dates.

C.9.2.03.03 Replacement of Government Furnished Property

The replacement of Government Furnished Property for which title shall pass to and vest in the Government shall be the responsibility of the Contractor. The Contractor shall assume the risk of any loss, damage, or destruction of Government Furnished Property in accordance with FAR 52.245-1, Government Property.

C.9.2.04 Conduct of Maintenance

Real Property Maintenance

In accordance with DOE Order 430.1, *Real Property Asset Management*, real property assets must be sustained by maintenance, repair, and renovation activities to ensure: mission readiness; operational safety; worker health, environmental protection and compliance; security; and property preservation to cost-effectively meet program missions.

Nuclear Facility Maintenance

The Contractor shall perform maintenance in accordance with the requirements of DOE Order 433.1, *Maintenance Management Program for DOE Nuclear Facilities*, to minimize the likelihood and consequences of human fallibility or technical and organizational system failures.

A Nuclear Maintenance Management Program may be written to encompass Haz Cat 1, 2, & 3; other nuclear and non-nuclear facility maintenance in a single program.

C.9.2.05 Outgoing Contract Transition - Phase Out and Closeout Activities

The Contractor recognizes that the work and services covered by this contract are vital to the DOE mission and must be maintained without interruption, both at the commencement and the expiration of this Contract. At the expiration of the Contract term, or any Task Order(s) that extend beyond the Master IDIQ ordering period, or any earlier termination thereof, the Contractor shall cooperate with a successor contractor and/or the Government by allowing its employees to interview for possible employment. For those employees who accept employment with the successor contractor, such employees shall be released in a coordinated manner with the

successor contractor. The Contractor shall cooperate with the successor contractor and Government with regard to the termination or transfer arrangements for such employees to ensure maximum protection of employee service credits and fringe benefits.

C.9.2.05.01 Phase Out Activities

The Contractor shall submit a Phase-Out Transition Plan to include its approach to adequately phase-out all Contract and/or Task Order activities. The Phase-Out Transition Plan shall be submitted in accordance with this PWS and the requisite contract or task order deliverable.

The Contractor shall perform those activities that are necessary to transition the work under this contract to a successor contractor in a manner that (1) ensures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the Contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner.

The Contractor shall maintain full responsibility for such work until assumption thereof by the successor contractor. Execution of the proposed Phase-Out Transition Plan or any part thereof shall be accomplished in accordance with the CO's direction and approval.

The Phase-Out Transition Plan shall also include a schedule of major activities and address as a minimum:

- A training and orientation program for the successor contractor to cover the complete scope of work covered by the Contract and other specific requirements associated with work efforts at the INL site and FSV facilities;
- Communication process among DOE, the Contractor, assigned subcontractors, incumbent employees, and the successor contractor and/or subcontractors;
- Identification of key transition issues and milestones;
- Identification of a transition team (inclusive of consultants and teaming members, if any);
- Approach to minimizing impacts on continuity of operations;
- Dispute resolution;
- Transition of programs, plans and projects;
- Transition and/or modification of necessary permits, which shall include a list of permits and purpose.
- Transition of existing management and operating systems, plans, procedures, programs (e.g., Worker Safety and Health plan, QA plan, ISMS program, Occupational Radiation Protection Program, Waste Management Program, Records Management Program, etc.);
- Transition of all Contract responsibilities, functions, and activities;
- Transition of all interface control documents; and

- Transition of any other documents or records that would be required for a successor contractor to adequately and efficiently perform.

Upon DOE approval of the Phase-Out Transition Plan, the Contractor shall complete the activities described in the plan by the end date of the contract and/or Task Order, as applicable.

C.9.2.05.02 Close Out Activities

The Contractor shall submit a Closeout Plan to document the necessary steps the Contractor shall take to adequately closeout the contract and/or each Task Order. The Closeout Plan shall include a schedule of major activities and address as applicable:

- Identification of deliverables submitted and accepted. The Contractor shall include date submitted, DOE acceptance date (if applicable) and status of any remaining open deliverables;
- Status of all requirements (complete and incomplete);
- Identification of all subcontracts along with status of each subcontract's settlement and final payment. The Contractor shall identify for each subcontract whether final invoices have been paid, date of final payment, current status of settlement, and any other outstanding issues related to final settlement and payment of subcontracts;
- Disposition of Government property and equipment, including special nuclear material;
- Submittal of the final invoice and any incurred cost audit; and
- Coordination of the final Contractor Performance Assessment Report System (CPARS) report.

The Closeout Plan shall be submitted in accordance with this PWS and the requisite contract or task order deliverable. Final payment may be withheld by DOE until all of the necessary activities are completed by the Contractor.

Upon completion of the contract and each task order, a final modification will be executed to officially close out the contract and/or each task order. A final release statement will be included in the applicable closeout modification where the Contractor discharges the Government, its officers, agents and employees from all liabilities, obligations and claims under the contract and/or each task order.

C.9.2.05.03 Incumbent(s) Contract Closeout

The Contractor shall support all remaining close-out activities of the incumbent contractors (Idaho Cleanup Project Core and NRC Licensed Facilities). This includes, but not limited to, filing W-2s, 1099s, 940s, 941s, final 5500s, and all Affordable Care Act forms; preparing the Fiscal Year 2021 Incurred Cost Submittals and supporting the DOE Cost Incurred audit; dispositioning assigned and open subcontracts and purchase orders, except interagency agreements, by closing all remaining obligations/liabilities to

include necessary procurement and/or financial transactions to close the subcontracts and purchase orders; and providing other miscellaneous support activities, as necessary.

C.9.2.06 Mandatory and Optional Site Services

The Contractor shall establish an interface agreement that address the mandatory site services to be purchased from the INL contractor, as listed in Section J, Attachment J-4, *List of INL Mandatory and Optional Site Services*. This agreement shall also address services provided by the ICP Contractor for purchase by the INL contractor. Optional services identified in Section J, Attachment J-4, *List of INL Mandatory and Optional Site Services*, are available to the Contractor for purchase from the INL contractor as the Contractor deems necessary for the contract or task order performance period, in accordance with the established interface agreement(s). If the Contractor purchases an optional service from the INL contractor for a specific task order, the optional service will become a mandatory service for the life of the task order. Any deviation from this requirement will require DOE CO approval. A review of the site services shall be completed on a routine basis, no less frequent than every three years. The ICP Contractor shall also provide services for purchase by the INL contractor.

Purchasing a mandatory or optional service from the INL contractor does not relieve the Contractor in any way from meeting its responsibilities for meeting contract requirements. These mandatory and optional services are subject to agreement between the Idaho Office of Nuclear Energy and the Idaho Office of Environmental Management.

Other services not identified in Section J, Attachment J-4, *List of INL Mandatory and Optional Site Services* may be available as negotiated by the Contractor and the INL Contractor.

In the event the Contractor determines that some of the mandatory services may be obtained from more cost-effective sources of supply to the Government (EM and NE combined), the Contractor shall notify DOE of its proposal to utilize other sources. DOE approval will be obtained prior to changing mandatory service providers.

C.9.3 Environment, Safety, Health and Quality

C.9.3.01 Defense Nuclear Facility Safety Board

The Contractor shall conduct activities in accordance with those DOE commitments to the Defense Nuclear Facility Safety Board (DNFSB) which are contained in implementation plans and other DOE correspondence to the DNFSB. The Contractor shall support preparation of DOE responses to DNFSB issues and recommendations which affect or can affect contract work. Based on CO direction, the Contractor shall fully cooperate with the DNFSB and provide access to such work areas, personnel, and information as necessary. The Contractor shall comply with DOE Order 140.1 on interface activities with the DNFSB. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

C.9.3.02 Regulatory Interaction and Environmental Services

The Contractor is authorized to negotiate with regulatory agencies as specified in the regulatory interface protocol, and subject to DOE approval. The Contractor shall work with DOE, regulatory agencies, and other INL entities and contractors to reach collective agreements on interface protocols; keep the *Environmental Regulatory Structure and Interface Protocol for the ICP Contractor* (Section J, Attachment J-5) updated; and follow the protocol.

The Contractor shall maintain an environmental monitoring, analysis, and assessment program to detect impacts of EM operations and to comply with DOE orders, regulations, and agreement requirements. The Contractor shall coordinate its monitoring and surveillance program with the INL contractor to prevent duplication of monitoring efforts and ensure the INL site monitoring program is technically based and adequate to identify impacts from operations. The environmental monitoring program shall provide for on-site effluent monitoring; both on- and off-site environmental surveillance to measure both radiological and non-radiological constituents; and both on- and off-site erosion control monitoring, as required for specific contractor operations. Monitoring and surveillance includes both the continuous recording of data and the collecting of soil, sediment, water, air, and other samples at specific times. Evaluation and analysis of such data will be performed, as requested. Further, the Contractor shall install additional or modify existing monitoring locations as required or requested by DOE and/or regulatory agencies. The Contractor shall also conduct other monitoring, sampling, or inspection work as required by existing or future agreements with DOE or regulatory agencies.

The Contractor shall operate and maintain the existing Hydrogeologic Data Repository and the Comprehensive Well Inventory database. The Contractor shall provide full access to all site contractors and DOE, as needed.

The Contractor shall assume applicable responsibilities, in accordance with the Endangered Species Act, the Candidate Conservation Agreement with the U.S. Fish and Wildlife Service, and the Bat Protection Plan.

The Contractor shall support DOE for the purpose of complying with the Natural Resource Damage Assessment requirements under Section 107(a) and 120(a) of CERCLA.

The Contractor shall sample and report the results for the drinking water systems at INTEC and RWMC in compliance with the Safe Drinking Water Act.

The Contractor shall, early in the planning stage of any proposed activity that may trigger agency compliance with the National Environmental Policy Act (NEPA), inform DOE in writing of the proposed action. For proposed CERCLA actions, NEPA values must be addressed to the extent practicable and documentation of how those values are addressed shall be provided to the NEPA Compliance Officer before the action proceeds. All information submitted to DOE by the Contractor shall be presented in a manner and extent that allows DOE to comply with NEPA requirements and to make a NEPA determination. The proposed activity may not proceed until all NEPA requirements have been satisfied. The proposed activity shall be compliant with DOE

NEPA published at 10 CFR 1021, National Environmental Policy Act Implementing Procedures and the DOE's NEPA/CERCLA Policy. The Contractor shall adhere to all requirements and conditions, including the implementation of mitigation measures, identified in any applicable NEPA decision document or categorical exclusion upon which a NEPA determination is based.

C.9.3.03 Permits and Compliance Documents

The Contractor shall maintain and comply with, including reapplications as necessary, all applicable site environmental permits and compliance documents including, but not limited to:

- RCRA permits;
- Air permits, including Risk-Based Disposal Approvals;
- Waste Water Recycle and Reuse permits;
- Site Treatment Plan under the Federal Facility Compliance Act;
- Notice of Noncompliance Consent Order, dated April 1992 et seq;
- Federal Facility Agreement and Consent Order (FFA/CO), dated December 1991;
- Idaho Settlement Agreement, dated October 1995, including the latest addendum;
- Agreement to Implement, dated July 1, 2008 per the U.S. District Court Order dated, May 25, 2006; and
- DOT Hazardous Material Regulations (HMR) per 49 CFR 107.105.

The Contractor shall be the lead on site-wide issues related to RCRA and the Idaho Hazardous Waste Management Act (HWMA) and implementing regulations; Federal Facilities Compliance Act (FFCA) Site Treatment Plan; and CERCLA under the FFA/CO. For those compliance areas, the Contractor shall complete and submit (after appropriate coordination with all involved INL Site entities) site-wide level regulatory reports, site-wide consent order and agreement tracking and closure information, and site-wide permit applications (including permitting operations or facilities included in the Site Treatment Plan). The Contractor is not responsible for facility-specific regulatory compliance, record keeping, and permit applications at facilities it does not manage.

Facility-specific issues or actions related to current or ongoing facility-specific permit applications, releases to the environment, and compliance issues are the responsibility of the contractor managing the facility.

C.9.3.03.01 Certifications

The Contractor shall provide a written certification statement attesting that information DOE is requested to sign was prepared in accordance with applicable requirements. The Contractor shall include the following certification statement in the submittal of such materials to DOE:

"I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on

my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations."

The certification statement shall be signed by the individual authorized to sign such certification statements submitted to federal or state regulatory agencies under the applicable regulatory program.

C.9.3.04 Environmental Support to INL Contractor

Since the INL contractor has the site-wide coordination role for all regulatory programs except RCRA and CERCLA, the Contractor shall provide the INL contractor with the appropriate information, data (certified if necessary), and support necessary to complete its site-wide functions including, but not limited to, the following areas:

- Site-wide air emission applications, permits, and reporting per the Clean Air Act and the Idaho implementing regulations; and reporting per the National Emission Standards for Hazardous Air Pollutants (NESHAPs).
- Site-wide monitoring, surveillance, and reporting for liquid effluents, drinking water, storm water, and groundwater to demonstrate compliance with the Clean Water Act, Safe Drinking Act, and other water quality requirements.
- Air and monitoring to determine the impact of operations on the environment and natural resources.
- Site-wide compliance reports, data, and records required by the Toxics Substance Control Act, Federal Insecticide, Fungicide and Rodenticide Act, Emergency Planning and Community Right to Know Act, and cultural resource management laws and regulations.
- Input to the Annual Site Environmental Report shall be provided annually to the designated DOE environmental surveillance, education, and research contractor.
- Asbestos notifications for renovations.

C.9.3.05 Worker Safety and Health

Worker Safety and Health

The Contractor shall develop (or adapt) and implement a Worker Safety and Health Program that complies with 10 CFR 851, *Worker Safety and Health Program* (WSHP), and submit the program to DOE for review and approval. The WSHP is required to be approved and implemented prior to the start of work. Abatement plans (*ICP Core Implementation Plan 10 CFR 851 Technical Amendment*, PLN-5686) are in place for the 2017 Technical Amendment to 10 CFR 851, and for the 2017 Amendment to the OSHA Walking Working Surfaces standard, 29 CFR 1910 Subpart D (*Walking and Working Surfaces Assessment Report*, RPT-1649). As part of this scope, the Contractor shall complete the phased implementation of NFPA 70E-2018 (implementation began in 2018 as a three-phased implementation approach; phases 1 and 2 are complete). The Contractor shall also complete the phased implementation of the 2017

amendment to the OSHA Walking Working Surfaces standard by the end of fiscal year 2025 (implementation began in fiscal year 2020, based on gaps identified in PLN-1649).

C.9.3.06 Occupational Medical Program (OMP)

The Contractor shall provide for its employees an OMP in compliance with 10 CFR 851. The Contractor may purchase this service from the INL contractor. A documented section in the WSHP describing the Contractor's OMP is required. 10 CFR 851 Appendix A specifies the written requirements of the OMP program that the WHSP must address. At a minimum, the WHSP for DOE approval needs to provide sufficient information or reference to another document (e.g., procedure, other) which describes the Contractor's (and its subcontractors') planned implementation of the OMP program in Appendix A, Section 8.

C.9.3.07 Integrated Safety Management System (ISMS)

The Contractor shall establish and maintain a single ISMS program as required by 48 CFR 970.5223-1, Integration of Environment, Safety and Health into Work Planning and Execution. The ISMS program shall ensure that safety and environmental protection considerations are integrated throughout the entire work planning and execution process (including subcontracts as appropriate) and shall extend through the execution of individual work packages where job-site safety is ensured for each worker. The Contractor shall ensure that the principles of ISMS serve as the foundation of the implementing mechanisms for work at the site.

A comprehensive Environmental Management System (EMS) based upon the ISO14001 EMS standard must be integrated into the ISMS. The EMS shall include measures to address federal sustainability requirements in compliance with DOE Order 436.1, *Departmental Sustainability* and other applicable DOE Orders referenced herein, and the DOE Strategic Sustainability Performance Plan, which is managed by the INL contractor. The EMS shall be certified to the ISO14001 standard by an accredited independent registrar within 12 months after the end of contract transition.

The Contractor shall ensure workers are involved in work planning and integrate the concepts of continuous improvement into work activities (e.g., the International Organization for Standardization (ISO) and Voluntary Protection Program (VPP) Star). The Contractor shall submit a compliant ISMS program description document for DOE approval.

C.9.3.08 Safety Culture

(a) The Contractor shall:

(1) Adopt and continuously improve organizational culture, Safety Culture, and Safety Conscious Work Environment, including implementation and utilization of programs/processes that support employees raising concerns without fear of retaliation. These programs/processes include, but are not limited to, the Employee Concerns

Program; the Differing Professional Opinions Process; Ethics and Compliance Program/Process; and Alternative Dispute Resolution.

(2) Continuously promote a work environment where employees are encouraged to raise concerns. The Contractor shall define expectations, rigorously reinforce those expectations, and take actions to mitigate the potential for a chilling effect.

(3) Conduct business in a manner fully transparent to DOE. Activities are demonstrated by open, clear, and well-communicated management actions and technical and project documentation. Identified issues and trends are proactively shared with DOE.

(4) Champion a culture that promotes proactive self-identification and reporting of issues that identifies and takes action on systemic weaknesses leading to sustained continuous self-improvement.

(5) Champion a culture that emphasizes the following safety culture attributes:

(i) Demonstrated safety leadership
(ii) Risk-informed, conservative decision making
(iii) Management engagement and time in the field
(iv) Staff recruitment, selection, retention, and development
(v) Open communication and fostering an environment free from retribution
(vi) Clear expectation and accountability
(vii) Personal commitment to everyone's safety
(viii) Teamwork and mutual respect
(ix) Participation in work planning and improvement
(x) Mindfulness of hazards and controls
(xi) Credibility, trust, and reporting errors and problems
(xii) Effective resolution of reported problems
(xiii) Performance monitoring through multiple means
(xiv) Use of operations experience
(xv) Questioning attitude.

C.9.3.09 Industrial Hygiene

The Contractor shall implement a comprehensive Industrial Hygiene Program in compliance with 10 CFR 851 and the associated regulatory and consensus standards that are incorporated by reference.

C.9.3.09.01 Beryllium Program

The Contractor shall develop (or adapt) and implement a Chronic Beryllium Disease Prevention Program (CBDPP) and perform work in compliance with 10 CFR 850, *Chronic Beryllium Disease Prevention Program*. The Contractor remains responsible for a CBDPP.

C.9.3.10 Emergency Management

The Contractor shall provide the necessary personnel, support, resources, facilities, and access in order to maintain an Emergency Management program that is integrated into a single site-wide program operated by the INL contractor and coordinated with other DOE ID prime contractors as documented in contractors' Interface Agreements. The Contractor shall submit the Emergency Management Program for DOE approval in accordance with Section J, Attachment J-2, *List of Contract Deliverables*. The Contractor shall ensure its Emergency Management Program, including any requirements for TMI-2 (PLN-1610), is in place by the end of contract transition. The Emergency Management program shall be compliant with DOE O 151.1, *Comprehensive Emergency Management System*, and any other relevant directives, laws, etc. The Emergency Management program shall be adequate to analyze, plan, and respond to the hazards that are introduced, present, transported, or collocated with the facilities operated by the Contractor. General requirements shall include the development and implementation of a Comprehensive Emergency Management System designed to:

- Minimize the consequences of all emergencies involving or affecting facilities and activities (including transportation operations/activities);
- Protect the health and safety of all workers and the public from hazards associated with site operations and those associated with decontamination, decommissioning, and environmental restoration;
- Prevent damage to the environment; and
- Promote effective and efficient integration of all applicable policies, recommendations, and requirements, including Federal interagency emergency plans.

The Contractor shall provide and maintain adequate facilities, personnel, and other resources necessary to maintain a compliant program and shall provide at least the following:

- Facilities that have the power, communications, monitoring, equipment, and furnishings for Emergency Control Centers (ECCs) at RWMC and INTEC and alternate ECC(s) for RWMC and INTEC. Office space for emergency planners or hazards assessors that may be permanently housed in or in close proximity to the ECC shall also be furnished.
- Personnel that can staff a 24/7 cadre of Emergency Response Organization (ERO), filling necessary command and control and support positions in the ECCs, On Scene, and in the Emergency Operations Center (EOC). This includes an Emergency Action Manager (EAM) for each major site facility (RWMC and INTEC), along with other positions in an approved emergency plan. In addition to responding to actual events, ERO personnel shall be trained, maintain qualifications, and conduct drills and exercises necessary to be proficient.
- Physical access to facilities and access to databases, personnel, or other information sources necessary for hazards assessors to conduct emergency planning hazards surveys and assessments. This shall include a notification process prior to introduction, removal, or relocation of hazardous material, or changes in processes that have the potential to change hazardous material release characteristics. Notification of issues or changes

relating to the Unresolved Safety Question/Potential Inadequacy of Safety Analysis (USQ/PISA) process and documented safety basis is also required.

- A senior management personnel position with the authority to act in an advisory and coordination capacity in the EOC for emergencies or drills involving contractor facilities.
- A public affairs liaison position with the authority to coordinate on press releases, press conferences, or other emergency public information functions for emergencies or drills involving contractor facilities.
- Operations, technical, or labor personnel to provide mitigation of hazardous material releases or control of facility processes that will minimize releases. These personnel may also act in a support role with the INL site-wide fire department or other response personnel.
- A recovery manager and any other personnel necessary to form a recovery team and perform the recovery functions required under emergency management. The appointment of a recovery manager, and the facility turnover when an emergency is terminated, will normally be the transition back to operations under contractor control.
- Resources necessary to perform corrective actions for issues identified in drills, exercises, operational emergencies, self-assessments, or external assessments (e.g. DOE-ID, DOE-HQ, HSS, IG, etc.).
- Time for all facility personnel to be trained in emergency response actions that are necessary for general employees (e.g., take shelter, evacuate, etc.), along with additional time for some facility personnel who will perform as area wardens for evacuation and personnel accountability purposes.

The Contractor shall prepare, submit for DOE approval, and execute the approved Continuity of Operations Plan per DOE Order 150.1, *Continuity Programs*. The Contractor shall submit the Continuity of Operations Plan for DOE approval in accordance with Section J, Attachment J-2, *List of Contract Deliverables*. The Contractor shall maintain a compliant Emergency Management program.

C.9.3.11 Radiological Assistance Program (RAP)

The Contractor shall support the National Nuclear Security Administration (NNSA) RAP with separate funding provided by DOE through the NNSA. Upon request by DOE, the Contractor shall provide Radiological Control Technicians, Radiological Control Supervisors and other support personnel as deemed necessary by DOE to support requests for assistance during radiological emergencies or other events/activities requiring radiological expertise. The Contractor agrees to allow personnel supporting RAP to be appropriately trained in accordance with DOE requirements, and further agrees to provide for the storage and security of any DOE supplied equipment. The Contractor shall supplement response activities with project equipment and vehicles when needed, if available, and maintain/develop all required plans, procedures and reports.

C.9.3.12 Quality Assurance

The Contractor shall develop, implement, assess, and continuously improve the Quality Assurance Program (QAP) in accordance with Section E. The QAP shall be submitted to DOE for approval in accordance with Section J, Attachment J-2, *List of Contract Deliverables*.

The Contractor shall flow-down all quality requirements, clauses, policy, regulations, and other requirements from the contract as determined necessary through procurement documents.

C.9.3.13 Radiation Protection

The Contractor shall develop and implement a Radiation Protection Program that complies with the requirements of 10 CFR 835, *Occupational Radiation Protection*

Consistent with 10 CFR 835 Occupational Radiation Protection and the Departmental Implementing Guides, the Contractor shall conduct site activities in compliance with a DOE approved Radiation Protection Program (RPP) to control internal and external dose from occupational radiation exposure and minimize the spread of contamination. The As Low As Reasonably Achievable (ALARA) process shall be applied to EM program activities. The Contractor shall, at the effective date of the transition task order, adopt the existing RPP or submit a proposed RPP that must be approved by DOE prior to the end of contract transition. If adopting the existing RPP, a revision to the RPP shall be submitted to DOE in accordance with Section J, Attachment J-2, *List of Contract Deliverables*.

The Contractor shall utilize Department of Energy Laboratory Accreditation Program (DOELAP) accredited external and internal dosimetry services. All dosimetry records shall be maintained by the entity providing the dosimetry service. The Contractor shall purchase these services from the INL contractor, see Section J, Attachment J-4, *List of INL Mandatory and Optional Site Services*. The Contractor shall maintain a 10 CFR 835 compliant dosimetry and records program.

C.9.3.14 Nuclear Safety

The Contractor shall establish and maintain a Nuclear Safety Program in compliance with 10 CFR 830, Subpart B, and relevant directives, and consistent with relevant guides and standards. The Contractor shall ensure that the structure of requirements to achieve nuclear safety is based on sound principles such as defense in depth, redundancy of protective measures, robust technical competence in operations and management oversight, and compliance with DOE directives embodying nuclear safety requirements. The Contractor shall maintain authorization basis documents. During transition, the Contractor shall adopt the existing Unreviewed Safety Question (USQ) process or submit a proposed USQ process to DOE that must be approved prior to the end of contract transition. Any changes to the established Unreviewed Safety Question process shall require DOE approval. The Contractor shall ensure that all nuclear facilities are maintained and operated within the DOE approved safety bases. The Contractor shall comply

with DOE requirements for nuclear facility start of operations and re-start of operations as required by DOE Order 425.1, *Verification of Readiness to Startup or Restart Nuclear Facilities*.

C.9.3.15 Criticality Safety

The Contractor shall establish and maintain a Criticality Safety Program in compliance with DOE O 420.1, *Facility Safety* and relevant directives, and consistent with relevant guides, and standards identified in this contract. During transition, the Contractor shall adopt existing Criticality Safety Program (CSP) plans and procedures or submit a proposed CSP to DOE that must be approved prior to the end of contract transition. Any changes made to the Criticality Safety Program require DOE approval.

C.9.4 Office Space

The Contractor shall provide the same office space for DOE personnel in CPP-663 and WMF-658 as was being provided at the effective date of the transition task order, including DOE office space at FSV. Office space shall include areas for information technologies, communications, administrative functions (e.g., records storage, conference room, office supply storage) and access to storage for, and use of, classified materials.

The Contractor shall assume responsibility for the Sawtelle Street Facility (also known as, Technical Support Buildings (TSB) and Technical Support Annex (TSA)) lease and property taxes located in Idaho Falls, with the exception of janitorial services provided via a separate DOE prime contract. The Contractor shall provide the same office space for the DOE Inspector General and current INL contractor at TSB-TSA as was being provided at the effective date of the transition task order.

C.9.5 DOE-ID Support Activities

The Contractor shall provide support services to DOE which include, but are not limited to: IT developer support, wireless service, records management, copier services, printing/graphics, DOE office moves, and DOE training.

C.9.6 Interactions

C.9.6.01 External Affairs/Public Affairs

(a) The Contractor shall establish and maintain an External Affairs/Public Affairs program in accordance with DEAR 952.204-75 *Public Affairs* that includes, but is not limited to: timely responses to DOE requests for information and assistance, outreach to keep external constituencies informed about work under the Contract, an effective ICP website, and integrated and effective site tour planning.

(b) External Affairs includes information, necessary technical support, and involvement programs to reach diverse external parties interested in the INL site (e.g., Shoshone-Bannock tribes, EM Citizens Advisory Board, stakeholders, news media, elected officials and their

staffs, local community officials, and the public) with the status, challenges, and objectives of the cleanup work.

(c) For external constituencies, the Contractor shall anticipate specific areas of concern, interest, or controversy and employ communication strategies that inform and ensure close coordination with DOE Communications personnel throughout. DOE retains the primary role in directing the timing, substance, and form of public information and must approve products and outreach.

(d) The Contractor shall:

(1) Submit an External Affairs/Internal Communications Program Description for DOE approval that provides a comprehensive description of the External Affairs Program, staffing, products, and services with an emphasis on innovative approaches to communications.

(2) Submit responses to information requested by DOE in compliance with FOIA and Privacy Act requirements.

(3) Develop, plan, and coordinate proactive approaches to dissemination of timely information regarding DOE unclassified activities, with an emphasis on innovative approaches to communications. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the public, whether it is the media, citizens' groups, private citizens or local, state or federal government officials, has a clear understanding of DOE activities at the INL site.

(4) Work with DOE to inform and involve the Shoshone-Bannock as part of the ICP decision-making and coordinate with DOE on the ongoing technical staff interactions to ensure they can be involved early and often in proposed plans and activities.

(5) Participate in and attend citizen advisory board activities in support of DOE and specific to scope of overall contract work.

(6) Provide strategy and resources for required public comment and outreach processes related to upcoming decision making (e.g., NEPA and CERCLA).

(7) Participate in tour planning and preparation and make facilities and personnel available as requested by DOE. Visits to the project sites shall be part of ongoing communication and outreach activities.

(8) Provide ongoing support to DOE in the preparation of communication materials such as presentations, fact sheets, specialized graphics and charts, large posters, up-to-date photography, video and audio clips, and stories.

(9) Coordinate internal employee communication products through DOE for review and approval if they are related to issues/incidents that have the potential to garner external media and stakeholder interest.

(10) Receive DOE approval prior to externally releasing information related to the INL site.

(e) These interfaces shall be in coordination with DOE: media, members of the U.S. Congress and their staffs, Tribal and community leaders, and a wide variety of stakeholders and local governments.

C.9.6.02 External Review and Support

(a) The Contractor shall provide support to DOE in hosting other agencies, including but not limited to: Defense Nuclear Facilities Safety Board, GAO, Office of Inspector General, and other Government and DOE oversight staff from auditing and assessing organizations, providing required presentations, preparing DOE responses, responding to information requests, and by providing required Subject Matter Experts to respond to questions and information requests.

(b) The Contractor shall also support the following:

(1) Providing access to work areas, personnel, and information, as necessary; and

(2) In coordination with DOE audit liaisons, providing support during audits and assessments, including delivering information within a specified time, arranging briefings, preparing presentation materials, and maintaining a record of documents provided in response to requests.

C.9.7 Business Performance Requirements

The scope of this section includes activities such as Business Administration, Internal Audit and other general performance requirements. The Contractor shall develop, implement, and maintain the required plans and actions in accordance with the laws, regulations, and DOE directives applicable to each of the scope areas described in this section and have optimized these services through an integrated planning approach.

C.9.7.01 Business Administration

(a) The Contractor shall establish and maintain cost-effective internal business administration that enables good business decisions, good faith negotiations, sufficient resources to manage the Contract activities, and a cooperative and (as appropriate) collaborative working relationship with DOE, stakeholders, and other site contractors.

(b) The Contractor shall provide the management expertise, leadership, and business administration processes (e.g., administration of market-based employee benefits, independent oversight, legal) and systems (e.g., Finance/Accounting, Contracts/Procurement, and Human Resources) to perform Contract Section C requirements safely, securely, efficiently, and in a cost-effective manner.

C.9.7.02 Internal Audit

The Contractor shall conduct an internal audit and examination program in accordance with the DOE Cooperative Audit Strategy as outlined in Department of Energy Acquisition Guide, Chapter 70.4 and Government Auditing Standards (Yellow Book, dated July 2018) for records, operations, expenses, and transactions with respect to costs claimed to be allowable and allocable under this contract. The results of such audit including the working papers shall be submitted or made available to the CO or his/her designee. This clause does not supersede DOE's right to perform self-initiated reviews, evaluations, or audits directed at improving the efficiency of operations and an overall reduction in cost.

C.9.8 Defined Benefit Pension Plan Costs

The Contractor shall use designated Defined Benefit Pension Plan funding to reimburse the INL contractor for the ICP share of the current Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees.

The Contractor as a sponsor of the Idaho National Laboratory Employee Retirement Plan (INLERP) will be reimbursed for pension contributions in the amounts necessary to ensure that the plan is funded to meet the annual minimum requirement under ERISA, as amended by the Pension Protection Act (PPA) of 2006 or as otherwise directed by the Department of Energy. However, reimbursement for pension contributions above the annual minimum contribution required under ERISA, as amended by the PPA, shall require prior approval of the CO and will be considered on a case by case basis. Reimbursement amounts will take into consideration all pre-funding balances and funding standard carryover balances.