

**SECTION A**

**Agreement Form**

**BASIC ORDERING AGREEMENT FOR  
NATIONWIDE LOW-LEVEL AND MIXED LOW-LEVEL WASTE TREATMENT  
SERVICES**

BETWEEN THE  
UNITED STATES DEPARTMENT OF ENERGY  
ENVIRONMENTAL MANAGEMENT CONSOLIDATED BUSINESS CENTER  
AND  
NAC Philotechnics, Ltd.

This Basic Ordering Agreement (Agreement) is entered into as of 8/28/25, between the Department of Energy (DOE) Environmental Management Consolidated Business Center (EMCBC), represented by the Contracting Officer executing this Agreement, and NAC Philotechnics, Ltd., represented by Brian Morris.

This Agreement incorporates the terms and conditions of sections B-J that follow. The participating company will be eligible to participate in Requests for Task Proposals (RTP) issued by Authorized Users commensurate with an effective date of December 3, 2025. The terms and conditions of the Agreement shall be incorporated into each order placed (issued pursuant to an RTP) at the time of issuance. This Agreement will be reviewed annually by the Contracting Officer before the anniversary of the effective date. Changes made to the Agreement, its sections, or other terms and conditions, must be accomplished by modifications to this Agreement, and those modifications must be accepted by NAC Philotechnics, Ltd., for continued participation in this Agreement. Modifications to this Agreement do not affect orders previously issued under it. Participation in this Agreement shall last from an effective date of December 3, 2025 through December 2, 2030, unless terminated by either party 30 days after submitting a written notification to terminate the Agreement.

An executed copy of the Agreement will be returned to the BOA Holder (Contractor) by the Contracting Officer.

Signature Blocks:

	
Brian Morris Director of Business Services NAC Philotechnics, Ltd.,	Lori Sehlhorst Contracting Officer DOE EMCBC

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## **SECTION B**

### **Supplies or Services/Prices**

#### **B.1 SUMMARY OF BASIC ORDERING AGREEMENT**

This is NOT a contract as defined by FAR 2.101. This Basic Ordering Agreement (BOA) is a written instrument of understanding negotiated between the Government and the Contractor that allow for Firm Fixed Price (FFP) Task Orders, Fixed Unit Rate Task Orders, or Time and Materials (T&M) Task Orders to be placed on a competitive basis. FFP Task Orders are considered the most beneficial to the Government. Fixed Unit rate Task Orders, when it is possible to establish Fixed Unit rates, provide flexibility to the Government. T&M Task Orders are considered to be least preferred Task Order type for this acquisition but may be used under limited circumstances where the waste cannot be identified prior to Task Order issuance. The use of T&M Task Orders must be approved by the Designated Contracting Officer (DCO) for the Task Order before issuance.

There is no guaranteed minimum dollar amount or volume of work that is associated with this agreement. If issued, individual orders will have a range of waste quantities and associated dollar values. If and when an order is placed against this BOA and accepted by the Contractor, the terms and conditions provided and agreed to herein will become binding on the individual order.

The BOA between DOE and the Contractor is for the purpose of providing the treatment services for one or more of the waste types described within the Section C Performance Work Statement (PWS). DOE also requires the performance of other ancillary waste services such as Bulk Survey for Release (BSFR) and Low Activity Waste (LAW) services. The required minimal technical qualifications include applicable, current, valid licenses, permits or authorizations to commercially treat, handle, store and manage radioactive waste; and ownership and availability of a commercially licensed treatment facility.

Waste material to be treated originates from Federal activities and is derived from operational processes, clean-up, and remediation activities. These services support the Office of Environmental Management (EM) mission of safely completing the cleanup of the environmental legacy brought about from five decades of nuclear weapons development and Government-sponsored nuclear energy research.

#### **B.2 APPROVED WASTE TYPES**

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

- C.4.1 Low-Level Waste (LLW)/Mixed Low-Level Waste (MLLW) - (*LLW only*)
- C.4.3 Alternative Disposition Strategies (Recycle/Reuse)
- C.4.5 Ancillary Services

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

### **B.3 PRICE**

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

### **B.4 OBLIGATION OF FUNDS**

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

### **B.5 LIMITATION OF GOVERNMENT'S OBLIGATION (REVISED) (APPLIES TO FIXED PRICE TASK ORDERS ONLY)**

- (a) This BOA allows for fixed-price Task Orders that have FAR fixed prices and contract terms and conditions, with the exceptions that: fixed-price Task Orders may be incrementally funded; and if a Task Order is incrementally funded, in the event of termination before it is fully funded the Government's maximum liability for the Task Order will be the lower of the amount of funds allotted to the Task Order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause. For each Task Order there is:
- (1) a fixed price for the action;
  - (2) a fixed amount of work that corresponds to the fixed price;
  - (3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;
  - (4) no Government obligation to the Contractor until the Government allots funds to the Task Order for the action;
  - (5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
  - (6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.
- (b) For each Task Order:

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- (1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the Task Order;
  - (2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price Task Orders:
    - (i) the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
    - (ii) the specific risk that in the event of termination of an incrementally funded Task Order before the Task Order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause would allow. The maximum Government obligation for a fixed-price Task Order is the allotted funds for the Task Order, as a result the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause would allow.
  - (3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the Task Order for the services;
  - (4) if funds become available and the Government's need continues, the Government will allot funds periodically to the Task Order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
  - (5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the Task Order, and in accordance with the delivery schedule identified in the Task Order, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.
- (c) For each Task Order:
- (1) The fixed price (of the entire Task Order and of the current cumulative amount of funds allotted to the Task Order at any time during Task Order performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
  - (2) The Task Order places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and

- (3) If the Government meets the entire Planned Funding Schedule,
- (i) the cumulative amount of funds allotted will equal the Task Order's fixed price and
  - (ii) the Contractor must provide the work the Task Order requires.
- (d) Reserved.
- (e) The Planned Funding Schedule for each Task Order is in paragraph (n) of this clause. The sum of the planned funding for each Task Order equals the fixed price of the Task Order.
- (f) The Actual Funding Schedule for each Task Order is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government, and the work to be performed for the funds allotted.
- (1) The Contractor may bill against Task Order only after the Government has allotted funds to the Task Order and the Contractor has delivered the services and earned amounts payable for the Task Order.
- (i) The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
  - (ii) If the Contractor does not perform the Task Order's requirements for Task Order, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of the Task Order the Government is allotting funds to the Task Order per or earlier than the Planned Funding Schedule, the Task Order to that point will be considered a simple fixed-price Task Order regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
- (1) The Government's and the Contractor's obligations under the Task Order—with the exception that the Government's obligation for the Task Order is limited to the total amount of funds allotted by the Government to the Task Order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the Task Order were both fixed price and fully funded at time of execution, that is, the Contractor agrees that: it will perform the work for that Task Order; and neither the fixed-price for the Task Order nor any other term or condition will be affected due to the Task Order being incrementally funded.
- (i) The Contractor agrees, for example, if the Government allots funds to a Task Order per or earlier than all of the funding dates in the Planned Funding Schedule for the Task Order, the Government has met all of its obligations just as if the Task Order were fully funded as of the time of execution and the Contractor retains all of its obligations as if the Task Order were fully funded as of the time of execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the

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Government equals the total amount allotted to the Task Order; consequently, if the Contractor earns amounts payable at any time in performing work for the Task Order that exceed the total amount of funds allotted by the Government to the Task Order:

- (A) it (not the Government) will be liable for those excess amounts payable
  - (B) it will remain liable for its obligations under every term or condition of the Task Order and
  - (C) if it fulfills all of its obligations for that Task Order and the Government allots funds to the Task Order equal to the Task Order's fixed price, the Government will pay it the fixed price for the Task Order and no more.
- (ii) The Contractor also agrees, for example, if the Government allots funds to a Task Order by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point as if the Task Order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the Task Order were fully funded; consequently, if the Government subsequently terminates the Task Order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause.
- (h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the Task Order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the Task Order by the Government.
- (1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
  - (2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the Task Order.
  - (3) The Government may require the Contractor to continue performance of that Task Order for as long as the Government allots funds for that Task Order sufficient to cover the amount payable for that Task Order.
- (i) If the Government does not allot funds to a Task Order per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and:
- (1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to that Task Order;

- (2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the Task Order;
- (3) if the Government subsequently terminates the Task Order, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the Task Order; or the amount payable per the Termination for Convenience (Fixed-Price) clause.
- (j) Except as required by either other provisions specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral modifications specifically citing and stated to be an exception to this clause, for the Task Order:
- (1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to the Task Order; and
- (2) The Contractor is not obligated to continue performance under the Task Order or earn amounts payable in excess of the amount allotted to the Task Order by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the Task Order.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to a Task Order, which will remain at all times the Government's maximum liability for a Task Order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a Task Order in excess of the total amount allotted by the Government to a Task Order, whether earned during the course of the Task Order or as a result of termination.
- (l) Change orders, equitable adjustments, unilateral or bilateral modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a Task Order unless they contain a statement increasing the amount allotted.
- (m) Nothing in this clause shall affect the right of the Government to terminate a Task Order for convenience or default.
- (n) Planned Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order]:

CLIN	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished
CLIN = Contract Line Item Number					

(o) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced Task Order to account for incrementally funded FFP CLINs:

CLIN [TBD in each Task Order]:

CLIN	Date	Funds Allotted	Work To Be Accomplished	Cumulative Funds Allotted	Cumulative Work To Be Accomplished
CLIN = Contract Line Item Number					

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**SECTION C**

**DESCRIPTION/SPECIFICATIONS (PERFORMANCE WORK  
STATEMENT)**

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**C.1 BACKGROUND**

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

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

LLW can be segmented into waste categories of Class A, Class B, Class C and Greater-Than-Class C (GTCC). These classifications are defined in the Nuclear Regulatory Commission

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

## C.2 OBJECTIVES

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

1. LLW and MLLW (including reactive metals such as lithium batteries, sodium bearing waste) Treatment services;
2. BSFR services in accordance with NRC or Agreement State requirements;
3. Development and assessment of alternative disposition strategies;
4. LAW services; and
5. Ancillary services that aid in the treatment and processing of waste, such as transportation and packaging from the point of origin to the destination (treatment facility, disposal site, or return to the generator) as a turnkey service.

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

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

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

contained in the material. The materials evaluated for alternative disposition strategies may contain chemicals as well as radioactive material.

Ancillary Services include, but are not limited to interim storage, transportation services, regulatory report writing, data analysis, assessments, verification services, preparation of presentations, variance requests, waste profiles, and technical oversight of MLLW/LLW activities. These services also may include aiding DOE in the establishment of Authorized Limits for the release of materials that contained radioactivity, and commercial treatment and disposal exemptions.

The Contractor performing services under this BOA is authorized to use the DOE LLW/MLLW Disposal IDIQ contracts to provide turnkey services by transporting DOE materials/waste from the originating site to its treatment/processing facilities then to a waste disposal or storage facility, or a site that reuses or recycles the DOE materials/waste.

### **C.3 REGULATORY FRAMEWORKS**

The Contractor shall possess, maintain, and operate in accordance with appropriate licenses, permits or authorizations as required by federal, state and local laws and ordinances that enable receipt, storage and commercial treatment of LLW and/or MLLW. DOE materials processed under this BOA shall meet specific criteria for the receiving facility. The individual Task Orders will address the acceptance criteria when the materials will be returned to a DOE facility.

### **C.4 REQUIREMENTS**

The Contractor shall provide an operating commercial treatment facility and maintain current radioactive materials license for its operating facility issued by either the Nuclear Regulatory Commission or an authorized Agreement State. The Contractor's facilities shall be fully capable and ready to receive, treat, and release the LLW and MLLW waste types described in this PWS, as well as provide other services including BSFR, Alternative Disposition Strategies (Recycle/Reuse), LAW Services, and ancillary services.

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

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

#### C.4.1 LLW/MLLW Treatment Services

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

1. The Contractor shall perform any assessments, evaluations, and any additional characterization necessary to affect the proposed treatment and processing. The DOE ordering activity will provide all information gathered on the materials or waste so that the Contractor may prepare a Waste Profile Record.
2. Scientifically accepted standards and procedures approved by applicable regulatory authorities shall be used in the formulation of a treatment method adhering to EPA or Agreement State or RCRA authorized State requirements and the requirements of the treatment Contractor's licenses and permits.
3. The treated waste shall comply with the waste acceptance criteria (WAC) identified within the specific task order.
4. The Contractor may be requested to review Ordering Activity/Waste Generator Sampling and Analysis Plans (SAPs) and to determine the acceptability of the waste at its facility, and proposed treatment and/or processing-

#### **Licenses, Permits and Regulatory:**

5. The Contractor shall possess and maintain appropriate licenses and permits as required by federal, state and local laws and ordinances that enable receipt, storage and treatment of LLW and/or MLLW.
6. All waste shall be managed in accordance with applicable laws and regulations. Treated waste shall meet the WAC and the Land Disposal Restriction treatment standards (MLLW only) of the designated disposal facility.
7. The Contractor shall comply with federal, state and local requirements for all activities performed at its facility. It is anticipated that only minimal decontamination processing to expedite handling, loading, and transporting of the material will be permitted at the federal work site. Material located at the Contractor's facilities shall be managed and regulated in accordance with the terms and conditions of its NRC or NRC Agreement State license.

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

**Title to Waste/Material:**

9. Wastes to be treated were generated at Government facilities, or have a nexus under DOE contracts, whereby DOE retains responsibility for the nuclear materials or waste. In this section, "title" includes legal title, risk of loss, and all other incidents of ownership.
10. Responsibility for the waste remains with the Ordering Activity/Waste Generator throughout treatment and transportation to the waste disposal site. For material being sent to a recycle/reuse facility, title will pass upon the Contractor's issuance of a "Certification of Release" regardless of when or where the facility takes physical possession.
11. Characterization and treatment residues are the responsibility (title) of the Contractor to further treat and dispose of unless otherwise explicitly addressed in the Task Order.

**Transportation:**

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

**Receipt of LLW and MLLW:**

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

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

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

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

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

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

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

**Operations:**

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

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Generators, unless specifically permitted in the task order.

21. All commercial Treatment Storage and Disposal Facility (TSDF)s under this BOA are required to be audited annually by DOE and its Contractors who ship waste to the Contractor. Currently most DOE facilities and subcontractors who are needing to perform a review of such commercial facilities rely on the DOE Consolidated Audit Program (DOECAP) as the reviewing activity for DOE. Therefore, the Contractor shall allow reasonable site access to personnel, facilities and records for these purposes. The Contractor shall address each evaluation finding and document corrective action plans for each finding within 30 days of a DOECAP audit.
22. The Contractor shall complete all appropriate treatment, packaging, and certification functions within the provisions established in this BOA and the conditions and pricing in the Task Orders while adhering to schedule requirements and all DOE and regulatory requirements.
23. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of a Task Order. Notification of existing damage to conveyances received shall be provided to the Ordering Activity/Waste Generator, and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance. Notification of damage shall also be provided to the Ordering Activity/Waste Generator and DCO verbally within 24 hours, and in writing within 48 hours of occurrence. Contractor notification as required by this paragraph, may be issued in writing by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.
24. The Contractor shall properly treat and dispose of all byproduct, residual and secondary waste in compliance with federal, state and local regulations and permits.
25. The Contractor shall treat the LLW and/or MLLW, and any secondary waste generated as a result of treatment in accordance with the time limitations specified in the Contractor's permits, licenses, and applicable federal, state and local requirements. The Contractor shall notify the Waste Generator/Ordering Activity in writing at within sixty (60) days prior to exceeding any storage limit. The Contractor shall arrange for a compliant alternate storage location, if required, and shall be responsible for all expenses incurred as a result of transporting and storing DOE's waste until returned to DOE for final disposal. In the case where the treatment Contractor is not at fault, as determined by the DCO, the Ordering Activity/Waste Generator shall be responsible for applicable expenses incurred as a result of the delay.

**Reporting Requirements:**

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

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27. The Contractor shall promptly (within 48 hours) respond, verbally and in writing, to questions regarding documentation as requested by the DCO. Any associated costs shall be included in the Task Order's prices.
28. As requested by the DCO, the Contractor shall provide complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, WAC, and any other authorizations, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc., documenting that the Contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this BOA.
29. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste acceptance criteria. Preferably, the Contractor will use DOE CAP-Accreditation Program laboratories. Reference the Energy.gov Analytical Services Program site for the most recent listing of accredited laboratories (<https://www.energy.gov/ehss/environmental-policy-and-assistance/analytical-services-program>).
30. If providing treatment, processing or disposal services, the Contractor shall participate in the DOE CAP, unless approved to do otherwise in writing by the DCO. For BOA holders without a prior DOE CAP review, or a new service not previously reviewed by DOE CAP, the BOA holder shall allow for an initial review for DOE screening purposes of acceptability of operations to place the Task Order, and for future more in depth review by DOE CAP.
31. Use of non-DOE CAP accredited laboratories shall be at the sole discretion of the CO after consultation with DOE CAP, and the Project Manager. DOE's decision to allow Contractors to use non-DOE CAP accredited laboratories will factor in the ability to ensure the accuracy and defensibility of data generated by the laboratory, and the ability to track the final disposition of laboratory samples.
32. Quarterly, a Status Report, listing any DOT violations, deviated or rejected shipments, and all vehicle contaminations exceeding release criteria, shall be provided to the DCO and Ordering Activity/Waste Generator. The report will document any outstanding issues, corrective actions (e.g., treatment of nonconforming waste for excess moisture) performed by the Contractor, compliance, permitting or regulatory problems and resolution for issues from the previous quarter; and synopses of occurrences or events, which adversely affected treatment operations and their associated impact on operations and scheduled receipt or treatment.
33. For all Notice of Violations (NOVs) issued by regulatory agencies that may impact treatment of waste, the Contractor shall verbally notify the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. If any DOE waste stream is involved or impacted, the Contractor shall provide the NOV documentation. The contractor is responsible for penalties assessed against the government if the contractor is responsible for the violation, as determined by the DCO.



34. The Contractor shall provide reports as specified in individual Task Orders. In addition:
- a. For all awarded Task Orders, the Contractor shall provide an Annual Summary Report if performance under Task Orders occurred within the year, documenting the Contractor's performance under all Task Orders. The report shall be submitted to the BOA CO and the EM Office of Waste Disposal (EM-4.22) utilizing the MS Excel template provided at Section J, Attachment J.3.
  - b. For all awarded Task Orders, the Contractor shall provide a Final Summary Report to the DCO within 30 days after completion of the work certifying that the work is complete, and the waste meets Land Disposal Restriction treatment standards (MLLW only). The report shall include monthly waste shipments identifying weights, volumes, source, radionuclide content/characterization data, treatment methods, issues, certificates of disposal/destruction, and Waste Profile Record results.
35. The Contractor shall have no obligation to receive, handle, store, or treat any nonconforming waste material delivered to the Contractor's facility which is defined as: material delivered that does not comply with the Contractor's licenses, permits or regulations, -profile (e.g., manifesting errors, contamination resulting from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a “Notice to Transport”). Upon receipt of Non-Conformance determinations from the Contractor, the DCO, in consultation with the DCOR, will concur with the determination or issue alternate direction.
36. Upon delivery to the Contractor's facility, if the loaded transport vehicle, containers or waste do not conform to the requirements of the treatment facility's licenses or permits, or DOT Title 49 CFR – Transportation, the Waste Generator's Waste profile, or arrive damaged, the Contractor shall notify the Ordering Activity/Waste Generator within 24 hours by telephone upon discovery, and in writing within 48 hours of the discovery for negotiation of a resolution. Non-conforming items may be identified upon receipt of the transport vehicle, during or after unloading, during sampling and/or treatment. Resolution may be, but is not limited to, the following:
- a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.
  - b. The Ordering Activity/Waste Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator's expense.
  - c. Ordering Activity/Waste Generator may direct an alternative course of action.
  - d. Either party may negotiate a rejection of the shipment.
  - e. After second attempt at treatment and failure to meet Land Disposal Restrictions, the parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the provisions of this BOA.

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

#### **C.4.2 BSFR Services**

The Contractor shall perform comprehensive task-based service for disposal of materials with extremely low levels of radioactive contamination. BSFR Services have a standardized process to analyze materials with extremely low levels of radioactive contamination for disposal in specified permitted landfills. The levels of contamination, while detectable with modern equipment, pose no hazard to human health or the environment, as determined by the licensing authority.

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

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

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

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

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

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

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

**Licenses, Permits and Regulatory:**

1. The Contractor shall possess and maintain appropriate licenses and permits as required by federal, state and local laws and ordinances that enable receipt, storage and treatment of LLW, MLLW and/or BSFR.
2. All waste shall be managed in accordance with applicable laws and regulations.
3. DOE will review and approve authorized limits for BSFR before release of material to approved landfills.
4. All waste shall be released in accordance with applicable laws and regulations. BSFR waste shall meet the waste acceptance criteria of the approved landfill.
5. The Contractor shall comply with federal, state and local requirements for all activities performed at its facility. It is anticipated that only minimal decontamination processing to expedite handling, loading, and transporting of the material will be permitted at the federal work site. Material located at the Contractor's facilities shall be managed and regulated in accordance with the terms and conditions of its NRC or NRC Agreement State license.
6. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits.

**Title to Waste/Material:**

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

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

**Transportation:**

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

**Receipt of Waste**

15. The Contractor's Shipment Delivery Scheduler, responsible for scheduling shipments from the Ordering Activity/Waste Generators and for receipt of the DOT advanced shipment notifications, is identified in Section G, *Administration Data*. The shipment

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documentation required under the Task Orders includes:

a. Notice of Delivery: Not less than 5 working days prior to the shipping date of each waste stream shipment, the Contractor will be provided the following from the Ordering Activity/Waste Generator:

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

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

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

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

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

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

### **Operations:**

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

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20. All commercial TSDFs are required to be audited annually by DOE and its Contractors who ship waste to the Contractor (currently most facilities performing services for DOE rely on the DOECAP). DOECAP may also be used as the vehicle for other DOE or EM reviews deemed appropriate or required. The Contractor shall allow reasonable site access to personnel for these purposes. Any costs shall be included in the Task Order's prices.
21. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of the Task Order. Notification of existing damage to conveyances received under this BOA shall be provided to the Ordering Activity/Waste Generator and the DCO within 24 hours by telephone, and in writing within 48 hours. See requirements under Nonconformance. Notification of damage shall also be provided to the Ordering Activity/Waste Generator and DCO verbally within 24 hours, and in writing within 48 hours of occurrence. Contractor notification as required by this paragraph, may be issued by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.
22. The Contractor shall properly treat and dispose of all byproduct, residual and secondary waste (if any) in compliance with federal, state and local regulations and permits and DOE authorized limits.

**Reporting Requirements:**

23. Upon request, all documentation, records and modifications shall be submitted to the DCO within 48 hours.
24. The Contractor shall promptly (within 48 hours) respond, verbally and in writing, to questions regarding documentation as requested by the DCO.
25. Upon request, the Contractor shall provide the Ordering Activity/Waste Generator or DOC with a copy of the Certification of Release.
26. As requested by the DCO, the Contractor shall provide complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, WAC, and any other authorizations, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc., documenting that the Contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this BOA.
27. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste acceptance criteria. Preferably, the Contractor will use DOECAP-Accreditation Program laboratories. For laboratories not previously approved by DOE, the Contractor shall provide copies to the Ordering Activity/Waste Generator, within 10 days of request, of the current radioactive material licenses and most recent Audit Report supporting BSFR as well as any required special certifications showing that the laboratory is qualified to perform the analysis. Any subsequent revisions to these requirements shall be supplied

to the DCO, where applicable, within 10 days of the revision approval.

28. If providing treatment, processing or disposal services, the Contractor shall participate in the DOECAP, unless approved to do otherwise in writing by the DCO. For BOA holders without a prior DOECAP review, or a new service not previously reviewed by DOECAP, the BOA holder shall allow for an initial review for DOE screening purposes of acceptability of operations to place the Task Order, and for future more in depth review by DOECAP. Preferably, the Contractor will use DOECAP-Accreditation Program laboratories. Reference the Energy.gov Analytical Services Program site for the most recent listing of accredited laboratories (<https://www.energy.gov/ehss/environmental-policy-and-assistance/analytical-services-program>).
29. Any vehicle contamination will be reported to the Ordering Activity/Waste Generator and DCO within 24 hours by telephone upon discovery, and in writing within 48 hours for determination of corrective action prior to decontamination and vehicle release. Copies of vehicle survey reports shall be forwarded to the Ordering Activity/Waste Generator and DCO in cases where readings are above the Contractor's Radioactive Material License or DOT release criteria.
30. For all NOV's issued by regulatory agencies that may impact release of waste, the Contractor shall verbally notify the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. If any DOE waste stream is involved or impacted, the Contractor will provide the NOV documentation. The contractor is responsible for penalties assessed against the government if the contractor is responsible for the violation, as determined by the DCO.
31. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 48 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.
32. The Contractor shall provide reports as specified in individual Task Orders. In addition:
  - a. For all awarded Task Orders, the Contractor shall provide an Annual Summary Report if performance under Task Orders occurred within the year, documenting the Contractor's performance under all Task Orders. The report shall be submitted to the BOA CO and the EM Office of Waste Disposal (EM-4.22) utilizing the MS Excel template provided at Section J, Attachment J.3.
  - b. For all awarded Task Orders, the contractor shall provide a Final Summary Report to the DCO within 30 days after completion of the work. The report shall include monthly waste shipments identifying weights, volumes, source, radionuclide content/characterization data, treatment methods, certificates of disposal/destruction, and Waste Profile Record results. The report shall also include any material, including weights volume and source, received that did not meet the BSFR requirements, and the disposition of the material.

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**Non-Conformance:**

33. Non-conforming waste means waste that is noncompliant with Contractor's license, permits, regulations (whether federal, state, Local), WAC, procedures, or approved waste profile. Upon receipt of Non-Conformance determinations from the Contractor, the DCO, in consultation with the DCOR, will concur with the determination or issue alternate direction.
34. The Contractor shall have no obligation to receive, handle, store, or release any nonconforming waste material delivered to the Contractor's facility which is defined as: material delivered that does not comply with the Contractor's licenses, permits or regulations, and/or that does not comply with the Waste Generator's Waste Profile (e.g., manifesting errors, failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a "Notice to Transport"). Upon receipt of Non-Conformance determinations from the Contractor, the DCO, in consultation with the DCOR, will concur with the determination or issue alternate direction.
35. Upon delivery to the Contractor's facility, if the loaded transport vehicle, containers, or waste do not conform to the requirements of the Contractor's licenses or permits, or DOT, Title 49 CFR – Transportation, the Waste Generator's Waste profile, or arrive damaged, the Contractor shall notify the Ordering Activity/Waste Generator with 24 hours by telephone (to be followed by written notification within 48 hours) of the discovery for negotiation of a resolution. Non-conforming items may be identified upon receipt of the transport vehicle, during or after unloading, during sampling and/or treatment. Resolution may be, but is not limited to the following:
- a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.
  - b. The Ordering Activity/Waste Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator's expense.
  - c. Ordering Activity/Waste Generator may direct an alternative course of action.
  - d. Either party may negotiate a rejection of the shipment.
  - e. The costs incidental to returning the shipment shall be borne by the Ordering Activity/Waste Generator.
  - f. The parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the provisions of this BOA.
36. Any waste that fails to meet landfill WAC or applicable DOE authorized limits due to some error, fault or oversight of the Contractor, as determined by the DCO, shall be processed by the Contractor at no additional cost to DOE until the waste qualifies for release or disposal. If all reasonable attempts to process the waste fail, the facility shall



prepare the waste for return to DOE for storage. For fixed price Task Orders, the Contractor shall bear all processing expense for any waste that the Contractor is unable to treat subsequent to Task Order issuance. After successful treatment by the Contractor's subcontractor/vendor, the Contractor may invoice for the originally negotiated price.

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

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

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

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

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

#### **Licenses, Permits and Regulatory:**

1. The Contractor shall possess and maintain appropriate licenses and permits as required by federal, state and local laws and ordinances that enable recycle or reuse. All materials shall be released in accordance with applicable laws, regulations.
2. The Contractor shall comply with federal, state and local requirements for all activities performed at its facility. It is anticipated that only minimal decontamination processing to expedite handling, loading, and transporting of the material will be permitted at the federal work site. Material located at the Contractor's facilities shall be managed and regulated in accordance with the terms and conditions of its NRC or NRC Agreement State license.
3. Environmental, Safety and Health and Quality Assurance requirements shall apply,

consistent with licenses and permits.

**Title to Waste/Material:**

4. Wastes to be treated were generated at Government facilities, or have a nexus under DOE contracts, whereby DOE retains responsibility for the nuclear materials or waste. Title to the waste shall pass from the Ordering Activity to the recycle/reuse facility upon the Contractor's issuance of a "Certificate of Release," regardless of when or where the facility takes physical possession.
5. The Ordering Activity/waste generator shall have rights to recovery of any material contained in the waste material and its potential value as specified in the Task Order. Documentation shall be provided to the Ordering Activity/material generator and the DCO within 15 days.
6. Characterization and treatment residues are the responsibility (title) of the Contractor to further treat and dispose of unless otherwise explicitly addressed in the Task Order

**Transportation:**

7. The Ordering Activity/Waste Generator is responsible for the transportation of the material unless otherwise specified in the Task Order.
8. All waste or materials shipped from the Ordering Activity/Waste Generator on an individual shipping manifest shall be considered a "shipment".
9. Upon acceptance and/or approval of Ordering Activity/Waste Generator supplied information specific to the waste stream to be accepted by the waste treatment provider, the Contractor will issue a Notice to Transport to the waste generator within five days.
10. The Contractor shall provide services to survey vehicles used to transport the material to and from the Contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure. The Contractor shall perform exposure, release decontamination and transportation surveys in accordance with its Radioactive Material License and 49 CFR – Transportation, and certify meeting release criteria. The Contractor shall maintain a record of all surveys. A copy shall be forwarded to the DCO and the material generator shipping the material upon request.
11. The Contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider. The Contractor shall provide packaging and shipping instructions for transport of the treated waste to the designated destination, in accordance with appropriate laws, regulations and guidelines.

**Receipt of Waste and Material:**

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

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

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

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

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

#### **Operations:**

16. The Contractor shall complete all appropriate recycle/reuse functions within the prices established in the Task Orders while adhering to schedule requirements and all applicable DOE and regulatory requirements.
17. All commercial TSDFs are required to be audited annually (currently most facilities performing services for DOE rely on the DOECAP). DOECAP may also be used as the vehicle for other DOE or EM reviews deemed appropriate or required. The Contractor

shall allow reasonable site access to personnel for these purposes.

18. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste acceptance criteria. Preferably, the Contractor will use DOE CAP-Accreditation Program laboratories.
19. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of the Task Orders. Notification of existing damage to conveyances received shall be provided to the Ordering Activity/ Material Generator, and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance. Notification of damage shall also be provided to the Ordering Activity/Waste Generator and DCO verbally within 24 hours, and in writing within 48 hours of occurrence. Contractor notification as required by this paragraph, may be issued by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.
20. The recycle/reuse facility shall properly treat and dispose of all byproduct, residual and secondary waste (if any) in compliance with federal, state and local regulations and permits.

**Reporting Requirements:**

21. Upon request, all documentation, records, and modifications, shall be submitted to the DCO within 48 hours.
22. The Contractor shall promptly (within 48 hours) respond to questions regarding documentation and reports. These associated costs shall be included in the Task Orders' prices.
23. The Contractor shall provide the Ordering Activity/Material Generator or DCO a copy of the Certification of Release.
24. As requested by the DCO, the Contractor shall provide complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, Waste Acceptance Criteria (WAC), and any other authorizations, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc., documenting that the contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this BOA.
25. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste acceptance criteria. Preferably, the Contractor will use DOE CAP-Accreditation Program laboratories. Reference the Energy.gov Analytical Services Program site for the most recent listing of accredited laboratories (<https://www.energy.gov/ehss/environmental-policy-and-assistance/analytical-services-program>).

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26. Use of non-DOECAP accredited laboratories shall be at the sole discretion of the CO after consultation with DOECAP, and the Project Manager. DOE's decision to allow Contractors to use non-DOECAP accredited laboratories will factor in the ability to ensure the accuracy and defensibility of data generated by the laboratory, and the ability to track the final disposition of laboratory samples.
27. If providing treatment, processing or disposal services, the Contractor shall participate in the DOECAP, unless approved to do otherwise in writing by the DCO. For BOA holders without a prior DOECAP review, or a new service not previously reviewed by DOECAP, the BOA holder shall allow for an initial review for DOE screening purposes of acceptability of operations to place the Task Order, and for future more in depth review by DOECAP.
28. For all NOV's issued by regulatory agencies that may impact release of materials, the Contractor shall verbally notify the DCO within 24 hours upon discovery, and in writing within 48 hours. If any DOE material stream is involved or impacted, the Contractor will provide the NOV documentation. The contractor is responsible for penalties assessed against the government if the contractor is responsible for the violation, as determined by the DCO.
29. Any vehicle contamination will be reported to the Ordering Activity/Material Generator and DCO within 24 hours by telephone upon discovery, and in writing within 48 hours for determination of corrective action prior to decontamination and vehicle release. Copies of survey reports shall be forwarded to the Ordering Activity/Material Generator and DCO in cases where readings are above the Contractor's Radioactive Material License or DOT release criteria.
30. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 24 hours upon discovery, and in writing 48 hours after discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.
31. The Contractor shall provide reports as specified in individual Task Orders. In addition:
- a. For all awarded Task Orders, the Contractor shall provide an Annual Summary Report if performance under Task Orders occurred within the year, documenting the Contractor's performance under all Task Orders. The report shall be submitted to the BOA CO and the EM Office of Waste Disposal (EM-4.22) utilizing the MS Excel template provided at Section J, Attachment J.3.
  - b. For all awarded Task Orders, the contractor shall provide a Final Summary Report to the DCO within 30 days after completion of the work. The report shall include monthly waste shipments identifying weights, volumes, source, radionuclide content/characterization data, treatment methods, certificates of disposal/destruction,

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and Waste Profile Record results.

**Non-Conformance:**

32. Non-conforming waste means waste that is noncompliant with Contractor's license, permits, regulations (whether federal, state, local), WAC, procedures, or approved waste profile. Upon receipt of Non-Conformance determinations from the Contractor, the DCO, in consultation with the DCOR, will concur with the determination or issue alternate direction.
33. The Contractor shall have no obligation to receive, handle, store, or release any nonconforming material delivered to the Contractor's facility which is defined as: material delivered that does not comply with the Contractor's licenses, permits or regulations, and/or that does not comply with the Material Generator's Waste Profile (e.g., manifesting errors, contamination results from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a "Notice to Transport"). Upon receipt of Non-Conformance determinations from the Contractor, the DCO, in consultation with the DCOR, will concur with the determination or issue alternate direction.
34. Upon delivery to the Contractor's facility, if the loaded transport vehicle, containers, or waste do not conform to the requirements of the Contractor's licenses or permits, or DOT, Title 49 CFR-Transportation, the Material Generator's Waste profile, or arrive damaged, the Contractor shall notify the Ordering Activity/ Material Generator with 24 hours by telephone (to be followed by written notification within 48 hours) of the discovery for negotiation of a resolution. Non-conforming items may be identified upon receipt of the transport vehicle, during or after unloading, during sampling and/or treatment. Resolution may be, but is not limited to, the following:
- a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.
  - b. Ordering Activity/Material Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator's expense.
  - c. Ordering Activity/ Material Generator may direct an alternative course of action.
  - d. Either party may negotiate a rejection of the shipment.
  - e. After second attempt at treatment and failure to meet Land Disposal Restrictions, the parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the provisions of this BOA.
34. Any waste or material that fails to meet restricted or unrestricted release criteria due to some error, fault or oversight of the recycle/reuse contractor, as determined by the DCO, shall be processed by the recycle/reuse Contractor at no additional cost to DOE until the material waste qualifies for release or disposal. If all reasonable attempts to process the material fail, the Contractor shall prepare the material for return to DOE for storage. For

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fixed price Task Orders, the Contractor shall bear all processing expense for any waste that the Contractor is unable to treat subsequent to Task Order issuance. After successful treatment by the Contractor's subcontractor/vendor, the Contractor may invoice for the originally negotiated price.

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

#### **C.4.4 LAW Services**

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

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

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

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

- (1) The program, (documented by the Contractor's plans, procedures, protocols and other documents developed to implement the relevant requirements) must be tailored to these activities and reflect a graded approach commensurate with the hazard or risk to the public and the environment resulting from the Contractor's LAW operations.
- (2) Where long-term stewardship and institutional controls for protection of the public and the environment are necessary to meet the specific requirements in the Contractor's license, the Contractor must ensure that the need for the controls is documented and maintained and to the extent the Contractor is responsible, implement the controls. If the Contractor is not responsible for implementation of the controls, the Contractor must provide reasonable assurance that necessary controls are being implemented by the responsible party prior to conducting activities that can affect the public or the environment.

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

**Licenses, Permits and Regulatory:**

1. The Contractor shall possess, and maintain appropriate licenses and permits as required by federal, state and local laws and ordinances that enable LAW Services. All waste shall be released in accordance with applicable laws and regulations. LAW shall meet the waste acceptance criteria of the approved landfill.
2. The Contractor shall, without additional expense to the Government, be responsible for complying with any federal, state, and municipal laws, codes, and regulations applicable for the facilities and equipment required to accomplish the applicable scope of work.
3. The Contractor shall comply with federal, state and local requirements for all activities performed at its facility. It is anticipated that only minimal decontamination processing to expedite handling, loading, and transporting of the material will be permitted at the federal work site. Material located at the Contractor's facilities shall be managed and regulated in accordance with the terms and conditions of its NRC or NRC Agreement State license.
4. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits.

**Title to Waste/Materials:**

5. Wastes to be treated were generated at Government facilities, or have a nexus under DOE contracts, whereby DOE retains responsibility for the nuclear materials or waste.
6. Title to the material shall pass from the Ordering Activity/Waste Generator to the Contractor upon the Contractor's issuance of a "Certification of Release," regardless of



when or where the Contractor takes physical possession. The Ordering Activity/Waste Generator shall have no rights to recovery of any material contained in the waste material nor any credit for its potential value, unless specifically specified in the Task Order. Documentation shall be provided to the Ordering Activity/Waste Generator and the DCO within 15 days.

7. If the Contractor cannot release the material to the LAW criteria and DOE authorized limit if applicable through no fault of the Contractor, as determined by the DCO, the LLW shall be disposed of at an appropriate LLW facility, at DOE's expense, as agreed to by the Ordering Activity/Waste Generator and the LAW Services facility. In the case where the Ordering Activity/Waste Generator is at fault for inadequate or faulty waste characterization data, as determined by the DCO, the Ordering Activity/Waste Generator is responsible for costs to further characterize and treat the waste. The Ordering Activity/Waste Generator may request that the LAW Services facility return the waste to the originating site, with associated waste data, or to some mutually agreed-to destination, at the Ordering Activity/Waste Generator's expense.
8. All invoices for LAW Services must be submitted with a Certificate of Disposal from the receiving disposal facility; and a signed statement from the Contractor stating that all LAW received at its facility under the task order has been compliantly transferred to that disposal facility per its approved LAW program.

**Transportation:**

9. The Ordering Activity/Waste Generator is responsible for the transportation of the waste unless otherwise specified in the Task Order.
10. All waste/ shipped from the Ordering Activity/Waste Generator on an individual shipping manifest shall be considered a "shipment" under the terms of a Task Order.
11. Upon acceptance and/or approval of waste generator supplied information specific to the waste stream to be accepted, the Contractor will issue a Notice to Transport to the waste generator within 5 days.
12. The Contractor shall provide services to survey vehicles used to transport the wastes to and from the Contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure. The Contractor shall perform exposure, release decontamination and transportation surveys in accordance with its Radioactive Material License and 49 CFR – Transportation, and vehicles shall be certified free of contamination exceeding release criteria. The Contractor shall maintain a record of all surveys. A copy shall be forwarded to the DCO and the waste generator shipping the waste upon request.
13. The Contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider. The Contractor shall provide packaging and shipping instructions for transport of the treated waste to the designated destination, in accordance with

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appropriate laws, regulations and guidelines.

**Receipt of LAW:**

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

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

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

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

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

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

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

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

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of shipments. The Contractor shall provide written notification within 48 hours.

**Operations:**

18. The Contractor shall not co-mingle DOE waste with waste from non-DOE Waste Generators. The Contractor shall complete all appropriate LAW services functions within the prices established in the Task Orders while adhering to schedule requirements and all applicable DOE and regulatory requirements.
19. All commercial TSDFs are required to be audited annually (currently most facilities performing services for DOE rely on the DOECAP). DOECAP may also be used as the vehicle for other DOE or EM reviews deemed appropriate or required. The Contractor shall allow reasonable site access to personnel for these purposes.
20. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste acceptance criteria. Preferably, the Contractor will use DOECAP-Accreditation Program laboratories. Use of non-DOECAP accredited laboratories shall be at the sole discretion of the CO after consultation with DOECAP, and the Project Manager. DOE's decision to allow Contractors to use non-DOECAP accredited laboratories will factor in the ability to ensure the accuracy and defensibility of data generated by the laboratory, and the ability to track the final disposition of laboratory samples.
21. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of the Task Order. Notification of existing damage to conveyances received under this BOA shall be provided to the Ordering Activity/Waste Generator and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Nonconformance. Notification of damage shall also be provided to the Ordering Activity/Waste Generator and DCO verbally within 24 hours, and in writing within 48 hours of occurrence. Contractor notification as required by this paragraph, may be issued by e-mail, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.
22. The LAW Services Contractor shall properly treat and dispose of all byproduct, residual and secondary waste (if any) in compliance with Federal and state regulations and permits and DOE authorized limits.

**Reporting Requirements:**

23. Upon requested, all documentation, records, and modifications, shall be submitted to the DCO within 48 hours.
24. The Contractor shall promptly (within 48 hours) respond to questions regarding documentation and reports.

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25. Upon request, the Contractor shall provide the Ordering Activity/Waste Generator or DCO with a copy of the Certification of Release and Certificate of Disposal, as applicable.
26. As requested by the DCO, the Contractor shall provide complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, Waste Acceptance Criteria (WAC), and any other authorizations, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc., documenting that the Contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this BOA.
27. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste acceptance criteria. Preferably, the Contractor will use DOE CAP-Accreditation Program laboratories. Reference the Energy.gov Analytical Services Program site for the most recent listing of accredited laboratories (<https://www.energy.gov/ehss/environmental-policy-and-assistance/analytical-services-program>. )
28. Use of non-DOE CAP accredited laboratories shall be at the sole discretion of the CO after consultation with DOE CAP, and the Project Manager. DOE's decision to allow Contractors to use non-DOE CAP accredited laboratories will factor in the ability to ensure the accuracy and defensibility of data generated by the laboratory, and the ability to track the final disposition of laboratory samples.
29. For all NOV's issued by regulatory agencies that may impact release of waste, the Contractor shall verbally notify the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. If any DOE waste stream is involved or impacted, the Contractor will provide the NOV documentation. The contractor is responsible for penalties assessed against the government if the contractor is responsible for the violation, as determined by the DCO.
30. Any vehicle contamination will be reported to the Ordering Activity/Waste Generator and DCO within 24 hours by telephone upon discovery, and in writing within 48 hours for determination of corrective action prior to decontamination and vehicle release. Copies of survey reports shall be forwarded to the Ordering Activity/Waste Generator and DCO in cases where readings are above the Contractor's Radioactive Material License or DOT release criteria.
31. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 48 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.
32. The Contractor shall provide reports as specified in individual Task Orders. In addition:
- a. For all awarded Task Orders, the Contractor shall provide an Annual Summary Report if performance under Task Orders occurred within the year, documenting the Contractor's performance under all Task Orders. The report shall be submitted

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to the BOA CO and the EM Office of Waste Disposal (EM-4.22) utilizing the MS Excel template provided at Section J, Attachment J.3.

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

**Non-Conformance:**

33. Non-conforming waste means waste that is noncompliant with Contractor's license, permits, regulations (whether federal, state, local), WAC, procedures, or approved waste profile. Such determination shall be made by the DCO.
34. The Contractor shall have no obligation to receive, handle, store, or release any nonconforming waste material delivered to the Contractor's facility which is defined as: material delivered that does not comply with the Contractor's licenses, permits or regulations, and/or that does not comply with the Waste Generator's Waste Profile (e.g., manifesting errors, contamination in excess of applicable criteria levels for release to the public, resulting from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a "Notice to Transport"). Upon receipt of Non-Conformance determinations from the Contractor, the DCO, in consultation with the DCOR, will concur with the determination or issue alternate direction.
35. Upon delivery to the Contractor's facility, if the loaded transport vehicle, containers, or waste do not conform to the requirements of the Contractor's licenses or permits, or DOT, Title 49 CFR – Transportation, the Waste Generator's Waste profile, or arrive damaged, the Contractor shall notify the Ordering Activity/Waste Generator with 24 hours by telephone (to be followed by written notification within 48 hours) of the discovery for negotiation of a resolution. Non-conforming items may be identified upon receipt of the transport vehicle, during or after unloading, during sampling and/or treatment. Resolution may be, but is not limited to the following:
  - a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.
  - b. The Ordering Activity/Waste Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator's expense.
  - c. Ordering Activity/Waste Generator may direct an alternative course of action.
  - d. Either party may negotiate a rejection of the shipment.
  - e. The costs incidental to returning the shipment shall be borne by the Ordering Activity/Waste Generator.
  - f. After second attempt at treatment and failure to meet Land Disposal Restrictions, the parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the

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provisions of this BOA.

36. Any waste that fails to meet landfill WAC or applicable DOE authorized limits due to some error, fault or oversight of the LAW Services Contractor, as determined by the DCO, shall be processed by the Contractor at no additional cost to DOE until the waste qualifies for release or disposal. If all reasonable attempts to process the waste fail, the facility shall prepare the waste for return to DOE for storage. The LAW Services Contractor shall bear all processing expense for any waste that the Contractor is unable to release due to no fault or error of its own. The Contractor shall refund any partial payment that may have been paid within ten days of shipment of the waste to the Ordering Activity/Waste Generator.
37. If the Contractor cannot release the material to the LAW criteria and DOE authorized limit if applicable through no fault of the Contractor, as determined by the DCO, the LLW shall be disposed of at an appropriate LLW facility, at DOE's expense, as agreed to by the Ordering Activity/Waste Generator and the LAW Services facility. In the case where the Ordering Activity/Waste Generator is at fault for inadequate or faulty waste characterization data, as determined by the DCO, the Ordering Activity/Waste Generator is responsible for costs to further characterize and treat the waste. The Ordering Activity/Waste Generator may request that the LAW Services facility return the waste to the originating site, with associated waste data, or to some mutually agreed-to destination, at the Ordering Activity/Waste Generator's expense.

#### **C.4.5 Ancillary Services:**

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

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

Ancillary Services may also include the following:

- I.1 Engineering services for use of, or modification of Safety Analysis Reports for Type B shipping packages.
- I.2 Assistance to DOE for preparation of an Authorized Release (this may include developing necessary documentation for waste characterization and disposal planning)

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receiving required DOE concurrences and approvals, sampling the waste, performing analyses to justify release, etc.). The Ordering Activity/Waste Generator will specify requirements at the Task Order level, which may include disposal services (as discussed in C.4.5.1 below)

**Licenses, Permits and Regulatory:**

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

4. All waste shall be managed in accordance with applicable laws and regulations. Treated waste shall meet the WAC and the Land Disposal Restriction treatment standards (MLLW only) of the designated disposal facility.
5. The Contractor shall comply with federal requirements for all activities performed at its facility. It is anticipated that only minimal decontamination processing to expedite handling, loading, and transporting of the material will be permitted at the federal work site. Material located at the Contractor's facilities shall be managed and regulated in accordance with the terms and conditions of its NRC or NRC Agreement State license.
6. Environmental, Safety and Health and Quality Assurance requirements shall apply, consistent with licenses and permits.

**Title to Waste/Material:**

7. Wastes to be treated were generated at Government facilities, or have a nexus under DOE contracts, whereby DOE retains responsibility for the nuclear materials or waste. In this section, "title" includes legal title, risk of loss, and all other incidents of ownership.
8. Responsibility for the waste remains with the Ordering Activity/Waste Generator throughout treatment and transportation to the waste disposal site. For material being sent to a recycle/reuse facility, title will pass upon the Contractor's issuance of a "Certification of Release" regardless of when or where the facility takes physical possession.
9. Characterization and treatment residues are the responsibility (title) of the Contractor to further treat and dispose of unless otherwise explicitly addressed in the Task Order.

**Transportation:**

10. The Ordering Activity/Waste Generator is responsible for the transportation of the waste unless otherwise specified in the Task Order.
11. All waste/ shipped from the Ordering Activity/Waste Generator on an individual shipping manifest shall be considered a "shipment" under the terms of a Task Order.

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

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



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

16. 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.
17. The Contractor shall verbally notify the affected Ordering Activity/Waste Generator and the DCO within 48 hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments

**Operations:**

- 18 The Contractor shall not co-mingle DOE waste with waste from non-DOE Waste Generators
19. All commercial TSDFs are required to be audited annually. Currently most DOE facilities and subcontractors who are needing to perform a review of such commercial facilities rely on the DOE Consolidated Audit Program (DOECAP) as the reviewing activity for DOE. The Contractor shall allow reasonable site access to personnel, facilities and records for these purposes. The Contractor shall address each evaluation finding and document corrective action plans for each finding within 30 days of a DOECAP audit.
20. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste acceptance criteria. Preferably, the Contractor will use DOECAP-Accreditation Program laboratories.
21. The Contractor shall treat the LLW and/or MLLW, and any secondary waste generated as a result of treatment in accordance with the time limitations specified in the Contractor's permits, licenses, and applicable federal, state and local requirements. The Contractor shall notify the Waste Generator/Ordering Activity in writing within sixty (60) days prior to exceeding any storage limit.
22. The Contractor shall complete all appropriate treatment, packaging, and certification functions within the provisions established in this BOA and the conditions and pricing in the Task Orders while adhering to schedule requirements and all DOE and regulatory requirements.
23. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of a Task Order. Notification of existing damage to

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

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

**Reporting Requirements:**

26. As requested by the DCO, the Contractor shall provide complete documentation of: site permits for storage and treatment of waste, NRC or Agreement State Radioactive Materials License, WAC, and any other authorizations, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc., documenting that the Contractor is permitted to receive, handle, store, and treat the specific type and quantity of radioisotopes present in the waste being treated under this BOA.
27. The Contractor shall use accredited laboratories for the performance of sample analysis required to demonstrate compliance with RCRA requirements and/or disposal site waste acceptance criteria. Preferably, the Contractor will use DOECAP-Accreditation Program laboratories. Reference the Energy.gov Analytical Services Program site for the most recent listing of accredited laboratories (<https://www.energy.gov/ehss/environmental-policy-and-assistance/analytical-services-program>).
28. If providing treatment, processing or disposal services, the Contractor shall participate in the DOECAP, unless approved to do otherwise in writing by the DCO. For BOA holders without a prior DOECAP review, or a new service not previously reviewed by DOECAP, the BOA holder shall allow for an initial review for DOE screening purposes of acceptability of operations to place the Task Order, and for future more in depth review by DOECAP.

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29. Use of non-DOECAP accredited laboratories shall be at the sole discretion of the CO after consultation with DOECAP, and the Project Manager. DOE's decision to allow Contractors to use non-DOECAP accredited laboratories will factor in the ability to ensure the accuracy and defensibility of data generated by the laboratory, and the ability to track the final disposition of laboratory samples.
30. The Contractor shall document treatment performed and provide a certification that it is complete and the waste meets land disposal restrictions and provide this documentation to the Ordering Activity/Waste Generator within 30 working days of completion of treatment.
31. 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.
32. For all Notice of Violations (NOVs) issued by regulatory agencies that may impact treatment of waste, the Contractor shall verbally notify the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. If any DOE waste stream is involved or impacted, the Contractor shall provide the NOV documentation. The contractor is responsible for penalties assessed against the government if the contractor is responsible for the violation, as determined by the DCO.
33. The Contractor shall provide reports as specified in individual Task Orders. In addition,
- a. For all awarded Task Orders, the Contractor shall provide an Annual Summary Report if performance under Task Orders occurred within the year, documenting the Contractor's performance under all Task Orders. The report shall be submitted to the BOA CO and the EM Office of Waste Disposal (EM-4.22) utilizing the MS Excel template provided at Section J, Attachment J.3.
  - b. For all awarded Task Orders, the contractor shall provide a Final Summary Report to the DCO within 30 days after completion of the work. The report shall include monthly waste shipments identifying weights, volumes, source, radionuclide content/characterization data, treatment methods, certificates of disposal/destruction, and Waste Profile Record results.

**Non-Conformance:**

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

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direction.

35. The Contractor shall have no obligation to receive, handle, store, or treat any nonconforming waste material delivered to the Contractor's facility which is defined as: material delivered that does not comply with the Contractor's licenses, permits or regulations, -profile (e.g., manifesting errors, contamination resulting from failure to comply with packaging, marking and shipment of material in accordance with DOT Title 49 CFR – Transportation, shipment is delivered to the facility without a “Notice to Transport”). Upon receipt of Non-Conformance determinations from the Contractor, the DCO, in consultation with the DCOR, will concur with the determination or issue alternate direction.
36. Upon delivery to the Contractor's facility, if the loaded transport vehicle, containers or waste do not conform to the requirements of the treatment facility's licenses or permits, or DOT, Title 49 CFR – Transportation the Waste Generator's Waste profile, or arrive damaged or unusually difficult to unload, the Contractor shall notify the Ordering Activity/Waste Generator within 24 hours by telephone (to be followed by written notification within 48 hours) of the discovery for negotiation of a resolution. Non-conforming items may be identified upon receipt of the transport vehicle, during or after unloading, during sampling and/or treatment. Resolution may be, but is not limited to, the following:
- a. Contractor may provide a proposed corrective action with an estimate of the cost to correct.
  - b. The Ordering Activity/Waste Generator may arrange for the waste to be returned to the origin site at the Ordering Activity/Waste Generator's expense.
  - c. Ordering Activity/Waste Generator may direct an alternative course of action.
  - d. Either party may negotiate a rejection of the shipment.
  - e. After second attempt at treatment and failure to meet Land Disposal Restrictions, the parties shall negotiate an equitable adjustment to the Task Order for the management and/or return to the origin site, consistent with the provisions of this BOA.
37. Any waste or material destined for a disposal facility that fails to meet the disposal facility WAC and/or Land Disposal Restrictions after treatment (MLLW only), as determined by the DCO, shall be re-treated by the Contractor. If the second attempt is not successful, the Contractor shall discuss the next step to reprocess or return the waste to DOE for storage. For fixed price Task Orders, the Contractor shall bear all processing expense for any waste that the Contractor is unable to treat subsequent to Task Order issuance. After successful treatment by the Contractor's subcontractor/vendor, the Contractor may invoice for the originally negotiated price.

#### **C.4.5.1 Disposal Services**

This BOA allows the Contractor access and use of the DOE Environmental Management

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

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

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

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## **SECTION D**

### **Packaging and Marking**

#### **D.1 DOE-D-2001 PACKAGING AND MARKING (OCT 2014) (REVISED)**

- (a) Preservation, packaging and packing for shipment, and mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to ensure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.
- (b) Each package, report, or other deliverable shall be accompanied by a letter or other document which:
  - (1) Identifies the Task Order by number pursuant to which the item is being delivered;
  - (2) Identifies the deliverable item number or report requirement which requires the delivered item; and
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Designated Contracting Officer, a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering the Task Order, as identified in Section G or if none, to the Designated Contracting Officer.

#### **D.2 SECURITY REQUIREMENTS**

The Contractor shall comply with the security requirements for packaging, marking, mailing, and shipping classified materials (if any) as prescribed by applicable U.S. Department of Energy safeguards and security directives.

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**SECTION E**

**Inspection and Acceptance**

**E.1 CLAUSES INCORPORATED BY REFERENCE – SECTION E**

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in Section I clause FAR 52.252-2 Clauses Incorporated by Reference.

<b>Clause Number</b>	<b>FAR Reference</b>	<b>Title</b>
E.1.1	FAR 52.246-4	Inspection of Services – Fixed-Price (Aug 1996)

**E.2 FINAL INSPECTION/ACCEPTANCE**

Final inspection and acceptance of deliverables and completion of Task Orders shall take place at completion of delivery at the Task Order location specified in Section F.3 of the Task Order.

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## **SECTION F**

### **Deliveries or Performance**

#### **F.1 CLAUSES INCORPORATED BY REFERENCE – SECTION F**

Clauses at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the address contained in Section I clause FAR 52.252-2 Clauses Incorporated by Reference.

<b>Clause Number</b>	<b>FAR Reference</b>	<b>Title</b>
F.1.1	52.242-15	Stop-Work Order (Aug 1989)
F.1.2	52.242-17	Government Delay of Work (Apr 1984)

#### **F.2 ORDERING PERIOD**

- (a) The ordering period for this BOA is sixty (60) months or five (5) years from the effective date of this BOA. Issuance of Task Orders will not occur beyond the end of the five (5) year ordering period. The effective date of this BOA is December 3, 2025.
- (b) Each Task Order issued by a Designated Contracting Officer will identify a period of performance specific to that Task Order.
- (c) Performance of all Task Orders issued before the end of the BOA ordering period shall not exceed one (1) year beyond the end date of the BOA ordering period.

#### **F.3 PLACE OF PERFORMANCE – SERVICES**

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

#### **F.4 DELIVERY SCHEDULE**

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

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## **SECTION G**

### **Administration Data**

#### **G.1 DEFINITIONS**

(a) The following special definitions are applicable to this BOA:

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

(b) For orders placed by the Government, use the following definitions:

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

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

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

(1) *Contractual Representative* - For task orders (subcontracts) issued by authorized DOE Prime Contractors or Subcontractors to a DOE Prime Contractor in accordance with Section H of this BOA, the person with the necessary corporate authority to enter into a subcontract binding the corporation, who is responsible for the specific task order (subcontract) issued pursuant to the terms of this BOA and who is identified in the task order (subcontract). This person is not a warranted Government contracting officer exercising the rights and authorities as defined in FAR 2.101 on behalf of the Government or DOE.

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

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

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- (4) *Subcontractor to a DOE Prime Contractor* – Subcontractor to a DOE Prime Contractor as used in Clause H.11 is a subcontractor that has a subcontract with a DOE Prime Contractor separate from this BOA. The term “Subcontractor to a DOE Prime Contractor” for purposes of Clause H.11 does not mean the entity to which this BOA was issued by the Department of Energy.
- (5) *Context of clauses and provisions* – Whenever it is necessary to make the clauses fit the context of a task order (subcontract) issued by a DOE Prime Contractor or Subcontractor to a DOE Prime Contractor in accordance with Section H of this BOA and to derive proper meaning in a task order (subcontract) situation, the terms “DOE”, “Government” and “Contracting Officer” shall mean the Prime Contractor or Subcontractor to a DOE Prime Contractor, except the terms “DOE”, “Government” and “Contracting Officer” do not change: (1) in the phrases “Government Property”, “Government-Furnished Property”, “Government Equipment” and “Government-Owned Equipment”, or where otherwise intended that title ownership or rights are to remain with the Government; or (2) where statute or regulation vests authority exclusively in specific agencies or officials; or (3) unless otherwise specifically modified in the task order (subcontract) and consented to by the CO.

## **G.2 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014) (REVISED)**

- (a) The Contracting Officer identified in G.5(b)(1) is responsible for administration of the Basic Ordering Agreement (BOA). The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to change the terms, conditions, specifications, or services required by the BOA; and review the BOA annually before the anniversary of its effective date and revise as necessary to conform to mandatory statutory requirements in accordance with FAR 16.703(c)(vi)(2).
- (b) The Designated Contracting Officer (DCO) identified on each task order is responsible for all task order activities including requesting Task Proposals/Task Plans, evaluating for award, awarding, funding, all administrative activities and evaluating Contractor performance for all task orders issued.
- (c) The DCO will provide copies of task orders and task order modifications to the DOE CO identified in Section G. The CO will provide copies of the BOA or BOA modifications to the DCO, upon request.

## **G.3 DOE-G-2002 CONTRACTING OFFICER’S REPRESENTATIVE (OCT 2014) (REVISED)**

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Designated Contracting Officer (DCO) may designate in writing a Designated Contracting Officer’s

Representative (DCOR) in an individual Task Order. The DCOR does not have authority to perform those functions reserved exclusively for the DCO.

#### **G.4 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)**

- (a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work under each task order and any administrative actions required associated with this BOA. If applicable, the Program Manager shall provide the single point of contact between the Contractor and the DCOR under each task order.
- (b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DCOR may issue within the terms and conditions of the Task Order.

#### **G.5 BOA DOE-G-2004 ADMINISTRATION (REVISED)**

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

- (a) Technical correspondence for Task Orders awarded under this BOA shall be addressed to the Designated Contracting Officer's Representative (DCOR) for the Task Order, if applicable, and a copy of any such correspondence shall be sent to the Designated Contracting Officer (DCO). As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this BOA.
- (b) Information regarding correspondence addresses and contact information is as follows:

(1) Contracting Officer (CO): Lori Sehlhorst

Telephone number: (513) 846-8498

Address:

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

Email: [Lori.sehlhorst@emcbc.doe.gov](mailto:Lori.sehlhorst@emcbc.doe.gov)

(2) Designated Contracting Officer (DCO)

Shall be identified in each Task Order in accordance with G.1.

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(3) Designated Contracting Officer's Representative (DCOR)

Shall be identified in each Task Order in accordance with G.1.

(4) Government Administration Office

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

(5) DOE EM Office of Waste Disposal (EM-4.22) Technical Representative

Heinrich Erbes

Telephone Number: (301) 903-3055

Address:

U.S. Department of Energy, Headquarters (Germantown)  
19901 Germantown Road  
Germantown MD 20874-1290

Email: heinrich.erbes@em.doe.gov

**G.6 DOE-G-2005 BILLING INSTRUCTIONS (APR 2020) (REVISED)**

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each Task Order issued by the Government. All invoices shall be supported by a billing schedule summarized by funding source.
- (b) Contractors shall submit vouchers electronically through the DOE Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.
- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.

**G.7 INVOICE/PAYMENT PROCEDURES**

- (a) The Government will make payments to the Contractor by electronic funds transfer not later than thirty (30) calendar days after receipt of an acceptable invoice from the Contractor. The contractor may submit invoices after completion of Task Order services, unless otherwise authorized in the Task Order.
- (b) Any defects in invoices which are discovered after payment shall be corrected on subsequent invoices. If the Government discovers such defects, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will

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explain the nature of the defect, and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this Contract. Unless the Contractor reconciles the defect to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.

- (c) Any bases for withholding, offset, or reduction with respect to invoices which are discovered after payment will be corrected on subsequent invoices. If the Government discovers such bases for withholding, offset, or reduction, the Contracting Officer will notify the Contractor in writing. The Contracting Officer's written notification will explain the nature of the bases for withholding, offset, or reduction, will specify the dollar amount of the withholding, offset, or reduction and will direct the Contractor to reflect the appropriate credit on the next invoice submitted under this contract. Unless the Contractor reconciles the bases for withholding, offset, or reduction to the satisfaction of the Contracting Officer within seven (7) calendar days, the Contractor shall make the credit as previously directed by the Contracting Officer.
- (d) Nothing in this clause shall affect the rights of either the Government or the Contractor under the Section I Prompt Payment clauses of this contract. The Government is not limited to thirty(30) calendar days to notify the Contractor of a defective invoice, and may not notify and/or initiate withholding, offset, or reduction until final payment to the Contractor.

**G.8 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING (NOV 2021) (REVISED)**

- (a) The Contracting Officer and DCO will document the Contractor's performance under this BOA (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information," available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- (b) Contractor performance will be evaluated at least annually at the BOA or task-order level, as determined by the Contracting Officer or DCO. Evaluation categories may include any or all of the following at the Government's discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government's request for comments on CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) calendar days of the request.
- (c) Joint Ventures. Performance assessments shall be prepared on the BOA or task orders with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Unique Entity ID (UEI; generated by SAM.gov), a single assessment will be prepared for the joint venture using its CAGE code and UEI. If the

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joint venture does not have a unique CAGE code and UEI, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

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

**G.9 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014) (REVISED)**

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

**G.10 SHIPMENT DELIVERY SCHEDULER**

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

**Meghan Turvey**  
**Email: [mturvey@nacphilo.com](mailto:mturvey@nacphilo.com)**

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## Section H

### Special Requirements

#### **H.1 TERMS**

Throughout this Basic Ordering Agreement (BOA), the term “Contract,” “BOA,” or “Agreement” appear. This BOA is not a contract as defined by FAR 2.101, rather it is an agreement. However, when task orders are awarded off of this BOA, such terms and conditions contained herein will become contractually binding to the executed task order.

#### **H.2 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)**

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

#### **H.3 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)**

- (a) DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1 entitled, *Disputes*. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible as evidence in any subsequent litigation proceedings.
- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the CO, and the CO shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed-upon process.

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- (d) ADR procedures may be used at any time that the CO has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a CO's final decision under the clause at FAR 52.233-1 entitled, *Disputes*, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the CO's final decision and does not constitute reconsideration of the final decision.
- (e) If the CO rejects the Contractor's request for ADR proceedings, the CO shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the CO's request to use ADR procedures, the Contractor shall provide the CO with the reasons for rejecting the request.

**H.4 DOE-H-2052 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR (OCT 2014) REVISED**

The Contractor's Representations, Certifications and Other Statements, completed by the Contractor, dated **May 15, 2025**, are hereby incorporated into the BOA by reference and made a part of this BOA and any subsequent task order.

**H.5 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS (OCT 2014) REVISED**

In the performance of this BOA, and any subsequent task orders, the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) for the Contractor's authorized waste treatment facility location(s) which can be found at: <https://sam.gov/content/wage-determinations>, and the clause at FAR 52.222-42, *Statement of Equivalent Rates for Federal Hires*.

**H.6 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014) (REVISED)**

- (a) In performing work under this BOA, and any subsequent task order, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof, identified in the List of Applicable DOE Directives (Section J, Attachment J.1) appended to this BOA, and applicable federal, state, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency. Omission of any applicable law or regulation from the BOA does not affect the obligation of the Contractor to comply with such law or regulation pursuant to this paragraph.
- (b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer will notify the Contractor in writing indicating whether the revisions are anticipated to apply to existing TOs, or subsequent TOs. If the revisions effect existing TOs, the Contractor



will be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions. Also, identify whether the anticipated revisions will drive significant cost increases for future treatment services.

Within 30 days after receipt of the Contracting Officer's notice, or earlier if requested, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer will decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
- (d) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits, licenses, or authorizations required for the performance of work under this BOA.
- (e) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other terms and conditions, including cost and schedule, associated with the revision pursuant to the clauses in Section I of this BOA:  
  
FAR 52.243-1, *Changes – Fixed-Price* (AUG 1987)
- (f) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

#### **H.7 DOE-H-2076 LOBBYING RESTRICTIONS (NOV 2018)**

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

#### **H.8 RELEASE OF INFORMATION**

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

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## H.9 AUTHORIZED USERS

- (a) All DOE Offices (including the National Nuclear Security Administration, Laboratories, and Project Offices), DOE Prime Contractors and Subcontractors to DOE Prime Contractors, performing environmental cleanup services for DOE, are authorized to place task orders under this Basic Ordering Agreement.
- (b) Other government agencies and other users may be authorized, in writing, by the DOE CO on a case-by-case basis. Inquiries shall be directed to the DOE CO, as documented in Section G, *Administration Data*.

## H.10 TASK ORDERING PROCEDURES

- (a) The Government intends to award multiple BOAs for the services described in the Section C PWS. A competitive process among those Contractors awarded a BOA for these services will determine the Contractor selected to perform the services, pursuant to the procedures set forth in this clause. In advance of the competitive process, DOE Prime Contractors and Subcontractors to DOE Prime contractors must also obtain consent from the cognizant prime contract CO as detailed in section H.11.
- (b) The DCO may issue competitive Firm-Fixed Price (FFP) task orders, Time and Materials (T&M) or Indefinite Quantity task orders with Fixed-Unit-Rates to one or more of these Contractors. Orders issued against this agreement shall not be done in a manner that in any way restricts competition. The Contractor shall commence performance upon the receipt of a task order signed by DCO. The Contractor shall not be reimbursed for the costs of preparing task proposals as a direct cost under any Task Order.
- (c) Procedures for Issuance of Request for Task Proposals (RTP)
  - (1) Prior to issuance of a Request for Task Proposal (RTP), the DCO is required to verify that the RTP is within the scope of this BOA. The DCO must notify the CO identified in Section G, *Administration Data*, of the DCO's intention to issue an RTP or award a Task Order. This notification should be made in writing and will include the estimated dollar value of the Task Order and a copy of the draft Task Order scope. The CO will provide a response to the DCO within five days of their request. The DCO must also notify the appropriate site Federal Classification Officer prior to release of the RTP to determine the appropriate release of information. This notification must be made in writing and will include the waste information that will be released to the BOA holders to ensure no information is sensitive, classified or otherwise controlled. The CO must be provided with a copy of the notification and a copy of the determination.
  - (2) Upon response from the CO, the DCO will furnish the Contractor(s) with a RTP which will include, at a minimum:

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- (i) A description of the specified work and deliverables required, including the site location;
  - (ii) The performance period;
  - (iii) Proposal preparation instructions;
  - (iv) If applicable, any property, material or services to be made available for performance of the order;
  - (v) Any other pertinent information, such as Service Contract Act Wage rates, site visit date, specific personnel security requirements, Certificate of Current Cost or Pricing Data, if applicable;
  - (vi) A reasonable response time;
  - (vii) Basis for award of the Task Order: Lowest Price Technically Acceptable (LPTA)
  - (viii) The Contractor shall, within the time specified in the RTP, provide the required number of copies of the proposal as set forth in the RTP. The Contractor's proposal shall address the requirements as specified in the RTP which may also include providing cost and technical information.
- (3) In issuing tasks under this procedure, the DCO will base issuance on the LPTA. The DCO shall ensure that the LPTA Contractor has the required licenses and permits for the treatment services required by the Task Order, including any necessary audit of the Contractor's commercial Treatment Storage and Disposal Facility (TSDF) in accordance with the PWS requirements.
- (4) Seven (7) calendar days is considered a reasonable time for the Contractor to respond. DCO's may provide for a longer period and will identify such period in the RTP.
- (5) If applicable, at the conclusion of discussions/negotiations, if requested by the DCO, the Contractor shall provide a Certificate of Current Cost or Pricing Data pursuant to FAR 15.403-4 using the format as set forth in FAR 15.406-2, if applicable.
- (d) Task orders against this BOA will be issued on the Optional Form 347 (Order for Supplies or Services) and will include, at a minimum, the following information:
- (1) Date of the order;
  - (2) BOA and Task Order number;
  - (3) Task Order Performance Period
  - (4) Task Order deliverables;
  - (5) If applicable, any property, material, or site support to be made available for performance of the Task Order (GFS/I);
  - (6) The total quantity and dollar value of the Task Order, and appropriate breakout for the specific Task Order type, if applicable;
  - (7) Accounting and appropriation data;
  - (8) The names, addresses, and phone numbers of the applicable DCO and DCOR as well as any other necessary points of contact; and

- (9) Any other pertinent information deemed necessary to the performance of the order.
- (e) An ombudsman will be designated by the contracting activity awarding this BOA to ensure that all contractors are fairly considered for orders under this BOA. The purpose of the ombudsman is not to diminish the authority of the CO, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractors not receiving a specific task and to work to resolve the matter. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation or determination of the issuance of task orders, does not act in the capacity of a CO, and does not participate in the adjudication of disputes in regard to multiple task or delivery orders awarded.
- (f) Any necessary Foreign Ownership, Control, or Influence (FOCI)/Facility Clearances and/or access authorizations (security clearances) will be processed at the Task Order level as required based on the requirements.
- (g) Orders issued under this BOA become binding contracts upon the receipt of a task order signed by DCO. Terms and conditions included in this BOA shall apply to orders placed under this agreement.
- (h) The DCO shall provide the Contracting Officer identified in G.5(b)(1) a copy of the executed Task Order.

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

- (a) Any DOE Prime Contractor, or Subcontractor to DOE Prime Contractor, performing environmental cleanup services for DOE is authorized to use the terms and conditions of this BOA and may place orders as subcontracts in accordance with FAR Part 44, Subcontracting Policies and Procedures, and the terms of this agreement. DOE Prime Contractors, or Subcontractors to DOE Prime Contractors, may use this BOA to establish orders for services described in Section C directly with a BOA Holder provided that:
- (1) the services are within scope of this agreement,
  - (2) the order is consistent with all of the terms and conditions of the BOA except for those clauses/provisions that have been identified as peculiar to the Government procurement (disputes resolution, prompt payment, and payment by electronic funds transfer), as well as, specific provisions that may be applicable to work performed on a particular DOE site. These provisions will be identified and addressed in the specific order (subcontract) issued by the DOE Prime or Subcontractor.

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(3) the Contracting Officer for the DOE prime contract has specifically authorized, in writing, the placement of such subcontracts using the same terms and conditions of this agreement. Before providing such approval, the Contracting Officer for the DOE prime contract, shall have coordinated with the Contracting Officer identified in G.5(b)(1) and obtained approval to use this BOA's identical terms and conditions except as specifically set forth in this clause.

(b) The Government shall not be liable under this BOA for any subcontracts entered into by such DOE Prime Contractors or its Subcontractors. Additionally, the DOE Prime Contractor/Subcontractor may use substantially similar forms that meet the intent of the OF 347. The DOE Prime Contractor/Subcontractor and the BOA Holder shall execute a separately signed subcontract document that incorporates the terms and conditions of this BOA, and a copy shall be provided to the Contracting Officer identified in G.5(b)(1) by the DOE Prime Contractor/Subcontractor. Any other site-specific terms and conditions when entering into a separately signed task order/subcontract must be mutually agreeable between the BOA Holder and the DOE Prime Contractor or Subcontractor to a DOE Prime Contractor. The use of the BOA terms and conditions by a DOE Prime Contractor or Subcontractor does not create privity of contract between DOE and the Prime Contractor/Subcontractor.

#### **H.12 SITE-SPECIFIC/TASK ORDER TERMS AND CONDITIONS**

The BOA Holder acknowledges that the organization issuing a task order under this BOA may have requirements unique to its mission and/or geographic location, including additional detailed statements of work. The organization issuing a task order also recognizes that the BOA holder may require specific terms and conditions to ensure compliance with issued licensing or permit requirements from the appropriate regulatory authority (e.g. authorized Agreement State). The BOA Holder agrees that the organization placing an order reserves the right to incorporate, subject to mutual agreement of the organization and the BOA Holder, its own local site-specific terms and conditions relative to the Federal Acquisition Regulations, Agency-specific regulations, orders or guidelines, environment, safety and health considerations, or other applicable local, state and federal laws and regulations. These site-specific and task order-specific terms and conditions shall only apply to the task order(s) into which they are incorporated.

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

#### **H.13 DISPUTES**

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

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

#### **H.14 REPORTING REQUIREMENTS**

The Contractor shall prepare and submit the Deliverables as set forth in Section J, Attachment J.2 List of Deliverables, to the identified point of contact(s), and in the required format, as designated in this BOA or as specified in the Task Orders. Particular attention should be directed to the annual reporting deliverables and provided template (Section J, Attachment J.3).

#### **H.15 WASTE GENERATOR RESPONSIBILITIES/GOVERNMENT FURNISHED RESOURCES**

- (a) The Ordering Activity/Waste Generator shall provide the following, as applicable, unless otherwise specified in the individual task order. Additional Waste Generator or Government furnished resources may be identified in the individual Task Order.
- (1) Select all containerized material and deliver in accordance with an agreed-to schedule, to a designated staging area at a DOE site.
  - (2) Develop staging areas on the DOE sites where containerized waste will be loaded before the material is transported to the Contractor facility.
  - (3) Obtain necessary approvals or exemptions to DOE Order 435.1, Chg. 1 Radioactive Waste Management, to allow radioactive waste to be stored, treated, or disposed of, at a non- federal facility.
  - (4) Provide National Environmental Protection Act (NEPA) documentation, as required.
  - (5) Provide required characterization data to meet RCRA, TSCA, DOT, DOE Order 435.1, and vendor waste profile requirements to ship the wastes off-site.
  - (6) All wastes to be treated under this BOA were generated at Government facilities or under Government contracts and responsibility for the waste remains with the Government origin site.
  - (7) If the Government is the shipper of record, the Ordering Activity/Waste Generator is responsible for all markings, labeling, packaging, containers, carriers, and shipment of LLW and MLLW, and costs incidental to and associated with, the delivery of the radioactive waste to the Contractor's facility.
  - (8) Provide all equipment and labor, and load all containerized waste on transport vehicles at the staging areas.
  - (9) Review all marking, labeling, and placarding as required by DOT Hazardous materials regulations 49 CFR 172 Subparts D, E, and F after loading the waste.
  - (10) Perform health physics surveys and release the waste for off-site transport.

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- (11) Complete shipping papers and manifests for each load of waste being transported to the vendor's treatment facility.
- (12) Packaging, markings, containers and carrier requirements shall be in compliance with current applicable regulations, laws, ordinances, Contractor licenses, and the following DOT CFR:
- (i) 49 CFR Part 172 – *Hazardous Materials Table, Special Provisions, Hazardous Material Communications, Emergency Response Information, and Training Requirements.*
  - (ii) 49 CFR Part 173 – *Shippers – General Requirements for Shipments and Packaging.*
  - (iii) 49 CFR Part 178 – *Specification for Packaging.* Claims arising from non-compliance with DOT Title 49 CFR – Transportation and discrepancies occurring in transit through the completion of off-loading are a matter for settlement between the Ordering Activity and the carrier.
- (13) The Ordering Activity/Waste Generator will process the FOCI/Facility Clearances and/or access authorizations (security clearances) required for the work.

## **H.16 SUBCONTRACTS**

Prior to the placement of subcontracts the Contractor (BOA Holder) shall ensure that:

- (a) The subcontract contains all of the clauses of this BOA (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts.
- (b) Any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.404-3b) and subcontractor Representations and Certifications; and
- (c) Any required prior notice and description of the subcontract is given to the cognizant Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost revision of this BOA or any of the respective obligations of the parties there under, or creation of any subcontractor privity of contract with the Government.
- (d) Prior to the award of any subcontracts for advisory and assistance services, the Contractor (BOA Holder) shall obtain from the proposed subcontractor or consultant the disclosure required by and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause at DEAR 952.209 72 entitled, *Organizational Conflicts of Interest* contained in Section I of this BOA. The subcontractor shall perform no work until the Contractor (BOA Holder) has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

## **H.17 ORGANIZATIONAL CONFLICT OF INTEREST – AFFILIATE(S)**

The prime contractor (BOA Holder), **NAC Philotechnics, Ltd.**, comprised of **NAC Philotechnics, Ltd.**, is responsible for the completion of awarded task orders issued under this BOA. In order to effectively and satisfactorily execute its responsibility to manage and accomplish the work, the prime contractor must have complete objectivity in its oversight and management of its subcontractors. Therefore, consistent with the principle contained in Federal Acquisition Regulation subpart 9.5 and specifically section 9.505(a), and notwithstanding any other provision of this BOA, the prime contractor is, absent prior written consent from the DCO, prohibited from entering into a subcontract arrangement with any affiliate or any affiliate of its partners, or utilize any affiliate or affiliate of its partners, to perform work under a subcontract. Such contractual relationship(s) are presumed to create an impaired objectivity type conflict of interest. If the contractor believes the capabilities of an affiliate could be utilized in such a manner as to neutralize or avoid the existence of an organizational conflict of interest, the Contractor must obtain the DCO's written consent prior to placing the subcontract.

For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.

## **H.18 DISPOSITION OF INTELLECTUAL PROPERTY - FAILURE TO COMPLETE BOA**

The following provisions shall apply in the event the Contractor (BOA Holder) does not complete Task Order performance for any reason:

- (a) The Government may take possession of and use all the technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this BOA, including the right to use the data in any Government solicitations for the completion of the work contemplated under this BOA. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this BOA. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause entitled "DEAR 970.5227-1 Rights in Data- Facilities." The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its Contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this BOA and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to

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transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.

- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this BOA.

## **H.19 SECURITY**

- (a) Responsibility: It is the Contractor's duty to safeguard all classified information, special nuclear material, any information designated as sensitive and not subject to disclosure that may be provided either for task order proposal preparation or performance, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding and protecting against sabotage, espionage, loss and theft, classified information, sensitive information, and special nuclear material in the Contractor's possession in connection with the performance of work under this BOA and subsequent task orders. Excluding disposal of wastes, special nuclear material will not be retained after the completion or termination of the BOA or task order.
- (b) Definition of Special Nuclear Material (SNM). SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (c) Subcontracts and purchase orders. Except as otherwise authorized in writing by the DCO for a task order, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders issued by the Contractor under an individual task order.

## **H.20 ACCESS TO DOE-OWNED OR LEASED FACILITIES**

- (a) The performance of this BOA requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive security badges that allow such physical access. The Contractor further understands that it must propose employees whose backgrounds offer the best prospect of obtaining approval for access, considering

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the following potentially disqualifying criteria, which are not all inclusive and may vary depending on access requirements:

- (1) Is or is suspected of being, a terrorist;
  - (2) Is the subject of an outstanding warrant;
  - (3) Has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
  - (4) Has presented false or forged identity source documents;
  - (5) Has been barred from federal employment;
  - (6) Is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
  - (7) Is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.
- (b) The Contractor shall assure:
- (1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE, including use of any forms directed by DOE; (ii) that employees properly complete said forms; and (iii) that the employees submit the forms to the person designated by the Contracting Officer.
  - (2) In completing the process for gaining physical access, that its employees (i) cooperate with DOE officials responsible for granting access to DOE-owned or leased facilities; and (ii) provide any additional information as DOE may request.
- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective until such time as DOE determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify a substitute employee and initiate the process for gaining access for the substitute. DOE's denial of a security badge to individual employees shall not be cause for extension of the period of performance of this BOA or any Contractor claim against DOE.
- (d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this BOA; (2) the expiration of this BOA; (3) the termination of employment on this BOA by an individual employee; or (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this BOA, in which one or more subcontractor employees

will require physical access to DOE-owned or leased facilities.

## **H.21 PARTICIPATION BY FOREIGN NATIONALS**

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

## **H.22 PROTECTION OF UNCLASSIFIED NUCLEAR INFORMATION**

- (a) The Contractor shall take appropriate action to establish and maintain a system to ensure that any Unclassified Controlled Nuclear Information (UCNI) in the Contractor's possession in connection with the performance of work under this BOA and all eventual task orders is protected from unauthorized disclosure and dissemination in accordance with DOE regulations.
- (b) The term "Unclassified Controlled Nuclear Information" means unclassified information protected against unauthorized dissemination pursuant to section 148 of the Atomic Energy Act with respect to atomic energy defense programs, and which pertain to:
- (1) Design of production facilities or utilization facilities;
  - (2) Security measures relating to the protection of production or utilization facilities, nuclear materials contained in these facilities, nuclear materials in transit; or
  - (3) Design, production, or utilization of atomic weapons or components thereof, if such information was declassified or removed from the Restricted Data category, and if the unauthorized dissemination of such information could reasonably be expected to result in significant adverse effect on the public health and safety or the common defense by increasing the likelihood of illegal production of nuclear weapons, or theft, diversion or sabotage of nuclear materials, equipment or facilities.
- (c) Access to UCNI shall be limited to those persons determined to require access to UCNI in the performance of official duties.
- (d) While in use, UCNI shall be under the control of an authorized individual. As a minimum, UCNI shall be stored in locked desks, file cabinets, offices, or facilities where access is controlled.
- (e) Each document or other material that is determined to contain UCNI shall be marked in a conspicuous manner to indicate the presence of UCNI. When transmitted outside an authorized place or storage, these documents shall be packaged to preclude disclosure of the presence of UCNI. All markings and transmittals, including electronic media, will be accomplished.
- (f) The Contractor agrees to conform to all regulations and requirements of the Department

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of Energy concerning UCNI as specified in any resultant task order.

- (g) Persons who violate prohibitions against unauthorized disclosure of UCNI may be subject to civil and criminal penalties under Sections 148 and 223 of the Atomic Energy Act of 1954, as amended.
- (h) This clause, including this paragraph (h) shall be included in all subcontracts which involve access to UCNI.

### **H.23 CANCELLATION OF BASIC ORDERING AGREEMENT**

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

### **H.24 UPDATE OF BASIC ORDERING AGREEMENT**

In accordance with FAR 16.703(c)(vi)(2), this Basic Ordering Agreement (BOA) will be reviewed annually by the Contracting Officer before the anniversary of the effective date and revised if necessary to conform with all requirements of the associated regulation. This BOA may need to be revised prior to annually due to mandatory statutory requirements. Any revisions will be implemented through a written modification to the BOA and signed by both parties. The BOA can only be changed by modification of the agreement itself and not by adjustments made to individual orders issued under it. Changes made to the BOA shall not retroactively affect orders previously issued.

### **H.25 PERMITS & LICENSING**

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

### **H.26 DOE-H-2089 COMPLIANCE WITH FEDERAL ANTI-DISCRIMINATION LAWS (APR 2025)**

- (a) Definition. As used in this clause—

Program promoting diversity, equity, and inclusion means a program whose purpose is to promote preferences based on race, color, religion, sex, or national origins, such as in training or hiring.

- (b) Compliance. The Contractor shall comply with all applicable Federal anti-discrimination

laws. These laws apply whether or not the company is a Government contractor. Compliance with applicable Federal anti-discrimination laws is material to eligibility for and payment under this contract for purposes of 31 U.S.C. 3729(b)(4).

- (c) Certification. By requesting payment under this award, the contractor certifies that, to the best of its knowledge and belief, it does not operate programs promoting diversity, equity, and inclusion that violate any applicable Federal anti-discrimination laws.

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**SECTION I - CONTRACT CLAUSES**

**I.1 52.252-2 Clauses Incorporated by Reference. (FEB 1998)**

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

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

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

**I.2 52.252-6 Authorized Deviations in Clauses (Apr 1984)**

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

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

**Table I-1. Clauses**

Clause No.	FAR/DEAR Reference	Title	Fill-In Information: See FAR 52.104(d)
I.3	52.202-1	Definitions (Jun 2020)	
I.4	52.203-3	Gratuities (Apr 1984)	
I.5	52.203-5	Covenant Against Contingent Fees (May 2014)	
I.6	52.203-6	Restrictions on Subcontractor Sales to the Government (Jun 2020)	
I.7	52.203-7	Anti-Kickback Procedures (Jun 2020)	
I.8	52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (May 2014)	
I.9	52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (May 2014)	
I.10	52.203-12	Limitation on Payments to Influence Certain Federal Transactions (Jun 2020)	
I.11	52.203-13	Contractor Code of Business Ethics and Conduct (Nov 2021)	
I.12	52.203-14	Display of Hotline Poster(s) (Nov 2021)	(b)(3) DOE Office of Inspector General <a href="#">Hotline Poster</a>
I.13	52.203-17	Contractor Employee Whistleblower Rights (Nov 2023)	
I.14	52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017)	
I.15	52.204-9	Personal Identity Verification of Contractor Personnel (Jan 2011)	
I.16	52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020)	

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**Table I-1. Clauses**

Clause No.	FAR/DEAR Reference	Title	Fill-In Information: See FAR 52.104(d)
I.17	52.204-13	System for Award Management Maintenance (Oct 2018)	
I.18	52.204-14	Service Contract Reporting Requirements (Oct 2016)	
I.19	52.204-18	Commercial and Government Entity Code Maintenance (Aug 2020)	
I.20	52.204-19	Incorporation by Reference of Representations and Certifications (Dec 2014)	
I.21	52.204-21 Full Text Below	Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)	
I.22	52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (Dec 2023)	
I.23	52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Nov 2021)	
I.24	52.204-27	Prohibition on a ByteDance Covered Application (Jun 2023)	
I.25	52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Nov 2021)	
I.26	52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018)	
I.27	52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)	
I.28	52.210-1	Market Research (Nov 2021)	
I.29	52.215-2	Audit and Records—Negotiation (Jun 2020)	
I.30	52.215-10	Price Reduction for Defective Certified Cost or Pricing Data (Aug 2011)	
I.31	52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications (Jun 2020)	
I.32	52.215-12	Subcontractor Certified Cost or Pricing Data (Jun 2020)	
I.33	52.215-13	Subcontractor Certified Cost or Pricing Data—Modifications (Jun 2020)	
I.34	52.215-14	Integrity of Unit Prices (Nov 2021) – Alt I (Oct 1997)	
I.35	52.215-17	Waiver of Facilities Capital Cost of Money (Oct 1997)	
I.36	52.215-19	Notification of Ownership Changes (Oct 1997)	
I.37	52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data—Modifications (Nov 2021) – Alt III (Oct 1997)	(c) email, as requested by the DCO.
I.38	52.215-23	Limitations on Pass-Through Charges (Jun 2020)	
I.39	52.222-1	Notice to the Government of Labor Disputes (Feb 1997)	
I.40	52.222-3	Convict Labor (Jun 2003)	
I.41	52.222-19	Child Labor – Cooperation with Authorities and Remedies (Feb 2024)	
I.42	52.222-35 Full Text Below	Equal Opportunity for Veterans (Jun 2020)	
I.43	52.222-36 Full Text Below	Equal Opportunity for Workers With Disabilities (Jun 2020)	
I.44	52.222-37	Employment Reports on Veterans (Jun 2020)	

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**Table I-1. Clauses**

Clause No.	FAR/DEAR Reference	Title	Fill-In Information: See FAR 52.104(d)
I.45	52.222-40	Notification of Employee Rights Under the National Labor Relations Act (Dec 2010)	
I.46	52.222-41	Service Contract Labor Standards (Aug 2018)	
I.47	52.222-42 Full Text Below	Statement of Equivalent Rates for Federal Hires (May 2014)	
I.48	52.222-49	Service Contract Labor Standards – Place of Performance Unknown (May 2014)	(a) [None]. [the date for questions to be submitted against RFQ # 89303325NEM000047]
I.49	52.222-50	Combating Trafficking in Persons (Nov 2021)	
I.50	52.222-62	Paid Sick Leave Under Executive Order 13706 (Jan 2022)	
I.51	52.223-3	Hazardous Material Identification and Material Safety Data (Feb 2021) – Alt I (Jul 1995)	(b) None
I.52	52.226-7	Drug-Free Workplace (May 2024)	
I.53	52.226-8	Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024)	
I.54	52.227-1	Authorization and Consent (Jun 2020)	
I.55	52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (Jun 2020)	
I.56	52.227-11	Patent Rights – Ownership by the Contractor (May 2014)	(j) “TBD” (to be completed in each applicable order)
I.57	52.227-14	Rights in Data – General (May 2014) – Alt V (Dec 2007) (as modified by DEAR 927.409)	
I.58	52.227-23	Rights to Proposal Data (Technical) (Jun 1987)	None; May 15, 2025
I.59	52.229-3	Federal, State, and Local Taxes (Feb 2013)	
I.60	52.232-1	Payments (Apr 1984)	
I.61	52.232-8	Discounts for Prompt Payment (Feb 2002)	
I.62	52.232-11	Extras (Apr 1984)	
I.63	52.232-17	Interest (May 2014)	
I.64	52.232-23	Assignment of Claims (May 2014)	
I.65	52.232-25	Prompt Payment (Jan 2017)	
I.66	52.232-33	Payment by Electronic Funds Transfer—System for Award Management (Oct 2018)	
I.67	52.232-39	Unenforceability of Unauthorized Obligations (Jun 2013)	
I.68	52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Mar 2023)	
I.69	52.233-1	Disputes (May 2014) – Alt I (Dec 1991)	
I.70	52.233-3	Protest after Award (Aug 1996) – Alt I (Jun 1985)	
I.71	52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	
I.72	52.237-3	Continuity of Services (Jan 1991)	
I.73	52.242-5	Payments to Small Business Subcontractors (Jan 2017)	
I.74	52.242-13	Bankruptcy (Jul 1995)	
I.75	52.243-1	Changes – Fixed Price (Aug 1987) Alt II (Apr 1984)	
I.76	52.243-7	Notification of Changes (Jan 2017)	

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**Table I-1. Clauses**

Clause No.	FAR/DEAR Reference	Title	Fill-In Information: See FAR 52.104(d)
I.77	52.244-2	Subcontracts (Jun 2020) – Alt I (Jun 2020)	(d) “TBD” (to be completed in each applicable order) (j) “TBD” (to be completed in each applicable order)
I.78	52.244-5	Competition in Subcontracting (Aug 2024)	
I.79	52.244-6	Subcontracts for Commercial Products and Commercial Services (Jan 2025) (DEVIATION Feb 2025)	
I.80	52.245-1	Government Property (Sep 2021) Alt I (Apr 2012)	
I.81	52.245-9	Use and Charges (Apr 2012)	
I.82	52.246-25	Limitation of Liability—Services (Feb 1997)	
I.83	52.248-1	Value Engineering (Jun 2020)	(m) Contract number will be inserted at time of award
I.84	52.249-2	Termination for the Convenience of the Government (Fixed-Price) (Apr 2012)	
I.85	52.249-8	Default (Fixed-Price Supply and Service) (Apr 1984)	
I.86	52.251-1	Government Supply Sources (Apr 2012)	
I.87	52.253-1	Computer Generated Forms (Jan 1991)	
I.88	952.202-1	Definitions (Feb 2011)	
I.89	952.203-70	Whistleblower Protection for Contractor Employees (Dec 2000)	
I.90	952.204-2	Security Requirements (Aug 2016)	
I.91	952.204-70	Classification/Declassification (Sep 1997)	
I.92	952.204-75	Public Affairs (Dec 2000)	
I.93	952.209-72	Organizational Conflicts of Interest (Aug 2009) – Alt I (Feb 2011)	(b)(1)(i) zero (0)
I.94	952.242-70	Technical Direction (Dec 2000)	

**Acronyms:**

DEAR = U.S. Department of Energy Acquisition Regulation      FAR = Federal Acquisition Regulation  
 DOE = U.S. Department of Energy      TBD = to be determined

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

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

**(I.21) FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Nov 2021)**

(a) Definitions. As used in this clause—

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

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

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

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

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

(b) Safeguarding requirements and procedures.

- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
  - (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
  - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
  - (iii) Verify and control/limit connections to and use of external information systems.
  - (iv) Control information posted or processed on publicly accessible information systems.
  - (v) Identify information system users, processes acting on behalf of users, or devices.
  - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
  - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
  - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.

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- (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
  - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
  - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
  - (xii) Identify, report, and correct information and information system flaws in a timely manner.
  - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
  - (xiv) Update malicious code protection mechanisms when new releases are available.
  - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.
- (2) Other requirements. This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.
- (c) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial products or commercial services, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

**(I.42) FAR 52.222-35 Equal Opportunity for Veterans (Jun 2020)**

- (a) Definitions. As used in this clause--
- “Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.
- (b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance

Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**(I.43) FAR 52.222-36 Equal Opportunity for Workers With Disabilities (Jun 2020)**

- (a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60.741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

**(I.47) FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only: It is not a Wage Determination*

Employee Class	Monetary Wage – Fringe Benefits
(TBD)	(To be completed on individual task orders, if applicable)

**(I.95) DEAR 970.5204-3 Access To and Ownership of Records (Oct 2014) (DEVIATION) (Issued by DOE Policy Flash 2015-23)**

- (a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract, including records series described within the contract as Privacy Act systems of records, shall be the property of the Government and shall be maintained in accordance with 36 Code of Federal Regulations (CFR), Chapter XII, --Subchapter B, “Records Management.” The contractor shall ensure records classified as Privacy Act system of records are maintained in accordance with FAR 52.224.2 “Privacy Act.”

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- (b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.
- (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health related records and similar files), and non-employee patient medical/health-related records, except those records described by the contract as being operated and maintained by the Contractor in Privacy Act system of records.
  - (2) Confidential contractor financial information, internal corporate governance records and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);
  - (3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3 are described as the property of the Government; and
  - (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and
  - (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
    - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
    - (ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
    - (iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.
- (c) Contract completion or termination. Upon contract completion or termination, the contractor shall ensure final disposition of all Government-owned records to a Federal Record Center, the National Archives and Records Administration, to a successor contractor, its designee, or other destinations, as directed by the Contracting Officer. Upon the request of the Government, the contractor shall provide either the original contractor-owned records or copies of the records identified in paragraph (b) of this clause, to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act) as appropriate. If

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the contractor chooses to provide its original contractor-owned records to the Government or its designee, the contractor shall retain future rights to access and copy such records as needed.

- (d) Inspection, copying, and audit of records. All records acquired or generated by the Contractor under this contract in the possession of the Contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and the Contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the Contracting Officer, the Contractor shall deliver such records to a location specified by the Contracting Officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.
- (e) Applicability. This clause applies to all records created, received and maintained by the contractor without regard to the date or origination of such records including all records acquired from a predecessor contractor.
- (f) Records maintenance and retention. Contractor shall create, maintain, safeguard, and disposition records in accordance with 36 Code of Federal Regulations (CFR) Chapter XII, -- Subchapter B, "Records Management" and the National Archives and Records Administration (NARA)-approved Records Disposition Schedules. Records retention standards are applicable for all classes of records, whether or not the records are owned by the Government or the contractor. The Government may waive application of the NARA-approved Records Disposition Schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies of records described in paragraph (b) and delivery of records described in paragraph (a) of this clause.
- (g) Subcontracts.
- (1) The contractor shall include the requirements of this clause in all subcontracts that contain the Radiation Protection and Nuclear Criticality clause at 952.223-72, or whenever an on-site subcontract scope of work (i) could result in potential exposure to: A) radioactive materials; B) beryllium; or C) asbestos or (ii) involves a risk associated with chronic or acute exposure to toxic chemicals or substances or other hazardous materials that can cause adverse health impacts, in accordance with 10 CFR part 851. In determining its flow-down responsibilities, the Contractor shall include the requirements of this clause in all on-site subcontracts where the scope of work is performed in: (A) Radiological Areas and/or Radioactive Materials Areas (as defined at 10 CFR 835.2); (B) areas where beryllium concentrations exceed or can reasonably be expected to exceed action levels specified in 10 CFR 850; (C) an Asbestos Regulated area (as defined at 29 CFR 1926.1101 or 29 CFR 1910.1001); or (D) a workplace where hazard prevention and abatement processes are implemented in compliance with 10 CFR 851.21 to specifically control potential exposure to toxic

chemicals or substances or other hazardous materials that can cause long term health impacts.

- (2) The Contractor may elect to take on the obligations of the provisions of this clause in lieu of the subcontractor, and maintain records that would otherwise be maintained by the subcontractor.

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**SECTION J – LIST OF ATTACHMENTS**

<b>Attachment</b>	<b>Description</b>
J.1	LIST OF APPLICABLE DOE DIRECTIVES
J.2	LIST OF DELIVERABLES
J.3	ANNUAL SUMMARY REPORT TEMPLATE

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**ATTACHMENT J.1**

**LIST OF APPLICABLE DOE DIRECTIVES**

The full text and status of DOE Directives are available at: <https://www.directives.doe.gov/>

Standard Number	Title
DOE-STD-1241-2023	<a href="#">Implementing Release and Clearance of Property Requirements</a>
40 CFR 268.40	Applicability of treatment standards

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## ATTACHMENT J.2

### LIST OF DELIVERABLES

All deliverables shall be provided to the Point of Contact (POC) in searchable electronic format (e.g., PDF). Annual reports shall be provided to DOE in an editable electronic format (e.g., Microsoft Excel). Deliverables shall be provided in editable electronic format when specified or requested. For reoccurring deliverables (e.g., annually), the subject line shall incorporate the year/quarter/month of the deliverable as applicable. Omission of any deliverable from the List of Deliverables does not affect the obligation of the Contractor to comply with such requirement.

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

Nationwide Low-Level Mixed Low-Level Waste Treatment Services  
 Basic Ordering Agreement (BOA)# 89303325GEM000022  
 NAC Philotechnics, Ltd.

	Description	Due Date	Reference	POC
10.	Applicable Documents, Records, Modifications	As requested, within 48 hours	C.4.2 C.4.3 C.4.4	DCO
11.	Response to questions regarding documentation and reports	Within 48 hours, verbally and in writing	C.4.1 C.4.2 C.4.3 C.4.4	Waste Generator / Ordering Activity or DCO
12.	Permits, License, Waste Acceptance Criteria (WAC), and any other authorizations, RCRA permit requirements, applicable exemptions, revisions, and other requirement etc.	As requested	C.4.1 C.4.2 C.4.3 C.4.4	DCO
13.	Laboratory permits, certifications, licenses, and audit reports	Within 10 days of request	C.4.2 C.4.3 C.4.4	Waste Generator / Ordering Activity
14.	Documentation of Waste Treatment	Within 15 working days of treatment completion	C.4.3 C.4.4	Waste Generator / Ordering Activity
15.	Notice of Violation	Verbally within 24 hours	C.4.1	DCO
16.	Notification of event impacting schedule	Verbally within 48 hours of discovery	C.4.1 C.4.2 C.4.3 C.4.4	Waste Generator / Ordering Activity
17.	Annual Summary Report (see Attachment J.3 for report template)	Annually, two (2) weeks before anniversary of BOA effective date	C.4.1 C.4.2 C.4.3 C.4.4	BOA CO identified in G.5(b)(1) and DOE EM Office of Waste Disposal (EM-4.22) Technical Representative identified in G.5(b)(5)
18.	Nonconformances	Within 24 hours of discovery by telephone/in writing within 48 hours		Waste Generator / Ordering Activity or DCO
19.	A copy of the executed Task Order	Within 5 working days of task order issuance	H.10 (h)	BOA CO identified in G.5(b)(1)
20.	A copy of the executed order/subcontract between the DOE Prime Contractor/Subcontractor and the BOA Holder	Within 5 working days of subcontract award	H.11 (b)	BOA CO identified in G.5(b)(1)

**ATTACHMENT J.3**

**Annual Summary Report Template**

**(see separate MS Excel file)**

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