

ORDER FOR SUPPLIES OR SERVICES

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

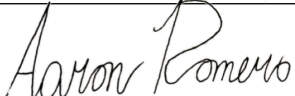
1. DATE OF ORDER 05/13/2021		2. CONTRACT NO. (If any) 89303321GEM000020		6. SHIP TO:	
3. ORDER NO. 89303421FEM400009		4. REQUISITION/REFERENCE NO. 21EM001130		a. NAME OF CONSIGNEE See Scope of Work	
5. ISSUING OFFICE (Address correspondence to) EM-Los Alamos EMCBC U.S. Department of Energy 3748 West Jemez Road Mailstop 316 Los Alamos NM 87544				b. STREET ADDRESS	
7. TO: DAN BURNS				f. SHIP VIA	
a. NAME OF CONTRACTOR Waste Control Specialists LLC				8. TYPE OF ORDER	
b. COMPANY NAME				<input type="checkbox"/> a. PURCHASE	
c. STREET ADDRESS 17101 Preston Rd Suite 115				REFERENCE YOUR: Please furnish the following on the terms and conditions specified on both sides of this order and on the attached sheet, if anv. including delivery as indicated.	
d. CITY DALLAS				<input checked="" type="checkbox"/> b. DELIVERY	
e. STATE TX				Except for billing instructions on the reverse, this delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above-numbered contract.	
f. ZIP CODE 752481498					
9. ACCOUNTING AND APPROPRIATION DATA				10. REQUISITIONING OFFICE	

11. BUSINESS CLASSIFICATION (Check appropriate box(es))				12. F.O.B. POINT	
<input type="checkbox"/> a. SMALL <input checked="" type="checkbox"/> b. OTHER THAN SMALL <input type="checkbox"/> c. DISADVANTAGED <input type="checkbox"/> d. WOMEN-OWNED <input type="checkbox"/> e. HUBZone <input type="checkbox"/> f. SERVICE-DISABLED VETERAN-OWNED <input type="checkbox"/> g. WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOSB PROGRAM <input type="checkbox"/> h. EDWOSB					
13. PLACE OF		14. GOVERNMENT B/L NO.		15. DELIVER TO F.O.B. POINT ON OR BEFORE (Date) Multiple	
a. INSPECTION Destination		b. ACCEPTANCE Destination		16. DISCOUNT TERMS NET 30	

17. SCHEDULE (See reverse for Rejections)

ITEM NO. (a)	SUPPLIES OR SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	DUNS Number: 926884032 Fund: 01250 Appr Year: 2021 Allottee: 33 Report Entity: 490820 Object Class: 25233 Program: 1111512 Project: 0002167 WFO: 0000000 Local Use: 0000000 Period of Performance: 06/04/2021 to Continued ...					

18. SHIPPING POINT		19. GROSS SHIPPING WEIGHT		20. INVOICE NO.		17(h) TOTAL (Cont. pages)
21. MAIL INVOICE TO:						
a. NAME		OR for EMCBC		\$20,129,591.94		17(i) GRAND TOTAL
b. STREET ADDRESS (or P.O. Box)		https://vipers.doe.gov Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov		\$20,129,591.94		
c. CITY		d. STATE		e. ZIP CODE		

22. UNITED STATES OF AMERICA BY (Signature)  5/13/2021			23. NAME (Typed) Aaron J. Romero TITLE: CONTRACTING/ORDERING OFFICER		
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ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/03/2021	CONTRACT NO. 89303321GEM000020	ORDER NO. 89303421FEM400009
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	09/12/2024					
00001	UNCLASSIFIED Storage of Type 1 and Type 2 wastes in the Container Storage Building (CSB) Line item value is: \$0.00 Delivery: 06/04/2021				0.00	
00002	UNCLASSIFIED Storage of Type 2 and Type 3 wastes in the Federal Waste Facility Line item value is: \$5,895,840.62 Incrementally Funded Amount: \$2,947,920.24 Delivery: 06/04/2021				5,895,840.62	
00003	UNCLASSIFIED Mobile Loading Support of Type 1 and 2 Wastes in CSB Line item value is: \$0.00 Delivery: 06/04/2021				0.00	
00004	UNCLASSIFIED Mobile Loading Support of Type 2 and 3 Wastes in FWF Line item value is: \$0.00 Delivery: 06/04/2021				0.00	
00005	UNCLASSIFIED Incidental Storage Costs Line item value is: \$0.00 Delivery: 06/04/2021				0.00	
00006	UNCLASSIFIED Storage of Type 1 and Type 2 wastes in the Container Storage Building Line item value is: \$0.00 Delivery: 06/04/2022				0.00	
00007	UNCLASSIFIED Storage of Type 2 and Type 3 wastes in the Continued ...				6,102,195.04	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$11,998,035.66

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/03/2021	CONTRACT NO. 89303321GEM000020	ORDER NO. 89303421FEM400009
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Federal Waste Facility Line item value is: \$6,102,195.04 Delivery: 06/04/2022					
00008	UNCLASSIFIED Mobile Loading Support of Type 1 and 2 Wastes in CSB Line item value is: \$0.00 Delivery: 06/04/2022				0.00	
00009	UNCLASSIFIED Mobile Loading Support of Type 2 and 3 Wastes in FWF Line item value is: \$0.00 Delivery: 06/04/2022				0.00	
00010	UNCLASSIFIED Incidental Storage Costs Line item value is: \$0.00 Delivery: 06/04/2022				0.00	
00011	UNCLASSIFIED Storage of Type 1 and Type 2 wastes in the Container Storage Building Amount: \$0.00 (Option Line Item) Line item value is: \$0.00 Delivery: 06/04/2023				0.00	
00012	UNCLASSIFIED Storage of Type 2 and Type 3 wastes in the Federal Waste Facility Amount: \$6,315,771.87 (Option Line Item) Line item value is: \$6,315,771.87 Delivery: 06/04/2023				6,315,771.87	
00013	UNCLASSIFIED Mobile Loading Support of Type 1 and 2 Wastes in CSB Amount: \$0.00 (Option Line Item) Continued ...				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$6,315,771.87

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/03/2021	CONTRACT NO. 89303321GEM000020	ORDER NO. 89303421FEM400009
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
	Line item value is: \$0.00 Delivery: 06/04/2023 UNCLASSIFIED					
00014	Mobile Loading Support of Type 2 and 3 Wastes in FWF Amount: \$0.00 (Option Line Item) Line item value is: \$0.00 Delivery: 06/04/2023				0.00	
00015	UNCLASSIFIED Incidental Storage Costs Amount: \$0.00 (Option Line Item) Line item value is: \$0.00 Delivery: 06/04/2023				0.00	
00016	UNCLASSIFIED Storage of Type 1 and Type 2 wastes in the Container Storage Building Amount: \$0.00 (Option Line Item) Line item value is: \$0.00 Delivery: 06/04/2024				0.00	
00017	UNCLASSIFIED Storage of Type 2 and Type 3 wastes in the Federal Waste Facility Amount: \$1,815,784.41 (Option Line Item) Line item value is: \$1,815,784.41 Delivery: 06/04/2024				1,815,784.41	
00018	UNCLASSIFIED Mobile Loading Support of Type 1 and 2 Wastes in CSB Amount: \$0.00 (Option Line Item) Line item value is: \$0.00 Delivery: 06/04/2024				0.00	
00019	UNCLASSIFIED Mobile Loading Support of Type 2 and 3 Continued ...				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$1,815,784.41

ORDER FOR SUPPLIES OR SERVICES
SCHEDULE - CONTINUATION

IMPORTANT: Mark all packages and papers with contract and/or order numbers.

DATE OF ORDER 05/03/2021	CONTRACT NO. 89303321GEM000020	ORDER NO. 89303421FEM400009
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ITEM NO. (a)	SUPPLIES/SERVICES (b)	QUANTITY ORDERED (c)	UNIT (d)	UNIT PRICE (e)	AMOUNT (f)	QUANTITY ACCEPTED (g)
00020	Wastes in FWF Amount: \$0.00 (Option Line Item) Line item value is: \$0.00 Delivery: 06/04/2024 UNCLASSIFIED Incidental Storage Costs Amount: \$0.00 (Option Line Item) Line item value is: \$0.00 Delivery: 06/04/2024 Received and Accepted <i>Michael Burney</i> Michael Burney Director of Contracts and Administrative Services Waste Control Specialists LLC 05/05/2021				0.00	

TOTAL CARRIED FORWARD TO 1ST PAGE (ITEM 17(H))

\$0.00

**SECTION B
 SUPPLIES OR SERVICES AND PRICES/COSTS**

Section B of the Nationwide Low-Level Mixed Low-Level Waste Treatment Services BOA, 89303321GEM000020, is applicable in its entirety and is hereby incorporated by reference.

B.01 TYPE OF TASK ORDER - ITEMS BEING ACQUIRED

DOE Environmental Management -Los Alamos Field Office Interim TRU/GTCC Waste Storage Project: The Department of Energy (DOE) Environmental Management Los Alamos Field Office (EM-LA) requires ancillary services for the storage of transuranic (TRU) or Greater-Than-Class C (GTCC) at the Contractor’s facility in Andrews, Texas.

This is a Indefinite Quantity Task Order that utilizes Firm Fixed Unit Rates (FUR) issued against Section C.4.5, *Ancillary Services*, of Basic Ordering Agreement (BOA) 89303321GEM000020 for the interim storage of up to seventy-five (74) shipping containers of Department of Energy (DOE) Contact Handled Transuranic Waste (CH-TRU) / Greater than Class C (GTCC) Waste. This task order also includes facility operations oversight to support DOE with mobile loading, complete oversight of TRU/GTCC waste storage activities at the Contractor’s facility, and technical support (including shipping support) as detailed in Section C.

The Contractor shall be responsible to furnish personnel, labor, facilities, office furniture, equipment, material, services, and supplies for personnel (except as set forth in this task order to be furnished by DOE or others), and otherwise perform work in a safe, integrated, effective, and efficient manner in accordance with the terms and conditions of the BOA and resulting task order.

B.02 TASK ORDER LINE ITEM NUMBERS

MONTHS: 1 to 12 (June 4 2021 to June 3 2022)

TASK ORDER LINE ITEM	ANCILLARY SERVICE	QUANTITY	UNIT PRICE PER CONTAINER PER MONTH	TOTAL ESTIMATED MONTHS	NOT TO EXCEED EXTENDED AMOUNT
0001	Storage of Type 1 and Type 2 wastes in the Container Storage Building (CSB)	N/A	\$643.51 per Container per Month	N/A	N/A
0002	Storage of Type 2 and Type 3 wastes in the Federal Waste Facility	74	\$6,639.46 Per Container Per Month	12	\$5,895,840.62
0003	Mobile Loading Support of Type 1 and 2 Wastes in CSB	N/A	TBD Per shipment	N/A	TBD

Basic Ordering Agreement 89303321GEM000020
 Task Order: 89303421FEM400009
 Transuranic/Greater-Than-Class-C Waste Storage Services
 Page 7 of 30

0004	Mobile Loading Support of Type 2 and 3 Wastes in FWF (Option)	N/A	TBD	N/A	TBD
0005	Incidental Storage Costs	N/A	TBD	N/A	TBD
TOTAL – MONTHS 1 TO 12					\$5,895,840.62

MONTHS: 13 to 24 (June 4 2022 to June 3 2023)

TASK ORDER LINE ITEM	ANCILLARY SERVICE	QUANTITY	UNIT PRICE PER CONTAINER PER MONTH	TOTAL ESTIMATED MONTHS	NOT TO EXCEED EXTENDED AMOUNT
0006	Storage of Type 1 and Type 2 wastes in the Container Storage Building (CSB)	N/A	\$666.03 Per Container Per Month	N/A	N/A
0007	Storage of Type 2 and Type 3 wastes in the Federal Waste Facility	74	\$6,871.84 Per Container Per Month	12	\$6,102,195.04
0008	Mobile Loading Support of Type 1 and 2 Wastes in CSB	N/A	\$5,525.92 Per shipment	N/A	N/A
0009	Mobile Loading Support of Type 2 and 3 Wastes in FWF (Option)	N/A	TBD	N/A	TBD
0010	Incidental Storage Costs	N/A	TBD	N/A	TBD
TOTAL – MONTHS 13 TO 24					\$6,102,195.04

OPTION PERIOD 1: MONTHS: 25 to 36 (June 4 2023 to June 3 2024)

TASK ORDER LINE ITEM	ANCILLARY SERVICE	QUANTITY	UNIT PRICE PER CONTAINER PER MONTH	TOTAL ESTIMATED MONTHS	NOT TO EXCEED EXTENDED AMOUNT
0011	Storage of Type 1 and Type 2 wastes in the Container Storage Building (CSB)	N/A	\$689.34 Per Container Per Month	N/A	N/A
0012	Storage of Type 2 and Type 3 wastes in the Federal Waste Facility	74	\$7,112.36 Per Container Per Month	12	\$6,315,771.87
0013	Mobile Loading Support of Type 1 and 2 Wastes in CSB	N/A	\$5,719.32 Per shipment	N/A	N/A

0014	Mobile Loading Support of Type 2 and 3 Wastes in FWF (Option)	N/A	TBD	N/A	TBD
0015	Incidental Storage Costs	N/A	TBD	N/A	TBD
TOTAL – MONTHS 25 TO 36					\$6,315,771.87

OPTION PERIOD 2: 100 DAYS AFTER NORMAL TASK ORDER EXPIRATION (June 4 2024 to September 12 2024)

TASK ORDER LINE ITEM	ANCILLARY SERVICE	QUANTITY	UNIT PRICE PER CONTAINER PER MONTH	TOTAL ESTIMATED DAYS	NOT TO EXCEED EXTENDED AMOUNT
0016	Storage of Type 1 and Type 2 wastes in the Container Storage Building	N/A	\$23.78 Per Container Per Day	N/A	N/A
0017	Storage of Type 2 and Type 3 wastes in the Federal Waste Facility	74	\$245.38 Per Container Per Day	100	\$1,815,784.41
0018	Mobile Loading Support of Type 1 and 2 Wastes in CSB	N/A	\$5,719.32 Per shipment	N/A	N/A
0019	Mobile Loading Support of Type 2 and 3 Wastes in FWF (Option)	N/A	TBD	N/A	N/A
0020	Incidental Storage Costs	N/A	TBD	N/A	TBD
TOTAL – 100 DAYS AFTER MONTH 36					\$1,815,784.41

- Line Items 0001, 0002, 0006, 0007, 0011, 0012, 0016, and 0017: The prices above include a 20% storage fee on waste volumes exceeding one year, as imposed by current Texas regulations. WCS will pass onto DOE without markup any state, county or governmental fees, taxes and surcharges on waste management, to the extent they are not in effect on the date of this task order.
- Line Item 0003, 0008, 0013, and 0018: Mobile loading prices are based on fully-utilized shipment. Shipment is defined as a single TRUPACT II or HalfPACT.
- Line Items 0004, 0005, 0009, 0010, 0014, 0015, 0019, and 0020: WCS cannot provide pricing at this time, until the requirements of container remediation are fully defined. WCS and DOE will negotiate in good faith to add pricing at a later date.

- Not-to-exceed amounts above do not include loading prices (to be determined) or any additional fees passed through to DOE pursuant to note a. above.
- The value of this task order is \$22,000,000.

B.03 LIMITATION OF FUNDS

In accordance with 89303321GEM000020 Section B.03, the total funds in the amount(s) specified below is obligated for the payment of allowable costs under this Task Order. It is estimated that this amount is sufficient to cover performance through the date(s) shown below:

CLIN	Funding Amount	Estimated Date
Months 1 – 12		
0001 – Storage of Type 1 and Type 2 Wastes in the Container Storage Building	TBD	TBD
0002 – Storage of Type 2 and Type 3 wastes in the Federal Waste Facility	\$2,947,920.24	December 3, 2021
0003 – Mobile Loading Support of Type 1 and 2 Wastes in CSB	TBD	TBD
0004 – Mobile Loading Support of Type 2 and 3 Wastes in FWF (Option)	TBD	TBD
0005 – Incidental Storage Costs	TBD	TBD
Months 13-24		
0006 – Storage of Type 1 and Type 2 Wastes in the Container Storage Building	TBD	TBD
0007 – Storage of Type 2 and Type 3 wastes in the Federal Waste Facility	TBD	TBD
0008 – Mobile Loading Support of Type 1 and 2 Wastes in CSB	TBD	TBD
0009 – Mobile Loading Support of Type 2 and 3 Wastes in FWF (Option)	TBD	TBD
0010 – Incidental Storage Costs	TBD	TBD
Option Period 1: Months 25-36		
0011 – Storage of Type 1 and Type 2 Wastes in the Container Storage Building	TBD	TBD
0012 – Storage of Type 2 and Type 3 wastes in the Federal Waste Facility	TBD	TBD
0013 – Mobile Loading Support of Type 1 and 2 Wastes in CSB	TBD	TBD
0014 – Mobile Loading Support of Type 2 and 3 Wastes in FWF (Option)	TBD	TBD
0015 – Incidental Storage Costs	TBD	TBD
Option Period 2: 100 DAYS AFTER NORMAL EXPIRATION		
0016 – Storage of Type 1 and Type 2 Wastes in the Container Storage Building	TBD	TBD
0017 – Storage of Type 2 and Type 3 wastes in the Federal Waste Facility	TBD	TBD
0018 – Mobile Loading Support of Type 1 and 2 Wastes in CSB	TBD	TBD
0019 – Mobile Loading Support of Type 2 and 3 Wastes in FWF (Option)	TBD	TBD
0020 – Incidental Storage Costs	TBD	TBD
Total Obligated Funds to Date:	<u>\$2,947,920.24</u>	

The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this task order and the Contractor is not obligated to continue performance under this Task Order or otherwise incur costs in excess of the amount allotted to the Task Order by the Government.

SECTION C
DESCRIPTIONS/SPECIFICATIONS/PERFORMANCE WORK STATEMENT

C.01 BACKGROUND

DOE sent TRU/Greater than Class C from Los Alamos National Laboratory (LANL) to the Contractor's facility in Andrews County, Texas for temporary storage after the February 2014 salt truck fire and radiological release events caused the shutdown of the Waste Isolation Pilot Plant (WIPP), which is the intended disposal facility for the LANL TRU/GTCC waste. At the time, the shipment of the LANL TRU waste to the Contractor's facility was believed to be compliant with applicable Department of Transportation (DOT) standards and regulations. These waste containers and their contents were believed to be acceptable for disposal at WIPP without any additional treatment.

The TRU/GTCC waste was intended to be stored at the Contractor's facility for less than 365 days from the initial date of receipt of each shipment. All shipments to the Contractor's facility were made in accordance with the then WIPP shipping requirements, using WIPP shipping packaging, trucks, trailers, and personnel. After shipments to the Contractor's facility had already started and TRU/GTCC waste was received at the Contractor's facility, it was determined that the source of the radiological release at the WIPP facility was a LANL drum. At that point, all TRU/GTCC waste shipments to the Contractor from LANL for temporary storage immediately ceased.

Further investigation by DOE determined an exothermic reaction involving the mixture of the organic materials, absorbent, and/or neutralizer, and nitrate salts occurred inside LANL drum 68660 at the WIPP facility. This exothermic reaction resulted in pressurization of the drum, failure of the drum locking ring, and displacement of the drum lid causing the release of radioactive materials in the WIPP underground. It was confirmed by DOE that some of the LANL TRU waste received for storage by the Contractor is from the same population as the reactive drum at WIPP.

There are currently two categories of TRU/GTCC waste stored at the Contractor's facility in Andrews, Texas that require further interim storage. These categories are referred to as Type 2 and Type 3, and are described as follows:

- **The Type 2 CH TRU Waste** category includes D001 and/or D002 codes but does not contain the same waste composition as the drum that reacted at WIPP.
- **The Type 3 CH TRU Waste** category consists of waste that is currently contained within Modular Concrete Canisters (MCCs) below-grade within the Contractor's Federal Waste Facility (FWF). This population consists primarily of D001 and D002 coded waste (with the same or similar waste composition as the drum that reacted at WIPP) that poses significant health and safety hazards including the potential for severe exothermic reaction.

For the purposes of this task order and licensing at the Contractor's facility, this waste is classified by the Nuclear Regulatory Commission (NRC) regulations as GTCC.

C.02 SCOPE OF WORK

C.02.1 General Scope

The Contractor shall furnish all personnel, labor, facilities, equipment, material, supplies, and services (except as may be expressly set forth in the BOA, and/or any order as furnished by the Ordering Activity/Waste Generator) and otherwise do all things necessary to perform the scope of work.

All work will be performed in compliance with the requirements established in this task order. The Contractor shall furnish all personnel, facilities, equipment, materials, supplies, and services (except as furnished by the DOE) and otherwise do all the processes necessary for performing the work in a safe, efficient, and effective manner.

C.02.2 Compliance with BOA

The Contractor shall perform this work in accordance with Section C.4.5, Ancillary Services, of BOA 89303321GEM000020.

C.02.3 Permit Matters

DOE acknowledges that the Contractor is providing storage services for the waste subject to the Agreed Order Docket No. 2015-1139-IHW-E dated December 9, 2015 between the Texas Commission on Environmental Quality (TCEQ) and DOE; and Agreed Order Docket No. 2015-0514-RAW-E between TCEQ and the Contractor (the "Agreed Orders") as well as Section H.18 Laws, Regulations and DOE Directives of the BOA 89303321GEM000020, as applicable.

C.03 WORK INCLUDED

C.03.1 Interim Storage

The Contractor shall provide interim storage, monitoring, and management of up to seventy-four (74) shipping containers of DOE TRU/GTCC waste at their facility in Andrews, Texas.

C.03.2 DOE Inspections

In accordance with E.01 FAR 52.246-4, Inspection of Services – Fixed Price (AUG 1996) and I.26, Audit and Records – Negotiation (OCT 2010), of the master BOA, the Contractor shall afford the authorized DOE agents, or other designee authorized by the DCO and/or the DCOR, right of access to Contractor's facilities and records for inspection, testing, witnessing, or audit of work performed under this task, conducted during the normal working hours of Contractor and upon reasonable prior notice. This right of access is to be flowed down to any sub-tier suppliers performing work on behalf of the Contractor under this task.

C.03.3 Safe Parking

The Contractor shall provide "Safe Parking" for loaded and empty TRU/GTCC waste transportation vehicles involved in the de-inventorying of the DOE waste storage at the

Contractor's facility, as needed and requested by DOE. In accordance with, "Safe Parking" is described in the National TRU Program Implementation Guide: "*Due to off-normal conditions (weather, security, mechanical, schedule) TRU/ Waste Shipments bound for WIPP may need to be delayed or diverted. Safe Parking is required where the trucks can stop in a designated area. Parking in a secure location for up to six loaded shipments carrying up to three CH Packages/conveyances would be required. Safe Parking location must have access for DOE, contractor personnel, and state law enforcement.*"

C.03.4 Mobile Loading

The Contractor shall support the mobile loading of all shipping containers to be loaded and transported in DOE-supplied TRUPACT-II and HalfPACTs to the DOE WIPP Facility for permanent disposal, and shall support the loading and manifesting of the waste containers from the Contractor's facility, in each case as set out more specifically below.

All TRUPACT-II and HalfPACT casks shall be empty upon arrival at the Contractor's facility, and no "partial" shipments will be sent to the Contractor for additional loading of Contractor de-inventorying containers (i.e., conveyance and TRUPACT-II and HalfPACT upon arrival at the Contractor's facility will not contain other waste packages).

Unless specifically exempted, all subject waste shipments per this task will be shipped per applicable USDOT requirements and the Type B packaging "Certificate of Certification" for the shipping container. The Contractor shall prepare the manifest for shipment of all subject waste. DOE or its agents shall provide any information necessary to assist the Contractor in completing the manifest. The Contractor shall sign the manifest as the shipper of record as follows: "[Contractor's Business Name] on behalf of LANL on behalf of DOE."

DOE or its agents (i.e. Central Characterization Program (CCP)) shall comply with the Contractor's procedural process for waste acceptance and management during handling and shipment of any TRU waste at the Contractor's facility.

C.03.4.1 Equipment

DOE will provide the following:

- All TRU Waste Packaging interface equipment required for Contact Handled Mobile Loading Unit operations, including any necessary forklift adapters or attachments.

Contractor shall provide:

- Crane and rigging
 - Minimum 5-Ton Capacity for TRUPACT-II and HalfPACT
- Payload Handling/Storage
 - 6-Ton Diesel Forklift

The Contractor shall be responsible for maintenance on Contractor supplied equipment.

C.03.4.2 Staffing

DOE, through its prime contractor, will provide personnel and interfaces for the following:

- Project Management
- CCP Waste Certification
- Shipment Scheduling
- MLU team members, and management of MLU team
- CCP Transportation Certification Officials
- CH Packaging Operators

The Contractor shall provide personnel and interfaces for the following:

- Radiological Control Services
- Crane Operation/Rigging Services
- Container Handling/Forklift Services
- Technical Representative (TR)
- Periodic inspections to verify TRU waste inventory and segregation

DOE, through its prime contractor, will be responsible to the Contractor for ensuring that the appropriate personnel (other than personnel for which the Contractor is responsible) are available at the scheduled times, and that loading a dedicated prime contractor shipment (up to three TRUPACT IIs or HalfPACTs) will not exceed 10 -hours, barring extenuating circumstances (e.g., equipment problems, inclement weather, emergency events, etc.).

C.03.4.3 Procedures

DOE:

DOE will provide the current applicable procedures in a separate transmittal and any revisions or updates to those procedures will be provided to the Contractor thirty (30) days prior to implementation

Contractor:

Operations at the Contractor's site will be conducted under Contractor site programs (Radiation Protection, Environmental Safety & Health, Security, etc.) and associated implementing procedures. All onsite personnel will be required to receive applicable Contractor onsite training.

C.03.5 Waste Oversight and Technical Support

The Contractor shall provide complete oversight of TRU/GTCC waste storage activities at the Contractor's facility and provide technical support as set forth above.

C.03.6 Incidental Storage Costs

The Contractor anticipates incurring additional costs in the near future related to the storage of TRU/GTCC waste in its Federal Waste Facility due to an extended storage duration and now space limitations within the FWF. WCS has had to continue commercial operations working around this waste while also maintaining access for potential emergency purposes and future removal actions which has limited our disposal and workspace capacity. If the waste is not removed in the next several months WCS expects to incur expansion cost much sooner than anticipated in addition to increased handling costs due to double handling to get MCC waste placed and disposed of until new access ramps to the higher tiers are available. The contractor will be responsible for determining costs for the expansion and additional handling and will work with DOE on a cost-plus reimbursement fee as applicable

C.04 DELIVERABLES

The Contractor shall provide TRU/GTCC Waste Storage Services in accordance with Section B.02 of this Request for Task Proposal.

C.05 TECHNICAL SPECIFICATIONS

RESERVED

C.06 NATIONAL CODES AND STANDARDS

The following codes and standards are incorporated by reference herein and shall have the same force and effect as if printed in full text.

Federal Code/ Standard No.	Date	Title
49 CFR (US DOT)	(Current)	Part 105-180
DOE Order 435.1, <i>as applicable</i>	(Current)	Radioactive Waste Management

SECTION D - PACKAGING AND MARKING

Section D of the Nationwide Low-Level Mixed Low-Level Waste Treatment Services BOA, 89303321GEM000020, is applicable in its entirety and is hereby incorporated by reference.

SECTION E - INSPECTION AND ACCEPTANCE

Section E of the Nationwide Low-Level Mixed Low-Level Waste Treatment Services BOA, 89303321GEM000020, is applicable in its entirety and is hereby incorporated by reference.

SECTION F - DELIVERIES OR PERFORMANCE

Section F of the Nationwide Low-Level Mixed Low-Level Waste Treatment Services BOA, 89303321GEM000020, is applicable in its entirety and is hereby incorporated by reference. Additional Section F clauses related to this task order are listed below:

F.01 PERIOD OF PERFORMANCE:

The period of performance for this task order shall be twenty-four (24) months from the date of task order award. This task order also has a one-year option period bringing the period of performance to thirty-six (36) months plus 100 days.

F.02 DOE-F-2007 DELIVERY OF LIMITED RIGHTS DATA (OCT 2014)

- (a) Delivery of limited rights data. The Contractor shall, at the option of the Contracting Officer, be required to deliver any limited rights data used in the performance of this contract. Such data shall be subject to the provisions of the clause at FAR 52.227-14, *Rights in Data--General*, paragraph (g), "Protection of limited rights data and restricted computer software," with Alternatives II and V which are incorporated into this contract.
- (b) The limited rights data subject to the clause at FAR 52.227-14, *Rights in Data—General*, are listed below. This listing of limited rights data, which are asserted by the Contractor to be limited rights data, does not constitute an admission by the Government that the data is in fact limited rights data.

NONE

If a patent is issued by the United States Patent and Trademark Office (U.S. PTO) or the patent office of any foreign country based on any information asserted to be limited rights data, the Government will no longer treat any data contained in such issued patent as limited rights data. In addition, if any information asserted to be limited rights data results in or becomes a Subject Invention, as that term is defined in the patent rights clause of this agreement, the Government will only treat such data as limited rights data until the Contractor has filed its initial patent application.

- (c) The Contractor shall not introduce or utilize any limited rights data not identified in (b) above without advance written notification to the Contracting Officer.
- (d) Notwithstanding any other provision of this Contract, the following data shall be delivered to the Government with unlimited rights:

NONE

F.03 DOE-F-2008 DELIVERY OF RESTRICTED COMPUTER SOFTWARE (OCT 2014)

- (a) Delivery of restricted computer software. The Contractor shall, at the option of the Contracting Officer, be required to deliver any restricted computer software used in the performance of this contract. Such restricted computer software shall be subject to the

provisions of clause at FAR 52.227-14, *Rights in Data-General*, paragraph (g), "Protection of limited rights data and restricted computer software," with Alternatives III and V which are incorporated into this contract.

- (b) The restricted computer software subject to the clause at FAR 52.227-14, *Rights in Data-General*, are listed below. This listing of restricted computer software, which is asserted by the Contractor to be restricted computer software, does not constitute an admission by the Government that the data is in fact restricted computer software.

NONE

If a patent is issued by the United States Patent and Trademark Office (U.S. PTO) or the patent office of any foreign country based on any information asserted to be restricted computer software, the Government will no longer treat any data contained in such issued patent as restricted computer software. In addition, if any information asserted to be restricted computer software results in or becomes a Subject Invention, as that term is defined in the patent rights clause of this agreement, the Government will only treat such data as restricted computer software until the Contractor has filed its initial patent application.

- (c) The Contractor shall not introduce or utilize any restricted computer software not identified in (b) above without advance written notification to the Contracting Officer.
- (d) Notwithstanding any other provision of this contract, the following data shall be delivered to the Government with unlimited rights:

NONE

F.04 FINAL INSPECTION/ACCEPTANCE

Final inspection/acceptance of deliverables shall take place upon completion of deliverables. The final inspection/acceptance may occur at the Contractor's facility in Andrews, Texas or through remote means.

SECTION G – CONTRACT ADMINISTRATION DATA

Section G of the Nationwide Low-Level Mixed Low-Level Waste Treatment Services BOA, 89303321GEM000020, is applicable in its entirety and is hereby incorporated by reference. Additional Section G clauses related to this task order are listed below:

G.01 GOVERNMENT CONTACT FOR TASK ORDER ADMINISTRATION

The Contractor shall use the Designated Contracting Officer (DCO) and Contract Specialist (CS) at the addresses provided as the points of contact for all administrative matters regarding the task order, with the exception of technical matters. The names and addresses of the DCO and CS are as follows:

Designated Contracting Officer – Aaron Romero
US Department of Energy Los Alamos Field Office
1200 Trinity Drive
Los Alamos, NM 87544
Ph: (505) 692-0105
Email: aaron.romero@em.doe.gov

The Contractor shall use the Designated Contracting Officer Representative (DCOR) at the address provided as the point of contact for all technical matters. The DCOR's name and address is as follows:

Designated Contracting Officer Representative – Jesse Kahler
US Department of Energy Los Alamos Field Office
1200 Trinity Drive
Los Alamos, NM 87544
Ph: (505) 423-4360
Email: jesse.kahler@em.doe.gov

Specific duties and responsibilities of the DCOR are those delegated in the Contracting Officer's Representative Delegation for this task order and listed under the Technical Direction clause 952.242-70 in Section I of the BOA.

G.02 DEFECTIVE OR IMPROPER INVOICES

Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when the Government receives a defective or improper invoice.

Waste Control Specialists LLC
Attn: Accounts Receivable, Beau Morgan
The Summit at Preston Trails
17101 Preston Road, Suite #115
Dallas, TX 75248
Email: bmorgan@wcstexas.com
Ph: (682) 503-0030 ext 5119

G.03 SHIPMENT DELIVERY SCHEDULER

For waste shipments from the Contractor's facility, the Contractor's Shipment Delivery Scheduler for this BOA is listed below.

Waste Control Specialists LLC
Attn: Transportation Scheduling
Rene Guy
Ph: (432) 525-8739
PO Box 1129
Andrews, TX 79714

G.04 TASK ORDER TRACKING NUMBER

Per Section H.12(b) of BOA 89303321GEM000020, this task order has been assigned tracking number LA01.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

Section H of the Nationwide Low-Level Mixed Low-Level Waste Treatment Services BOA, 89303321GEM000020, is applicable in its entirety and is hereby incorporated by reference. Additional Section H terms and conditions related to this task order are listed below:

H.01 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)

The Government may award contracts to other contractors for work to be performed at a DOE owned or –controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

H.02 SPECIFIC TASK ORDER TERMS AND CONDITIONS

The terms and conditions under this Task Order are strictly specific to the work being performed under this task order. The Contractor mutually agrees to the placement of these terms and conditions. **In the event of any conflict between the task order and BOA, 89303321GEM000020, the BOA terms and conditions shall control.**

H.03 MOST FAVORABLE RATE

The Contractor shall provide DOE the lowest priced unit rates and/or discounted rate (by CLIN) afforded to any of its customers for identical stored wastes. If at any time the Contractor provides a lower rate/discounted rate to a customer outside of this task order, the contractor shall notify the Designated Contracting Officer within three (3) business days. The lower rate/discount shall be applied to this contract by way of a bi-lateral modification within thirty (30) days of the utilization of the lower rate. The new lower rate/discount shall apply to any future Task Orders issued for similar requirements.

H.04. GENERATOR CERTIFICATION AND RELATED MATTERS

A. The Government agrees that it will (i) provide to WCS such evidence as may be necessary to ensure compliance with the generator certification and Government Waste receipt requirements set forth in the applicable WCS License(s) and associated procedures that implement such requirements, and (ii) advise WCS of the hazards and risks known by the Government to be associated with the Government Waste to be managed pursuant to this Agreement. If the Government receives any information, during the term of this Agreement, that any such Government Waste, or components of any such Government Waste, present or may present a hazard or risk to any person, entity or property or to the environment, which was not disclosed in any applicable Profile Document, then the Government shall promptly report, but in no event later than five (5) business days from discovery, such information to WCS. At the request of WCS, the Government shall deliver an updated Profile Document if necessary for compliance with the applicable WCS License(s) or TCEQ requirements. (See also BOA H.17 (7) – Waste Generator Responsibilities/Government Furnished Resources)

- B. The Government shall provide any classifying, labeling, placarding, marking, manifesting, or other such documentation required by law or regulation for the Government Waste to be managed pursuant to this Agreement if requested by WCS. At the same time, the Government will advise WCS of procedures, if known, that would be of significance to the proper handling of such Government Waste. WCS has the right at any time to perform a generator audit to ensure proper quality controls over such Government Waste, if required by any applicable WCS License (See also BOA H.17, Waste Generator Responsibilities / Government Furnished Resources)

H.05. TRANSPORTATION

- A. Unless otherwise agreed in the Agreement, the Government shall be responsible for loading the Government Waste and providing suitable means to transport and deliver the Government Waste from the WCS facility in accordance with all applicable requirements of the United States Department of Transportation (the "DOT"), United States Environmental Protection Agency (the "EPA"), the United States Nuclear Regulatory Commission (the "NRC"), the TCEQ, the Texas Department of State Health Services ("DSHS"), and the New Mexico Environment Department (the "NMED"), and all other applicable regulatory bodies, statutes and regulations, whether federal, state, or local. In connection with the performance of its obligations pursuant to this Agreement and the transportation of Government Waste, the Government shall (i) comply with, (ii) use means of transportation (including, without limitation and to the extent applicable, vehicles, trucks, trailers or railcars) and/or shipping containers that are in good working order and comply with, and (iii) cause to be delivered to WCS all shipping papers, manifests, and labels that comply with, all applicable requirements of the DOT, the EPA, the NRC, the TCEQ, DSHS, the NMED, and all other applicable regulatory bodies, statutes and regulations, whether federal, state, or local.
- B. Any means of transportation and/or shipping containers supplied by the Government or Government's designated transportation provider for the transportation of Government Waste from the WCS facility will not exceed contamination levels described in the Profile Document, and vehicles supplied by the Government for the transportation of Government Waste shall be devoid of any residue from previous shipments. Government agrees to cause any Government Waste to be transported in such a manner as to minimize spillage and contamination of the WCS site and to minimize the risk of injury to, or the unnecessary exposure to such Government Waste of, WCS and the Government personnel or the personnel of Government's designated transportation provider.

H.06. ONSITE COMPLIANCE

During any period of time that Government personnel, or the personnel of any Other Government Contractor (including Government's designated transportation source), may be on site at the WCS facility, the Government will ensure that such personnel comply with all regulatory requirements applicable to such site as well as WCS's environmental, health, safety, security and other applicable site rules, regulations and policies in effect from time to time. The Government shall conduct its actions at the WCS site without negligence or willful misconduct. Government represents and warrants that containers will not leak or release materials if not opened or compromised by WCS.

H.07. [RESERVED]

H.08. GOVERNMENT WASTE REMOVAL

- A. The Government will pursue all reasonable alternative options and activities for storage, staging, disposal, treatment, and/or transportation of the Government Waste, including without limitation, the options and activities required by the “Agreed Orders” (as defined in Section C (Performance Work Statement)).
- B. Entry into this Agreement by WCS does not constitute or operate as acceptance of the Non-Conforming Government Waste or a withdrawal by WCS of its prior rejection of and revocation of consent to the Non-Conforming Government Waste at WCS facilities.

H.09. TITLE

Title, risk of loss and all other incidents of ownership of and to the Government Waste will not pass to WCS unless (by separate task order or agreement) WCS disposes of the Government Waste.

H.10. [RESERVED]

H.11. INSURANCE

- A. Other Government Contractors
 - i. The Government shall use reasonable efforts to cause any Other Government Contractors who come onto the WCS’s site in connection with this Agreement to perform physical labor (i.e., not as visitors) to maintain throughout the term of this Agreement insurance in at least the following amounts (with all of Government’s deductibles, coinsurance payments, self-insured exposures, uninsured, or underinsured exposures at its sole risk and responsibility):
 - (1) Commercial General Liability (and/or excess liability insurance): \$5,000,000 each occurrence (bodily injury and property damage combined);
 - (2) Business Automobile Liability: \$3,000,000 each occurrence (bodily injury and property damage combined); provided, however, that this requirement only applies if and when the Government owns or operates vehicles (including trailers) that will be utilized on a WCS site, and provided further that if the Government’s owned or operated vehicles will be used to transport material to a WCS site, then Government shall maintain the business automobile liability coverage required of transporters/carriers below;
 - (3) Workers Compensation and Employer’s Liability: Part A – statutory requirements; Part B Employer's Liability - \$1,000,000 each accident;

- ii. If the Government hires, directly or indirectly, any vehicles or conveyances to transport material to or from WCS, the Government shall use reasonable efforts to ensure that any such transporter/carrier maintains the following insurance coverages in at least the following amounts:
 - (1) Business Auto Liability (and/ or excess/umbrella liability): \$5,000,000 each occurrence (bodily injury and property damage combined), for all owned, hired and non-owned vehicles, including trailers, to be utilized in transporting material to a WCS site. Policy must contain an MCS-90 endorsement and an ISO CA 99 48 03 06 (Pollution Liability-Broadened Coverage) endorsement, or equivalent.
 - (2) Workers Compensation and Employer's Liability: Part A – statutory requirements; Part B Employer's Liability - \$1,000,000 each accident.
 - iii. To the extent permitted by applicable Federal, state and local laws and regulations, all insurance policies required under this section (including transporter/carrier coverage), must (x) name WCS as an additional insured, except under any Workers Compensation or Employer's Liability policy, and (y) specify that insurers have no right of recovery or subrogation against WCS for all policies, to include any applicable umbrella policy.
- B. General. The Government shall furnish the other party with evidence of insurance evidencing the required coverages and minimum limits (including transporter/carrier coverage), prior to, or concurrent with, the effective date of this Agreement and during the entire term of the Agreement. Failure of a party to secure and maintain the insurance coverages and minimum amounts set forth above, or the failure to supply evidence of insurance properly evidencing such coverages and minimum limits, will in no way constitute a waiver, or relieve such party from the requirements herein. All insurers shall have a minimum A.M. Best rating of A-, VII.

H.12. INDEPENDENT CONTRACTOR

WCS is and shall perform this Agreement as an independent contractor and as such shall have and maintain complete control over all of its employees and operations. Neither WCS nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the Government.

0. Government Activities at WCS Site.

The provisions of this section apply to any activities of Government or any Other Government Contractor at the WCS site.

- a. The Government shall comply with all applicable federal, state and local safety, health and environmental laws and regulations. The Government shall also comply with applicable WCS radiation safety, quality assurance, health and safety, security and environmental procedures, protocols, permits and licenses, including completion of Contractor Orientation Training and other applicable training or briefing requirements. The Government shall comply with the requirements set forth in WCS's Contractor Orientation Training, as it may be updated from time to time and communicated to the Government.

- b. The Government is responsible for the safety and supervision of its workforce (employees and subcontractors) and OSHA compliance for all its activities. The Government shall notify WCS of all incident and injuries. The Government will be responsible to provide all specialized safety equipment necessary to do the job safely. The Government acknowledges that it possesses the expertise and knowledge of the tasks to be performed, the hazards associated with those tasks and the appropriate safety precautions, personal protective equipment, training and experience necessary to manage and perform the required work in a safe and effective manner.
- c. If any emergency occurs that endangers life or property at the WCS site as it relates to the Services, the Government shall take such immediate action as may be reasonable and necessary to prevent, avoid or mitigate damage, injury or loss, and shall report to WCS as soon as reasonably possible any such occurrences, including the Government's response thereto. The Government shall provide training to its site personnel as reasonably required to prepare them to deal with emergencies in accordance with the applicable WCS procedures and protocols.
- d. The Government will be responsible for compliance by Other Government Contractors with the provisions of this section and with Section 10 of these Special Terms (insurance requirements), to the same extent as the Government must comply.
- e. In the event that the Contractor is unable or unwilling to perform or defaults on its present or future obligations to the Government under this Task Order, the Contractor will, to the extent Contractor is authorized to do so and to the extent permissible under applicable law, grant the Government access to temporarily enter the Contractor's facility for the sole purpose of protecting and managing the Government Waste at the Contractor's facility until permanent alternative arrangements can be made assuring the safety of the Government Waste, the general public, and the surrounding environment.

H.14. GOVERNMENT EQUIPMENT

- a. "Government Equipment" means any tools or other equipment of the Government or any Other Government Contractor relating to the Government Waste.
- b. The Government represents and warrants to WCS that all of the Government Equipment will at all times while in use (A) be in good operating condition and repair and have been maintained in accordance with standard industry practice, and (B) be fit and suitable for the use intended by WCS. The Government will cause all Government Equipment (as set forth in the Statement of Work) to be conforming to the preceding sentence and to be available at the scheduled times. The Government further represents and warrants that Government will provide sufficient training to WCS employees for the Government Equipment along with operation manuals, maintenance schedule, engineering drawings, and any additional information that may be required to support WCS operations.
- c. During shipping campaigns, WCS shall at the request of Government store Government Equipment in a secure location at the WCS site (behind locked gates), in a manner consistent with how WCS would store the Government Equipment if it were WCS's own similar tools or equipment, in compliance with all applicable laws. Risk of loss for the Government

Equipment will be the obligation and responsibility of Government, except to the extent caused by WCS's breach of this Agreement.

- d. The Government is responsible for maintenance of the Government Equipment. Maintenance may only be performed at the WCS site with WCS's prior written consent. Any such maintenance performed at the WCS site will be subject to the following provisions:
 - i. SDSs are required and must be provided to WCS's Safety Department and WCS's Environmental Compliance Department for chemicals brought onto WCS's facility prior to bringing those materials onto the facility. These chemicals must be properly stored, handled, disposed and removed from WCS's facility after completion of contracted work scope, in accordance with all applicable regulations. The Government is responsible for reporting and cleaning up spills of fluids, solids and debris generated in the performance of its work and for proper disposition of work related material, in accordance with all applicable regulations. Without limiting the generality of the foregoing, the Government shall maintain locations (after the locations' approval by WCS) for maintenance of equipment, and shall install and maintain for each a poly lined spill containment area for fluids of sufficient size and design that is acceptable to WCS. The Government shall provide plans for maintenance and fuel areas for review and approval by WCS prior to start of work.

H.15. QUALITY ASSURANCE MATTERS FOR GOVERNMENT ACTIVITIES AND EQUIPMENT

- a. The Government will, prior to first use of any Government Equipment at the WCS site, provide the following to WCS with respect to such Government Equipment (as applicable):
 - i. Load rating for the equipment;
 - ii. Certifications on the load ratings;
 - iii. The supplier or vendor qualifications form for the company performing the load rating certification;
 - iv. Certification that the equipment was manufactured by a qualified vendor (with copy of qualified supplier documentation/audit, if available); and
 - v. Documentation attesting to the qualifications of individuals operating Government equipment.
- b. As provided in Section 12 above, personnel of the Government and Other Government Contractors must be trained to applicable WCS QA procedures (e.g., those associated with instruction, procedures, and drawings; handling, storage and shipping; inspection, test and operating status, and control of nonconforming items).
- c. The Government shall also comply with the following:
 - The Government shall have a documented quality assurance program describing their respective operation that will implement the applicable WCS and regulatory requirements as

stipulated in the purchase order, contract, or business agreement. Note: The extent of this documented program shall be “as applicable” and dependent on the scope, and nature or complexity of the service as determined by WCS.

- The Government shall afford WCS the “right of access” to its facility, including suppliers or other contractors, facilities and records for inspection, audit or surveillance by WCS, or authorized representative of WCS in relation to qualification of personnel and equipment.
- Documents identified in Section 14 are required to be submitted to WCS for review or acceptance by WCS prior to commencement of work activities.
- The Government shall report to WCS in writing adverse quality conditions resulting in work stoppages and nonconformances, and, advise WCS prior to any deviation from the contract document requirements. WCS approval of partial and full work releases and disposition of nonconformances associated with Government Waste handling equipment and processes is required.
- The Government shall ensure personnel whose work has an effect on the quality of the work processes are trained. Training shall include pertinent subjects relating to inspection, testing, and handling techniques and shall be documented.
- The Government shall be responsible for all property and associated documentation provided to WCS or its suppliers or other contractors by WCS in accordance with the purchase agreement. The Government shall establish procedures to control and protect the integrity of all property.
- Prior to Government Waste handling operations, the Government shall notify WCS and submit documentation as objective evidence that pre-use inspections have been performed on all Government Waste handling equipment in accordance with Government approved procedures. This documentation shall include at a minimum, but is not limited to:

1. Equipment identifications
2. Date of inspections
3. Equipment inspected by
4. Criteria of inspections
5. Confirmation that the required criterion has been evaluated and each is acceptable

NOTE: If an inspection plan is used, the Government shall legibly affix initial to each item of the inspection plan. This certifies that the required criterion has been evaluated and each is acceptable.

SECTION I - CONTRACT CLAUSES

Section I of the Nationwide Low-Level Mixed Low-Level Waste Treatment Services BOA, 89303321GEM000020, is applicable in its entirety and is hereby incorporated by reference. Additional Section I terms and conditions, incorporated by reference, related to this Task Order are listed below:

I.01 FAR 52.217-9, OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor, within 20 days of contract expiration; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 40 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 months plus 100 days.

SECTION J - LIST OF ATTACHMENTS

Section J of the Nationwide Low-Level Mixed Low-Level Waste Treatment Services BOA, 89303321GEM000020, is applicable in its entirety and is hereby incorporated by reference.

**SECTION K -
REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF CONTRACTOR
OR RESPONDENTS**

In accordance with Section H.04 of the DOE Nationwide Low-Level Mixed Low-Level Waste Treatment Services BOA, 89303321GEM000020, the Contractor's representations and certifications dated 09/30/2020 are hereby incorporated by reference into this task order.