

**PART I – THE SCHEDULE**

**SECTION C – DESCRIPTIONS/SPECS./ WORK STATEMENT**

**PERFORMANCE WORK STATEMENT (PWS)**

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## SECTION C - PERFORMANCE WORK STATEMENT (PWS)

### C.00 BACKGROUND

The U.S. Department of Energy (DOE) requires the treatment of Low Level Waste (LLW) and Mixed Low Level Waste (MLLW). These wastes may also include liquid and solid Toxic Substances Control Act (TSCA) regulated waste e.g., polychlorinated biphenyls (PCBs), asbestos, etc. Waste material to be treated originates from Federal activities and includes clean-up, remediation, demolition, and operations waste, and or waste under the DOE's purview. These services support the EM mission of safely completing the cleanup of the environmental legacy brought about from five decades of nuclear weapons development and government-sponsored nuclear energy research. DOE seeks a variety of non-Federal LLW and MLLW Treatment Services, located in the United States, that provide cost-effective compliance with the Resource Conservation and Recovery Act of 1976 (RCRA), the Federal Facility Compliance Act (FFCA), state hazardous waste regulations, the Federal Facility Agreement (FFA), Toxic Substances Control Act (TSCA)/polychlorinated biphenyl (PCB) regulations, and any other applicable laws. DOE also seeks services such as; Bulk Survey for Release (BSFR), Restricted and Unrestricted Recycling/Reuse, Low Activity Waste (LAW) Services, Ancillary Services, and support in establishing authorized release limits.

Low-Level Waste (LLW) can be segmented into waste categories of Class A, Class B, Class C and Greater-Than-Class C (GTCC). These classifications are defined in the Nuclear Regulatory Commission (NRC) regulations (Title 10, Code of Federal Regulations [CFR], Part 61), based on potential LLW hazards, disposal, and waste form requirements. It is important to note that these classifications generally apply to NRC regulated LLW, and not DOE LLW. However, the classifications are relevant when DOE sends its waste to an NRC or Agreement State-regulated facility for treatment. Class A waste contains the least radioactivity, most of which comes from relatively short-lived radionuclides, which decay to background levels within a few decades. Class B waste is also relatively short-lived, but contains higher concentrations of short-lived radionuclides than Class A. Class C waste can contain higher concentrations of both short-lived and long-lived radionuclides, while GTCC is higher still. This Basic Ordering Agreement (BOA) allows for the treatment of recyclable/reusable materials. This BOA also allows access and use of the DOE Low Level / Mixed Low Level Waste Disposal IDIQ Contracts under Ancillary Services.

### C.01 OBJECTIVES

The BOA objectives are to provide:

- (a) Treatment services for LLW and MLLW;
- (b) BSFR services in accordance with NRC or Agreement State requirements;
- (c) Alternative disposition strategies for any potential wastes that may not require licensed treatment and disposal (e.g., recycle/reuse).
- (d) Low Activity Waste Services
- (e) Ancillary services that may be necessary to establish these services.

Treatment categories include non-PCB, TSCA and RCRA regulated waste, PCB, RCRA metals, combustible, non-combustible, soils, sludges, solids, debris, organic constituents, elemental mercury and compounds, EPA waste codes for Ignitability (D001), Corrosivity (D002), Reactivity (D003), Toxicity due to contamination with RCRA-regulated toxic metals and organic

compounds (D004 through D043), F, K, P, and U, labpacks, compressed gasses, combustible liquids (non-wastewaters), non-combustible liquids (may be wastewaters, metal bearing inorganic wastes), liquid aqueous and organic RCRA non-wastewaters, slurries, and wastewaters. Certain waste streams may be classified and require special provisions. Treatment services for LLW and MLLW may include, but is not limited to, macro-encapsulation, stabilization, vacuum-assisted thermal desorption, thermal treatment, incineration, combustion, thermal destruction, solvated electron, labpacking, etc.

BSFR and directed disposal under LAW Services are licensed and or permitted processes approved by the appropriate regulatory agency (NRC or Agreement State) that allow for the survey and release of materials with extremely low levels of radioactive contamination for disposal in specified landfills.

Alternative disposition strategies for any potential wastes that may not require licensed treatment and disposal (e.g., recycle/reuse) is a licensed and/or permitted process approved by the appropriate regulatory agency (DOE, NRC, EPA, or Agreement State) that allows for the decontamination, if necessary, and the survey and release of materials with no detectable activity or extremely low levels of radioactive and/or chemical contamination for recycle or reuse in general or restricted commerce.

Ancillary Services include, but are not limited to: interim storage, transportation service, regulatory report writing, data analysis, assessments, interpretation, verification and presentation, variance requests, waste profiles, technical oversight of MLLW/LLW activities, and the establishment of Authorized Release Limits in accordance with DOE Order 458.1, Radiation Protection of the Public and the Environment.

## **C.02 REGULATORY FRAMEWORKS**

Cleanup activities at various sites may be governed by different agreements. The agreements will be specifically identified in the individual Task Orders and may be derived from the FFCA, CERCLA, RCRA, DOE Orders, DOE Manuals, NRC or Agreement State rules, or other site-specific requirements. Waste from DOE operations will need to be handled in accordance with all applicable laws, regulations and DOE Orders.

## **C.03 REQUIREMENTS**

The requirements are divided into five independent sections, corresponding to the BOA objectives: LLW/MLLW Treatment Services, BSFR Services, Alternative Disposition Strategies (Recycle/Reuse), Low Activity Waste, and Ancillary Services. ***The requirements for each section apply only to those Contractors who obtain an award for that section.***

Note: All days are calendar days unless otherwise specified.

### **C.03.1 LLW/MLLW TREATMENT SERVICES**

The purpose of this section is to provide comprehensive task-based treatment services for LLW/MLLW including unique, uncertain, multi-process, TSCA, RCRA, and/or other wastes that present unique problems for successful treatment. Some wastes may require special handling due to classification issues. This treatment scope includes, but is not limited to: waste characterization, treatability studies, macro-encapsulation, stabilization, concentration, vacuum-

assisted thermal desorption, thermal treatment, incineration, combustion, thermal destruction, solvated electron, labpacking and management of compressed gasses. Some wastes may present unique requirements when processing is conducted under DOE authority e.g., specific DOE Orders, security, badging, etc. Requirements and other interfaces will be defined in the specific Task Order.

1. A Waste Profile Record shall be developed for waste characterization together with waste samples, as necessary, to formulate a treatment method for the unique waste. The Waste Profile Record will be provided by the Ordering Activity/Waste Generator to the Contractor.
2. Scientifically accepted standards and procedures approved by applicable regulatory authorities shall be used in the formulation of a treatment method adhering to EPA requirements and the requirements of the treatment Contractor's licenses and permits.
3. The final waste form must comply with the waste acceptance criteria (WAC) identified within the specific task order.
4. The Contractor may be requested to review Ordering Activity/Waste Generator Sampling and Analysis Plans (SAPs). The SAPs will govern the sampling and analysis of wastes prior to shipment and will:
  - a. Include mutually agreeable procedures for measurement of the physical, chemical, and radiological parameters of the radioactive and/or mixed radioactive waste at the Waste Generator site, as necessary, to ensure that the material complies with the treatment facilities WAC prior to shipment;
  - b. Be consistent with the treatment facilities license and permit requirements;
  - c. SAP reviews shall be completed within 30 days of request.

Licenses, Permits and Regulatory:

5. The Contractor shall furnish all personnel, labor, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this BOA and/or any order as furnished by the Ordering Activity/Waste Generator) and otherwise do all things necessary for the treatment of LLW and/or MLLW.
6. The Contractor shall possess, maintain and keep current appropriate licenses and permits as required by federal, state and local laws and ordinances that enable receipt, storage and treatment of LLW and/or MLLW. All waste shall be treated in accordance with applicable laws, regulations, and DOE Orders (e.g., Section J, DOE Order 435.1 *Chg 1 Radioactive Waste Management*, etc.). Treated waste shall meet the WAC and the Land Disposal Restriction treatment standards (MLLW only) of the designated disposal facility.
7. The Contractor shall, without additional expense to the Government, be responsible for complying with any federal, state, and municipal laws, codes, and regulations applicable for the facilities and equipment required to accomplish the scope of work.
8. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits.

Title:

9. Wastes to be treated were generated as a result of operations and activities at Government facilities or under Government contracts. Responsibility for the waste remains with the Ordering Activity/Waste Generator until accepted by the treatment Contractor. DOE retains title through treatment and transportation to the waste disposal site.

Transportation:

10. The Ordering Activity/Waste Generator is responsible for the transportation of the waste unless otherwise specified, in the Task Order as part of Ancillary Services.
11. All waste or material shipped on an individual shipping manifest shall be considered a “shipment” under the terms of this BOA.
12. Upon acceptance and/or approval of waste generator supplied information specific to the waste stream to be accepted by the waste treatment provider under this BOA, the Contractor will issue a Notice to Transport to the waste generator within 5 days.
13. The Contractor shall provide services to survey vehicles used to transport the wastes to and from the contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure. The Contractor shall perform exposure, release decontamination and transportation surveys in accordance with its Radioactive Material License and 49 CFR – Transportation, and certify vehicles free of contamination exceeding release criteria. The Contractor shall maintain a record of all surveys. A copy shall be forwarded to the DCO and the waste generator shipping the waste upon request. Any vehicle contamination will be reported to the Ordering Activity/Waste Generator and DCO verbally and in writing within 24 hours of detection for determination of corrective action prior to decontamination and delivery vehicle release. Copies of survey reports shall be forwarded to the Ordering Activity/Waste Generator and DCO in cases where readings are above the contractor's Radioactive Material License or Department of Transportation (DOT) release criteria.
14. The Contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider. The Contractor shall provide packaging and shipping instructions for transport of the treated waste to the designated destination, in accordance with appropriate laws, regulations and guidelines.

Receipt of Waste:

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

- (1) The 5 Working Day Shipment Notification form;
  - (2) The Special Nuclear Material Exemption Certification form, if applicable (required when U-235, U-233, Pu-236, and Pu-238 through Pu-244 are present in the waste);
  - (3) A copy of the Waste Profile form for each waste stream to be treated;
  - (4) A copy of the Waste Shipment Manifest documentation, e.g., (NRC Forms 540 (Uniform Low-Level Radioactive Waste Manifest (Shipping Paper)), 541 (Uniform Low-Level Radioactive Waste Manifest (Container and Waste Description)), 542 (Uniform Low-Level Radioactive Waste Manifest (Manifest Index and Regional Compact Tabulation)), DOE and State forms.
- b. Arrival Confirmation: Upon receipt of the above items, the Shipment Delivery Scheduler shall provide to the Ordering Activity/Waste Generator and DCO a date for delivery of the shipment and an Arrival Confirmation Number.

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

16. The Contractor shall unload the radioactive waste using appropriate safety standards, guidelines, facility procedures and in accordance with its licenses, permits, and Federal, state, and local laws and ordinances.
17. In the event that the Contractor discovers that the transportation vehicle, rail car, containers, packaging, and/or markings of the delivered waste or material has failed to meet the U.S. DOT requirements under Title 49 CFR – Transportation, or any other applicable requirements, the Contractor shall document the infraction and notify the Ordering Activity/Waste Generator and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance.

Operations:

18. The Contractor shall not co-mingle DOE wastes with waste from non-DOE Waste Generators.
19. The Contractor shall complete all appropriate treatment, packaging, and certification functions within the provisions established in this BOA and the conditions and pricing in the resulting Task Orders while adhering to schedule requirements and all DOE and regulatory requirements.
20. All commercial Treatment, Storage and Disposal Facilities (TSDFs) under this BOA are required to be audited annually in accordance with *DOE Order 435.1, Chg 1 Radioactive Waste Management*, or equivalent (currently most facilities performing services for DOE rely on the DOE Consolidated Audit Program (DOECAP). DOECAP may also be used as the vehicle for other DOE or EM reviews deemed appropriate or required. The Contractor shall allow reasonable site access to personnel for these purposes.
21. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of a Task Order. Notification of existing damage to conveyances received shall be provided to the Ordering Activity/Waste Generator, and the DCO within 24 hours of the incident. Contractor notification as required by this paragraph,

may be issued in writing by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.

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

Reporting Requirements:

24. Upon request, all documentation, records, and modifications, shall be submitted to the DCO within 48 hours.
25. The Contractor shall promptly (within 48 hours) respond, verbally and in writing, to questions regarding documentation and reports. Any associated costs shall be included in the Task Orders' prices.
26. As requested by the DCO, the Contractor shall provide complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, Waste Acceptance Criteria (WAC), and any other authorizations, exemptions, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc., documenting that the Contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this BOA.
27. For laboratories not previously approved by DOE, prior to receiving samples for offsite analysis, the Contractor shall provide copies to the Ordering Activity/Waste Generator, within 10 days of request, of the current radioactive material licenses and most recent Audit Report supporting treatment as well as any required special certifications showing that the laboratory is qualified to perform the analysis. All samples sent to laboratories become the responsibility of the Contractor for disposition and costs should be included as part of the Task Order pricing. Any subsequent revisions to these requirements shall be supplied to the DCO, where applicable, within 10 days of the request.
28. The Contractor shall document treatment as appropriate for the type of waste and treatment required to ensure that Federal, State, and disposal site criteria have been met, and provide this documentation to the Ordering Activity/Waste Generator within 30 working days of completion of treatment.
29. For all Notice of Violations (NOVs) issued by regulatory agencies that may impact treatment of waste, the Contractor shall verbally notify the DCO within 24 hours. If any DOE waste

stream is involved or impacted, the Contractor will provide the NOV documentation. DOE will consider and handle this information as Business Sensitive.

30. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 48 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.
31. On an annual basis, the Contractor shall provide a Waste Treatment Report to the CO and the EM Office of Disposal Operations (EM-31) and The Office of Disposition Planning and Policy (EM-32) documenting the following. A Final Summary Report shall be provided to the CO within 30 days after completion of all task orders issued under this BOA and shall contain:
  - a. Monthly waste shipments including weights, volumes, source, radionuclide content/characterization data, treatment methods and Waste Profile Record results.
  - b. All vehicle contamination exceeding release criteria shall be identified. A listing of any deviated or rejected shipments during the period including any corrective action (e.g., treatment of nonconforming waste for excess moisture) performed by the contractor; compliance, permitting or regulatory problems and resolution for the previous quarter; and occurrences or events, which adversely affected treatment operations and their associated impact on operations and scheduled receipt or treatment.

Nonconformance:

32. The Contractor shall have no obligation to receive, handle, store, or treat any nonconforming waste material delivered to the Contractor's facility which is defined as: material delivered that does not comply with the Contractor's licenses, permits or regulations, and/or that does not comply with the Waste Generator's Waste Profile (e.g., manifesting errors, contamination resulting from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a "Notice to Transport").
33. Upon delivery to the Contractor's facility, if the loaded transport vehicle, containers or waste do not conform to the requirements of the treatment facility's licenses or permits, or DOT, Title 49 CFR – Transportation the Waste Generator's Waste profile, or arrive damaged or unusually difficult to unload, the Contractor shall notify the Ordering Activity/Waste Generator within 24 hours by telephone (to be followed by written notification within 48 hours) of the discovery for negotiation of a resolution. Non-conforming items may be identified upon receipt of the transport vehicle, during or after unloading, during sampling and/or treatment. Resolution may be, but is not limited to, the following:
  - a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.
  - b. The Ordering Activity/Waste Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator's expense.
  - c. Ordering Activity/Waste Generator may direct an alternative course of action.
  - d. Either party may negotiate a rejection of the shipment.

- e. The costs incidental to returning the shipment shall be borne by the Ordering Activity/Waste Generator.
  - f. The parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the provisions of this BOA.
34. Any waste or material that fails to meet disposal facility WAC and/or Land Disposal Restrictions after treatment (MLLW only), as determined by the DCO, shall be retreated by the Contractor at no additional cost to DOE until the waste qualifies for disposal. If all reasonable attempts to reprocess the waste fail, the contractor shall prepare the waste for return to DOE for storage. The Contractor shall bear all processing expense for any waste that the Contractor is unable to treat. The Contractor shall refund any partial payment that may have been paid within ten days of shipment of the waste to the Waste Generator.

In the case where the Ordering Activity/Waste Generator is at fault for inadequate or faulty waste characterization data, as determined by the DCO, the Ordering Activity/Waste Generator is responsible for costs to further characterize and treat the waste. The Ordering Activity/Waste Generator may request that the Contractor return the waste to the originating site, with associated waste data, or to some mutually agreed-to destination, at the Ordering Activity/Waste Generator's expense.

### **C.03.2 BULK SURVEY FOR RELEASE SERVICES**

The purpose of this section is to provide comprehensive task-based service for disposal of materials with extremely low levels of radioactive contamination. Bulk Survey for Release (BSFR) Services is developed in order to have a standardized process to analyze materials with extremely low levels of radioactive contamination for disposal in specified landfills. These levels of contamination, while detectable with modern equipment, pose no hazard to human health or the environment, as determined by the licensing authority.

Bulk Survey for Release (BSFR) is a term for a licensed process that has been approved by the Contractor's radioactive material regulators to allow the disposal of materials with extremely low levels of radioactive contamination specified landfills. Materials that are candidates for the BSFR program are of such low levels regulatory entities have exempted them from further regulation as a radioactive material and allow their unrestricted disposal.

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

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

DOE recognizes Atomic Energy Act (AEA) authority equivalencies for activities regulated by the Nuclear Regulatory Commission (NRC) or regulated by an NRC Agreement State under NRC

AEA delegated authorities including the authorized release process. DOE will perform an initial evaluation of the BSFR program as part of the initial contract award and subsequently afterwards under the DOECAP audits annually. The Contractor shall submit sufficient documentation for DOE to evaluate the adequacy of their BSFR program during these evaluations.

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

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

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

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

Licenses, Permits and Regulatory:

1. The Contractor shall furnish all personnel, labor, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this BOA and/or any order as furnished by the Ordering Activity/Waste Generator) and otherwise do all things necessary, with the exception of review and approval of authorized limits which will be done by DOE, for the release of material to qualified landfills.
2. The Contractor shall possess, maintain, and keep current appropriate licenses and permits as required by Federal, state and local laws and ordinances that enable BSFR. All waste shall be released in accordance with applicable laws, regulations, and DOE Orders (e.g., Section J, DOE Order 435.1 *Chg. 1 Radioactive Waste Management*, and DOE Order 458.1, *Radiation Protection of the Public and the Environment, Section 4.k, as applicable*). BSFR waste shall meet the waste acceptance criteria of the designated landfill.
3. The Contractor shall, without additional expense to the Government, be responsible for complying with any Federal, state, and municipal laws, codes, and regulations applicable for the facilities and equipment required to accomplish the applicable scope of work.
4. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits.

Title:

5. Title to the material shall pass to the Contractor upon the Contractor's issuance of a "Certification of Release," regardless of when or where the Contractor takes physical possession. Title and all other incidents to the material shall thereupon transfer from the Ordering Activity/Waste Generator and shall be held by the Contractor. The Ordering Activity/Waste Generator shall have no rights to recovery of any material contained in the waste material nor any credit for its potential value, unless specifically specified in the Task Order. Documentation shall be provided to the Ordering Activity/Waste Generator and the DCO within 15 days after approval.
6. All invoices for BSFR services must be submitted with a certificate of disposal from the receiving disposal facility; and a signed statement from the Contractor stating that all BSFR waste received at their facility under the task order has been compliantly transferred to that disposal facility per their approved BSFR program.

Transportation:

7. The Ordering Activity/Waste Generator is responsible for the transportation of the waste unless otherwise specified, in the Task Order as part of Ancillary Services.
8. All LLW and MLLW material shipped from the Ordering Activity/Waste Generator on an individual shipping manifest shall be considered a "shipment" under the terms of a Task Order.
9. Upon acceptance and/or approval of waste generator supplied information specific to the waste stream to be accepted by the waste treatment provider under this BOA, the Contractor will issue a Notice to Transport to the waste generator within 5 days.
10. The Contractor shall provide services to survey vehicles used to transport the wastes to and from the Contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure. The Contractor shall perform exposure, release decontamination and transportation surveys in accordance with its Radioactive Material License and 49 CFR – Transportation, and vehicles shall be certified free of contamination exceeding release criteria. The Contractor shall maintain a record of all surveys. A copy shall be forwarded to the DCO and the waste generator shipping the waste upon request. Any vehicle contamination will be reported to the Ordering Activity/Waste Generator and DCO within 24 hours of detection for determination of corrective action prior to decontamination and delivery vehicle release. Copies of survey reports shall be forwarded to the Ordering Activity/Waste Generator and DCO in cases where readings are above the Contractor's Radioactive Material License or DOT release criteria.
11. The Contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider.

Receipt of Low Level and Mixed Low Level Waste:

12. The Contractor shall provide a Shipment Delivery Scheduler point of contact for scheduling shipments from the Ordering Activity/Waste Generators and for receipt of the DOT advanced shipment notifications. The Shipment Delivery Scheduler is documented in Section G,

*Contract Administration Data.* The shipment documentation required under the Task Orders includes:

- a. Notice of Delivery: Not less than 5 working days prior to the shipping date of each waste stream shipment, the Contractor will be provided the following from the Ordering Activity/Waste Generator:
  - (1) The 5 Working Day Shipment Notification form;
  - (2) The Special Nuclear Material Exemption Certification form, if applicable (required when U-235, U-233, Pu-236, and Pu-238 through Pu-244 are present in the waste);
  - (3) A copy of the Waste Profile form for each waste stream to be released;
  - (4) A copy of the Waste Shipment Manifest documentation, e.g., (NRC Forms 540 (Uniform Low-Level Radioactive Waste Manifest (Shipping Paper)), 541 (Uniform Low-Level Radioactive Waste Manifest (Container and Waste Description)), 542 (Uniform Low-Level Radioactive Waste Manifest (Manifest Index and Regional Compact Tabulation)), DOE and State forms.
- b. Arrival Confirmation: Upon receipt of the above items, the Shipment Delivery Scheduler shall provide to the Ordering Activity/Waste Generator and DCO a date for delivery of the shipment and an Arrival Confirmation Number.

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

13. The Contractor shall unload the LLW using appropriate safety standards, guidelines, facility procedures and in accordance with its licenses, permits, and Federal, state, and local laws and ordinances.
14. In the event that the Contractor discovers that the transportation vehicle, rail car, containers, packaging, and/or markings of the delivered waste material has failed to meet the U.S. DOT requirements under Title 49 CFR – Transportation, or any other applicable requirements, the Contractor shall document the infraction and notify the Ordering Activity/Waste Generator and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance.

Operations:

15. The Contractor shall complete all appropriate BSFR functions within the prices established in the resulting Task Orders while adhering to schedule requirements and all applicable DOE and regulatory requirements.
16. All commercial TSDFs are required to be audited annually in accordance with DOE Order 435.1, *Chg. 1 Radioactive Waste Management*, or equivalent (currently most facilities performing services for DOE rely on the DOECAP). DOECAP may also be used as the vehicle for other DOE or EM reviews deemed appropriate or required. The Contractor shall allow reasonable site access to personnel for these purposes. Any costs shall be included in the resulting Task Order's prices.
17. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of the Task Order. Notification of existing damage to

conveyances received under this BOA shall be provided to the Ordering Activity/Waste Generator and the DCO within 24 hours of the incident. Contractor notification as required by this paragraph, may be issued by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.

18. The Contractor shall properly treat and dispose of all byproduct, residual and secondary waste (if any) in compliance with Federal and state regulations and permits and DOE authorized limits. These costs shall be included in the resulting Task Order's prices.

Reporting Requirements:

19. Upon requested, all documentation, records, and modifications, shall be submitted to the DCO within 48 hours.
20. The Contractor shall promptly (within 48 hours) respond to questions regarding documentation and reports. Any associated costs shall be included in the resulting Task Order's prices.
21. Upon request, the Contractor shall provide the Ordering Activity/Waste Generator or DCO with a copy of the Certification of Release.
22. As requested by the DCO, the Contractor shall provide complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, Waste Acceptance Criteria (WAC), and any other authorizations, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc., documenting that the Contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this BOA.
23. For laboratories not previously approved by DOE, the Contractor shall provide copies to the Ordering Activity/Waste Generator, within 10 days of request, of the current radioactive material licenses and most recent Audit Report supporting BSFR as well as any required special certifications showing that the laboratory is qualified to perform the analysis. Any subsequent revisions to these requirements shall be supplied to the DCO, where applicable, within 10 days of the revision approval.
24. For all NOV's issued by regulatory agencies that may impact release of waste, the Contractor shall verbally notify the DCO within 24 hours. If any DOE waste stream is involved or impacted, the Contractor will provide the NOV documentation. DOE will consider and handle this information as Business Sensitive.
25. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 48 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.
26. On an annual basis, the Contractor shall provide a Report to the CO and the EM Office of Disposal Operations (EM-31) and the Office of Disposition Planning and Policy (EM-32) documenting the following. A Final Summary Report shall be provided to the CO within 30 days after completion all of task orders issued under of this BOA and shall contain:

- a. Monthly waste shipments including weights, volumes, source of material, and disposition of the material.
- b. Any material, including weights volume and source, received that did not meet the BSFR requirements, and the disposition of the material.

Nonconformance:

27. The Contractor shall have no obligation to receive, handle, store, or release any nonconforming waste material delivered to the Contractor's facility which is defined as: material delivered that does not comply with the contractor's licenses, permits or regulations, and/or that does not comply with the Waste Generator's Waste Profile (e.g., manifesting errors, contamination in excess of applicable criteria which may include DOE Order 458.1 levels for release to the public, resulting from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a "Notice to Transport").
28. Upon delivery to the Contractor's facility, if the loaded transport vehicle, containers, or waste do not conform to the requirements of the Contractor's licenses or permits, or DOT, Title 49 CFR – Transportation, the Waste Generator's Waste profile, or arrive damaged or unusually difficult to unload, the Contractor shall notify the Ordering Activity/Waste Generator with 24 hours by telephone (to be followed by written notification within 48 hours) of the discovery for negotiation of a resolution. Non-conforming items may be identified upon receipt of the transport vehicle, during or after unloading, during sampling and/or treatment. Resolution may be, but is not limited to the following:
  - a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.
  - b. The Ordering Activity/Waste Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator's expense.
  - c. Ordering Activity/Waste Generator may direct an alternative course of action.
  - d. Either party may negotiate a rejection of the shipment.
  - e. The costs incidental to returning the shipment shall be borne by the Ordering Activity/Waste Generator.
  - f. The parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the provisions of this BOA.
29. Any waste that fails to meet landfill WAC or applicable DOE authorized limits due to some error, fault or oversight of the Contractor, as determined by the DCO, shall be processed by the Contractor at no additional cost to DOE until the waste qualifies for release or disposal. If all reasonable attempts to process the waste fail, the facility shall prepare the waste for return to DOE for storage. The BSFR facility shall bear all processing expense for any waste that the Contractor is unable to release due to no fault or error of its own. The Contractor shall refund any partial payment that may have been paid within ten days of shipment of the waste to the Ordering Activity/Waste Generator.

If the Contractor cannot release the material to the BSFR criteria and DOE authorized limit if applicable through no fault of the Contractor, as determined by the DCO, the LLW shall be disposed of at an appropriate LLW facility, at DOE's expense, as agreed to by the Ordering Activity/Waste Generator and Contractor. In the case where the Ordering Activity/Waste

Generator is at fault for inadequate or faulty waste characterization data, as determined by the DCO, the Ordering Activity/Waste Generator is responsible for costs to further characterize and treat the waste. The Ordering Activity/Waste Generator may request that the BSFR facility return the waste to the originating site, with associated waste data, or to some mutually agreed-to destination, at the Ordering Activity/Waste Generator's expense.

### **C.03.3 ALTERNATIVE DISPOSITION STRATEGIES (RECYCLE/REUSE)**

The Federal Government, in particular the U.S. Department of Energy, has an indeterminate amount of potentially contaminated radioactive material that could be recycled, reused or disposed as material exempt from the NRC and/or NRC Agreement State's requirements for radioactive waste and which complies with DOE authorized limits if applicable. The material is in the form of small to large pieces of metal, structural steel, equipment and vehicles. The material may be in scrap piles, outside locations and stored in containers, and/or it may be located within underutilized or abandoned facilities.

The Federal Government desires to divest itself of surplus material such as scrap metal, equipment, vehicles, etc., that cannot be made readily available to the general public. The material is believed to have some value to certain commercial enterprises; therefore, the material is not considered waste. The material meets the definition of personal property as stated in the Federal Acquisition Regulation. Some of the material may be radioactively contaminated and regulated under the Atomic Energy Act of 1954, as amended Compliance with the DOE metal moratorium and suspension will be DOE's responsibility, not the Contractor's.

The Contractor shall disposition the material by decontamination, sorting, segregating, or by other means, processing the material at the Contractor's facility (ies). The requirements shall be specified in each task order.

#### Licenses, Permits and Regulatory:

1. The Contractor shall furnish all personnel, labor, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract and/or any order as furnished by the Ordering Activity/material Generator) and otherwise do all things necessary for the release of Material to restricted or unrestricted use per their licenses, permits and DOE requirements in orders 435.1 and 458.1.
2. The Contractor shall possess, maintain and keep current appropriate licenses and permits as required by federal, state and local laws and ordinances that enable recycle or reuse. All materials shall be released in accordance with applicable laws, regulations, and DOE Orders.
3. The Contractor shall, without additional expense to the Government, be responsible for complying with any federal, state, and municipal laws, codes, and regulations and DOE Orders applicable to the facilities and equipment required to accomplish the applicable scope of work.
4. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits.
5. When the material subject to transfer is radioactively or potentially contaminated, the Contractor shall comply with Federal requirements for all activities performed at that their

facility. It is anticipated that only minimal decontamination processing to expedite handling, loading, and transporting of the material will be permitted at the federal work site. Material located at the Contractor's facilities shall be managed and regulated in accordance with the terms and conditions of its Nuclear Regulatory Commission (NRC) or NRC Agreement State license.

Title:

6. Title to the material shall pass to the recycle/reuse facility upon the Contractor's issuance of a "Certification of Release," regardless of when or where the facility takes physical possession. Title and all other incidents to the material shall thereupon transfer from the Ordering Activity/material generator and shall be held by the recycle/reuse Contractor. The Ordering Activity/waste generator shall have rights to recovery of any material contained in the waste material and its potential value as specified in the task order. Documentation shall be provided to the Ordering Activity/material generator and the DCO within 15 days after approval.

Transportation:

7. The Ordering Activity/Waste Generator is responsible for the transportation of the material unless otherwise specified, in the Task Order as part of Ancillary Services.
8. All materials shipped from the material generator on an individual shipping manifest shall be considered a "shipment".
9. Upon acceptance and/or approval of material generator supplied information specific to the material stream to be accepted by the waste treatment provider, the Contractor will issue a Notice to Transport to the waste generator within 5 days.
10. The Contractor shall provide services to survey vehicles used to transport the material to and from the Contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure. The Contractor shall perform exposure, release decontamination and transportation surveys in accordance with its Radioactive Material License and 49 CFR – Transportation, and certify meeting release criteria. The Contractor shall maintain a record of all surveys. A copy shall be forwarded to the DCO and the material generator shipping the material upon request. Any vehicle contamination will be reported to the Ordering Activity/Material Generator and DCO within 24 hours of detection for determination of corrective action prior to decontamination and delivery vehicle release. Copies of survey reports shall be forwarded to the Ordering Activity/Material Generator and DCO in cases where readings are above the Contractor's Radioactive Material License or DOT release criteria.
11. The Contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider.

Receipt of Waste and Material:

12. The Contractor shall provide a Shipment Delivery Scheduler point of contact for scheduling shipments from the Ordering Activity/Material Generators and for receipt of the DOT advanced shipment notifications. The Shipment Delivery Scheduler is documented in Section G, *Contract Administration Data*. The shipment documentation required under the Task Orders includes:
- a. Notice of Delivery: Not less than 5 working days prior to the shipping date of each material stream shipment, the Contractor will be provided the following from the Ordering Activity/Material Generator:
    - (1) The 5 Working Day Shipment Notification form;
    - (2) The Special Nuclear Material Exemption Certification form, if applicable (required when U-235, U-233, Pu-236, and Pu-238 through Pu-244 are present in the material);
    - (3) A copy of the Material Profile form for each material stream to be released;
    - (4) A copy of the Shipment Manifest documentation, and DOE and State forms.
  - b. Arrival Confirmation: Upon receipt of the above items, the Shipment Delivery Scheduler shall provide to the Ordering Activity/Material Generator and DCO a date for delivery of the shipment and an Arrival Confirmation Number.

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

13. The Contractor shall unload the material using appropriate safety standards, guidelines, facility procedures and in accordance with its licenses, permits, and Federal, state, and local laws and ordinances.
14. In the event that the Contractor discovers that the transportation vehicle, rail car, containers, packaging, and/or markings of the delivered material has failed to meet the U.S. DOT requirements under Title 49 CFR – Transportation, or any other applicable requirements, the Contractor shall document the infraction and notify the Ordering Activity/Material Generator and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance.

Operations:

15. The Contractor shall complete all appropriate recycle/recuse functions within the prices established in the resulting Task Orders while adhering to schedule requirements and all applicable DOE and regulatory requirements.
16. All commercial TSDFs are required to be audited annually in accordance with DOE Order 435.1 *Chg. 1 Radioactive Waste Management* or equivalent (currently most facilities performing services for DOE rely on the DOECAP). DOECAP may also be used as the vehicle for other DOE or EM reviews deemed appropriate or required. The Contractor shall allow reasonable site access to personnel for these purposes. Any costs shall be included in the resulting Task Order's prices.
17. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of the Task Orders. Notification of existing damage to

- conveyances received shall be provided to the Ordering Activity/ Material Generator, and the DCO within 24 hours of the incident. Contractor notification as required by this paragraph, may be issued by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.
18. The recycle/reuse facility shall properly treat and dispose of all byproduct, residual and secondary waste (if any) in compliance with Federal and state regulations, permits, and Orders. These costs shall be included the resulting Task Order' prices.

Reporting Requirements:

19. Upon request, all documentation, records, and modifications, shall be submitted to the DCO within 48 hours.
20. The Contractor shall promptly (within 48 hours) respond to questions regarding documentation and reports. These associated costs shall be included in the Task Orders' prices.
21. Upon request, the Contractor shall provide the Ordering Activity/Material Generator or DCO a copy of the Certification of Release.
22. As requested by the DCO, the Contractor shall provide complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, Waste Acceptance Criteria (WAC), and any other authorizations, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc., documenting that the contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this BOA.
23. For laboratories not previously approved by DOE, the Contractor shall provide copies to the Ordering Activity/Waste Generator, within 10 days of request, of the current radioactive material licenses and most recent Audit Report supporting recycle/reuse as well as any required special certifications showing that the laboratory is qualified to perform the analysis. Any subsequent revisions to these requirements shall be supplied to the DCO, where applicable, within 10 days of the revision approval.
24. For all NOV's issued by regulatory agencies that may impact release of materials, the Contractor shall verbally notify the DCO within 24 hours. If any DOE material stream is involved or impacted, the Contractor will provide the NOV documentation. DOE will consider and handle this information as Business Sensitive.
25. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 48 hours of discovery of any event or condition impacting the scheduled receipt of material, together with corrective actions planned and information on rescheduling of shipments.
26. On an annual basis, the Contractor shall provide a Report to the CO, the EM Office of Disposal Operations (EM-31), and the Office of Disposition Planning and Policy (EM-32) documenting the following. A Final Summary Report shall be provided within 30 days after completion of this BOA and shall contain:

- a. Monthly waste shipments including weights, volumes, source, radionuclide content/characterization data, any treatment if applicable and the disposition of the material.
- b. Any material received which could not be managed with the alternative disposal strategies available and the disposition of the material.

Nonconformance:

27. The Contractor shall have no obligation to receive, handle, store, or release any nonconforming material delivered to the Contractor's facility which is defined as: material delivered that does not comply with the Contractor's licenses, permits or regulations, and/or that does not comply with the Material Generator's Waste Profile (e.g., manifesting errors, contamination results from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a "Notice to Transport").
28. Upon delivery to the Contractor's facility, if the loaded transport vehicle, containers, or waste do not conform to the requirements of the contractor's licenses or permits, or DOT, Title 49 CFR-Transportation, the Material Generator's Waste profile, or arrive damaged or unusually difficult to unload, the Contractor shall notify the Ordering Activity/ Material Generator with 24 hours by telephone (to be followed by written notification within 48 hours) of the discovery for negotiation of a resolution. Non-conforming items may be identified upon receipt of the transport vehicle, during or after unloading, during sampling and/or treatment. Resolution may be, but is not limited to, the following:
  - a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.
  - b. Ordering Activity/Material Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator's expense.
  - c. Ordering Activity/ Material Generator may direct an alternative course of action.
  - d. Either party may negotiate a rejection of the shipment.
  - e. The costs incidental to returning the shipment shall be borne by the Ordering Activity/ Material Generator.
  - f. The parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the provisions of this BOA.
29. Any material that fails to meet restricted or unrestricted release criteria due to some error, fault or oversight of the recycle/reuse contractor, as determined by the DCO, shall be processed by the recycle/reuse Contractor at no additional cost to DOE until the material waste qualifies for release or disposal. If all reasonable attempts to process the material fail, the contractor shall prepare the material for return to DOE for storage. The recycle/reuse contractor shall bear all processing expense for any material that the contractor is unable to release due to fault or error of its own. The Contractor shall refund any partial payment that may have been paid within ten (10) days of shipment of the waste to the Ordering

Activity/Waste Generator.

If the Contractor, though no fault of its own, cannot release the material to their permit and licensing criteria and DOE Order 458.1 requirements as determined by the DCO, the material shall be managed at an appropriate M/LLW facility, at DOE's expense, as agreed to by the Ordering Activity/Material Generator and the Contractor. In the case where the Ordering Activity/Material Generator is at fault for inadequate or faulty material characterization data, as determined by the DCO, the Ordering Activity/Material Generator is responsible for costs to further characterize and treat the waste. The Ordering Activity/Material Generator may request that the recycle/reuse Contractor return the waste to the originating site, with associated waste data, or to some mutually agreed-to destination, at the Ordering Activity/Material Generator's expense.

#### **C.03.4 LOW ACTIVITY WASTE SERVICES**

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

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

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

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

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

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

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

Licenses, Permits and Regulatory:

1. The Contractor shall furnish all personnel, labor, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this BOA and/or any order as furnished by the Ordering Activity/Waste Generator) and otherwise do all things necessary, with the exception of review and approval of authorized limits which will be done by DOE, for the release of material to qualified landfills.
2. The Contractor shall possess, maintain, and keep current appropriate licenses and permits as required by Federal, state and local laws and ordinances that enable LAW Services. All waste shall be released in accordance with applicable laws, regulations, and DOE Orders (e.g., Section J, DOE Order 435.1 *Chg. 1 Radioactive Waste Management*, and DOE Order 458.1, *Radiation Protection of the Public and the Environment, Section 4.k, as applicable*). LAW shall meet the waste acceptance criteria of the designated landfill.
3. The Contractor shall, without additional expense to the Government, be responsible for complying with any Federal, state, and municipal laws, codes, and regulations applicable for the facilities and equipment required to accomplish the applicable scope of work.
4. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits.

Title:

5. Title to the material shall pass to the Contractor upon the Contractor's issuance of a "Certification of Release," regardless of when or where the Contractor takes physical possession. Title and all other incidents to the material shall thereupon transfer from the Ordering Activity/Waste Generator and shall be held by the Contractor. The Ordering Activity/Waste Generator shall have no rights to recovery of any material contained in the waste material nor any credit for its potential value, unless specifically specified in the Task Order. Documentation shall be provided to the Ordering Activity/Waste Generator and the DCO within 15 days after approval.
6. All invoices for LAW Services must be submitted with a certificate of disposal from the receiving disposal facility; and a signed statement from the Contractor stating that all LAW received at their facility under the task order has been compliantly transferred to that disposal facility per their approved LAW program.

Transportation:

7. The Ordering Activity/Waste Generator is responsible for the transportation of the waste unless otherwise specified, in the Task Order as part of Ancillary Services.

8. All LAW material shipped from the Ordering Activity/Waste Generator on an individual shipping manifest shall be considered a “shipment” under the terms of a Task Order.
9. Upon acceptance and/or approval of waste generator supplied information specific to the waste stream to be accepted by the waste treatment provider under this BOA, the Contractor will issue a Notice to Transport to the waste generator within 5 days.
10. The Contractor shall provide services to survey vehicles used to transport the wastes to and from the Contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure. The Contractor shall perform exposure, release decontamination and transportation surveys in accordance with its Radioactive Material License and 49 CFR – Transportation, and vehicles shall be certified free of contamination exceeding release criteria. The Contractor shall maintain a record of all surveys. A copy shall be forwarded to the DCO and the waste generator shipping the waste upon request. Any vehicle contamination will be reported to the Ordering Activity/Waste Generator and DCO within 24 hours of detection for determination of corrective action prior to decontamination and delivery vehicle release. Copies of survey reports shall be forwarded to the Ordering Activity/Waste Generator and DCO in cases where readings are above the Contractor's Radioactive Material License or DOT release criteria.
11. The Contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider.

Receipt of Low Level and Mixed Low Level Waste:

12. The Contractor shall provide a Shipment Delivery Scheduler point of contact for scheduling shipments from the Ordering Activity/Waste Generators and for receipt of the DOT advanced shipment notifications. The Shipment Delivery Scheduler is documented in Section G, *Contract Administration Data*. The shipment documentation required under the Task Orders includes:
  - a. Notice of Delivery: Not less than 5 working days prior to the shipping date of each waste stream shipment, the Contractor will be provided the following from the Ordering Activity/Waste Generator:
    - (1) The 5 Working Day Shipment Notification form;
    - (2) The Special Nuclear Material Exemption Certification form, if applicable (required when U-235, U-233, Pu-236, and Pu-238 through Pu-244 are present in the waste);
    - (3) A copy of the Waste Profile form for each waste stream to be released;
    - (4) A copy of the Waste Shipment Manifest documentation, e.g., (NRC Forms 540 (Uniform Low-Level Radioactive Waste Manifest (Shipping Paper)), 541 (Uniform Low-Level Radioactive Waste Manifest (Container and Waste Description)), 542 (Uniform Low-Level Radioactive Waste Manifest (Manifest Index and Regional Compact Tabulation)), DOE and State forms.
  - b. Arrival Confirmation: Upon receipt of the above items, the Shipment Delivery Scheduler shall provide to the Ordering Activity/Waste Generator and DCO a date for delivery of the shipment and an Arrival Confirmation Number.

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

13. The Contractor shall unload the LAW using appropriate safety standards, guidelines, facility procedures and in accordance with its licenses, permits, and Federal, state, and local laws and ordinances.
14. In the event that the Contractor discovers that the transportation vehicle, rail car, containers, packaging, and/or markings of the delivered waste material has failed to meet the U.S. DOT requirements under Title 49 CFR – Transportation, or any other applicable requirements, the Contractor shall document the infraction and notify the Ordering Activity/Waste Generator and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance.

Operations:

15. The Contractor shall complete all appropriate LAW services functions within the prices established in the resulting Task Orders while adhering to schedule requirements and all applicable DOE and regulatory requirements.
16. All commercial TSDFs are required to be audited annually in accordance with DOE Order 435.1, *Chg. 1 Radioactive Waste Management*, or equivalent (currently most facilities performing services for DOE rely on the DOECAP). DOECAP may also be used as the vehicle for other DOE or EM reviews deemed appropriate or required. The Contractor shall allow reasonable site access to personnel for these purposes. Any costs shall be included in the resulting Task Order's prices.
17. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of the Task Order. Notification of existing damage to conveyances received under this BOA shall be provided to the Ordering Activity/Waste Generator and the DCO within 24 hours of the incident. Contractor notification as required by this paragraph, may be issued by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.
18. The LAW Services Contractor shall properly treat and dispose of all byproduct, residual and secondary waste (if any) in compliance with Federal and state regulations and permits and DOE authorized limits. These costs shall be included in the resulting Task Order's prices.

Reporting Requirements:

19. Upon requested, all documentation, records, and modifications, shall be submitted to the DCO within 48 hours.
20. The Contractor shall promptly (within 48 hours) respond to questions regarding documentation and reports. Any associated costs shall be included in the resulting Task Order's prices.
21. Upon request, the Contractor shall provide the Ordering Activity/Waste Generator or DCO with a copy of the Certification of Release and Certificate of Disposal, as applicable.

22. As requested by the DCO, the Contractor shall provide complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, Waste Acceptance Criteria (WAC), and any other authorizations, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc., documenting that the Contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this BOA.
23. For laboratories not previously approved by DOE, the Contractor shall provide copies to the Ordering Activity/Waste Generator, within 10 days of request, of the current radioactive material licenses and most recent Audit Report supporting LAW Services as well as any required special certifications showing that the laboratory is qualified to perform the analysis. Any subsequent revisions to these requirements shall be supplied to the DCO, where applicable, within 10 days of the revision approval.
24. For all NOV's issued by regulatory agencies that may impact release of waste, the Contractor shall verbally notify the DCO within 24 hours. If any DOE waste stream is involved or impacted, the Contractor will provide the NOV documentation. DOE will consider and handle this information as Business Sensitive.
25. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 48 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.
26. On an annual basis, the Contractor shall provide a Report to the CO and the EM Office of Disposal Operations (EM-31) and the Office of Disposition Planning and Policy (EM-32) documenting the following. A Final Summary Report shall be provided to the CO within 30 days after completion all of task orders issued under of this BOA and shall contain:
  - a. Monthly waste shipments including weights, volumes, source of material, and disposition of the material.
  - b. Any material, including weights volume and source, received that did not meet the LAW Services requirements, and the disposition of the material.

Nonconformance:

27. The Contractor shall have no obligation to receive, handle, store, or release any nonconforming waste material delivered to the Contractor's facility which is defined as: material delivered that does not comply with the contractor's licenses, permits or regulations, and/or that does not comply with the Waste Generator's Waste Profile (e.g., manifesting errors, contamination in excess of applicable criteria which may include DOE Order 458.1 levels for release to the public, resulting from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a “Notice to Transport”).
28. Upon delivery to the Contractor's facility, if the loaded transport vehicle, containers, or waste do not conform to the requirements of the Contractor's licenses or permits, or DOT, Title 49 CFR – Transportation, the Waste Generator's Waste profile, or arrive damaged or unusually difficult to unload, the Contractor shall notify the Ordering Activity/Waste Generator with 24

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

- a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.
  - b. The Ordering Activity/Waste Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator's expense.
  - c. Ordering Activity/Waste Generator may direct an alternative course of action.
  - d. Either party may negotiate a rejection of the shipment.
  - e. The costs incidental to returning the shipment shall be borne by the Ordering Activity/Waste Generator.
  - f. The parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the provisions of this BOA.
29. Any waste that fails to meet landfill WAC or applicable DOE authorized limits due to some error, fault or oversight of the LAW Services Contractor, as determined by the DCO, shall be processed by the LAW Contractor at no additional cost to DOE until the waste qualifies for release or disposal. If all reasonable attempts to process the waste fail, the facility shall prepare the waste for return to DOE for storage. The LAW Services Contractor shall bear all processing expense for any waste that the Contractor is unable to release due to no fault or error of its own. The Contractor shall refund any partial payment that may have been paid within ten days of shipment of the waste to the Ordering Activity/Waste Generator.

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

### **C.03.5 ANCILLARY SERVICES:**

The Contractor shall provide task-based treatment support services, including, but not limited to: minor activities to address package non-compliances, interim storage, transportation services, regulatory report writing, data analysis, waste profiles, variance requests, assessments, verification, technical oversight of MLLW/LLW activities, and technical support and material/waste processing for Authorized Release in accordance with *DOE Order 458.1 Admin Chg. 3, Radiation Protection of the Public and the Environment* (this may include developing necessary documentation for waste characterization and disposal planning, receiving required DOE concurrences and approvals, sampling the waste, performing analyses to justify release, etc.). The Ordering Activity/Waste Generator will specify requirements at the Task Order level, which may include disposal services (as discussed in C.03.5.1 below).

#### **C.03.5.1 DISPOSAL SERVICES**

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

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

#### **C.04 ACRONYMS**

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

SAP      Sampling and Analysis Plans  
TSCA     Toxic Substances Control Act  
TSDFs    Treatment, Storage and Disposal Facilities  
WAC      Waste Acceptance Criteria