# Task Order 1 Environmental Management (EM) – Energy Technology Engineering Center (ETEC) Site

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# Section B - Supplies or Services and Prices/Costs

This Task Order work shall be performed under Contract Line Item Number (CLIN) 00001 of the Small Business Nationwide Deactivation, Decommissioning, and Removal (DD&R) Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract (herein referred to as the Master IDIQ Contract). Section B of the Master IDIQ Contract is incorporated by reference and is revised for purposes of this Task Order with the information below specifically identified for this task.

# **B.1.** DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, *Performance Work Statement (PWS)*, under this Task Order.

# **B.2.** Type of Task Order

This is a performance-based Task Order that includes Firm-Fixed-Price (FFP) Transition (Section C.1), and FFP Program Support Services (Section C.2.1 – C.2.8). The remaining CLINs, including Program Support Services (Section C.2.9 – C.2.12), and Environmental Monitoring, Remediation, Deactivation, Decommissioning, and Removal (DD&R) of Facilities and Waste Management (Section C.3) CLIN, are to be negotiated (TBN) with the successful Contractor and definitized after award. The Not-to-Exceed (NTE) value of these CLINs is noted below. Language throughout this Task Order anticipates the use of both FFP and Cost type CLINs to allow for maximum flexibility in contract type of those CLINs at definitization.

## (a) The Task Order consists of the following CLINs (Table B-1):

Table B-1: Task Order Contract Line Item Number (CLIN) Structure

CLIN	CLIN Title	Contract Type	PWS Section(s)	Total Price of Services
	Base Period of Performanc	e (20 months)		
01000	FFP Contract Transition (60 days from Notice to Proceed**)	FFP	Section C.1	\$[Offeror fill-in]
01001	FFP Program Support Services (Eighteen (18) months from the last day of Transition)	FFP	Section C.2.1 – C.2.8	\$[Offeror fill-in]
01002	Program Support Services (Eighteen (18) months from the last day of Transition)	TBN***	Section C.2.9 – C.2.12	\$2,500,000
01003	Environmental Monitoring, Remediation, Deactivation, Decommissioning, and Removal (DD&R) of Facilities and Waste	TBN	Section C.3	\$5,500,000

	Management (Eighteen (18) months from the last day of Transition)			
		Subto	otal for Base Period*	\$[Offeror fill-in]
	Option Period, Period of Performance (12 months)			Total Price of Services
02001	FFP Program Support Services (Twelve (12) months from last day of Base Period)	FFP	Section C.2.1 – C.2.8	\$[Offeror fill-in]
02002	Program Support Services (Twelve (12) months from last day of Base Period)	TBN	Section C.2.9 – C.2.12	\$1,800,000
02003	Environmental Monitoring, Remediation, Deactivation, Decommissioning, and Removal (DD&R) of Facilities and Waste Management (Twelve (12) months from last day of Base Period)	TBN	Section C.3	\$4,000,000
		Subtota	l for Option Period*	\$[Offeror fill-in]
		Total for Base	and Option Period*	\$[Offeror fill-in]

<sup>\*</sup> Funding is subject to Congressional and Departmental funding authorization. Payments of the Task Order's firm-fixed-price will be made in accordance with Section I clause FAR 52.232-1 Payments in the base IDIQ contract.

# B.4 DOE-B-2013 Obligation of Funds (Oct 2014) (Applies to CR scope only)

(a) Pursuant to the Clause of this Contract at FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

[To be determined at Task Order award].

## **B.11 Limitation of Government's Obligation**

(a) This Task Order has traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that fixed-price CLINs may be incrementally funded; and if a CLIN, in the event of termination before it is fully funded the Government's

<sup>\*\*</sup> DOE will issue a Notice to Proceed (NTP), identifying the effective date of the Task Order.

<sup>\*\*\*</sup>To Be Negotiated – CLIN 01002, 01003, 02002 and 02003 Cost and Fee information is not being requested from Offerors in this RFP. TBN CLINs will be negotiated with the successful Contractor and definitized after award.

maximum liability for the CLIN will be the lower of the amount of funds allotted to the CLIN or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN 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 contract 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 CLIN:

- (1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN or;
- (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 CLINs included in this contract:
  - (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 before the CLIN is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow. The maximum Government obligation for a fixed-price CLIN is the allotted funds for the CLIN, as a result the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract 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 contract for the services;
- (4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN, 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 contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, 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 CLIN:

- (1) The fixed price (of both the entire CLIN and of the current cumulative amount of funds allotted to the CLIN at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
- (2) The contract 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 CLIN's fixed price and
  - (ii) the Contractor must provide the work the contract requires for the CLIN.
- (d) The fixed price for each CLIN is listed in Section B of this contract.
- (e) The Planned Funding Schedule for each CLIN is in paragraph (n) of this clause. The sum of the planned funding for each CLIN equals the fixed price of the CLIN.
- (f) The Actual Funding Schedule for each CLIN is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for this Task Order and the work to be performed for the funds allotted.
  - (1) The Contractor may bill against a CLIN only after the Government has allotted funds to the CLIN and the Contractor has delivered the services and earned amounts payable for the CLIN.
    - (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 contract's requirements for the CLIN, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this contract the Government is allotting funds to a CLIN per or earlier than the Planned Funding Schedule, this contract to that point will be considered a

simple fixed-price contract for that CLIN 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 contract for the CLIN—with the exception that the Government's obligation for the CLIN is limited to the total amount of funds allotted by the Government to the CLIN 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 CLIN were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that CLIN; and neither the fixed-price for the CLIN nor any other term or condition of the contract will be affected due to the CLIN's being incrementally funded.
  - (i) The Contractor agrees, for example, if the Government allots funds to a CLIN per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN, the Government has met all of its obligations just as if the CLIN were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN were fully funded as of the time of contract 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 Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN that exceed the total amount of funds allotted by the Government to the contract for the CLIN:
    - (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 contract and
    - (C) if it fulfills all of its obligations for that CLIN and the Government allots funds to the CLIN equal to the CLIN's fixed price, the Government will pay it the fixed price for the CLIN and no more.
  - (ii) The Contractor also agrees, for example, if the Government allots funds to a CLIN by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN 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 CLIN were fully funded; consequently, if the Government subsequently terminates the CLIN it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

- (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 CLIN in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN 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 CLIN.
  - (3) The Government may require the Contractor to continue performance of that CLIN for as long as the Government allots funds for that CLIN sufficient to cover the amount payable for that CLIN.
- (i) If the Government does not allot funds to a CLIN 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 the contract for that CLIN;
  - (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 contract;
  - (3) if the Government subsequently terminates the CLIN, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (j) Except as required by either other provisions of this contract 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 contract modifications specifically citing and stated to be an exception to this clause, for either CLIN:
  - (1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN; and
  - (2) The Contractor is not obligated to continue performance under this contract related to the CLIN or earn amounts payable in excess of the amount allotted to the contract 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 CLIN.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract 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 this contract for a CLIN, which will remain at all times the Government's maximum liability for a CLIN. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN in excess of the total amount allotted by the Government to this contract for a CLIN, whether earned during the course of the contract or as a result of termination.

- (l) Change orders, equitable adjustments, unilateral or bilateral contract 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 CLIN unless they contain a statement increasing the amount allotted.
- (m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.

## (n) Planned Funding Schedule:

CLIN	Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished
01000	[TBD]	\$[TBD]		\$[TBD]	
01001	[TBD]	\$[TBD]		\$[TBD]	
01002	[TBD]	\$[TBD]		\$[TBD]	
01003	[TBD]	\$[TBD]		\$[TBD]	
CLIN = Cont	CLIN = Contract Line Item Number				

## (o) Actual Funding Schedule:

CLIN	Date	Funds Allotted	Work To Be Accomplished	Cumulative Funds Allotted	Cumulative Work To Be Accomplished
01000	[TBD]	\$[TBD]		\$[TBD]	
01001	[TBD]	\$[TBD]		\$[TBD]	
01002	[TBD]	\$[TBD]		\$[TBD]	
01003	[TBD]	\$[TBD]		\$[TBD]	

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CLIN = Contract Line Item Number

#### **Section C- Performance Work Statement**

## C.0 Overview and Background

#### **Background and Work Scope Summary**

The purpose of this task order (TO) is to provide environmental monitoring, surveillance and maintenance (S&M) and project support activities at the DOE Environmental Management (EM) Energy Technology Engineering Center (ETEC) site. This scope also includes preparation of demolition and removal work plans, as well as process work plan approval through the DOE and the California Department of Toxic Substances Control (DTSC). In addition, the Contractor shall provide support needed for DTSC's California Environmental Quality Act (CEQA) Environmental Impact Report (EIR), complete the Data Gap Analysis Report and associated additional sampling, groundwater activities, and prepare the Soils Remedial Action Implementation Plans. The Contractor shall evaluate any possible contaminants of concern, including both radiological and hazardous substances. The environmental sampling and analysis could cover any of the following media: water and sediment, soil, rock, air, biota, and other environmental media.

The required scope of work centers on Area IV of the Santa Susana Field Laboratory (SSFL), located approximately 29 miles northwest of downtown Los Angeles, California, in the southeast corner of Ventura County atop a range of hills between the Simi and San Fernando Valleys. SSFL was developed as a remote site to test rocket engines and conduct nuclear research. The majority of the SSFL is owned and operated by The Boeing Company and divided into four administrative areas—Area I, Area II, Area III, and Area IV. A 42-acre portion of Area I and all of Area II (404 acres) are owned by the Federal Government administered by the National Aeronautics and Space Administration (NASA) and operated by The Boeing Company. Areas I and III, a total of 785 acres, are operated by The Boeing Company. The Boeing Company also owns a contiguous buffer zone of 1,143 acres to the south and a contiguous buffer zone of 182 acres to the north (Northern Buffer Zone (NBZ). The westernmost 290 acres of the site, known as Area IV, are owned and operated by The Boeing Company for DOE.

Area IV was used primarily for research and component testing in nuclear, liquid metal and conventional development. Ninety acres of Area IV, known as ETEC, were used by DOE for liquid metal and nuclear research. Although ETEC was only a small portion of Area IV, DOE is responsible for the environmental cleanup of all of Area IV and the NBZ. ETEC is surplus to the DOE's current mission and is undergoing closure. The site had numerous facilities, including some where chemical and radioactive substances were used. Contamination may exist in remaining grade and below grade structures and the physical media including soils, surface, and groundwater.

DOE owned and co-operated with two Resource Conservation and Recovery Act (RCRA) permitted treatment and storage facilities within ETEC: the Radioactive Materials Handling

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Facility (RMHF) and the Hazardous Waste Management Facility (HWMF). There are no active operations ongoing at either facility.

The RMHF above-grade building structures were demolished in 2020. The vaults below building 4022 are still present and will be remediated in the future. The other DOE-owned buildings (4019, 4024, and 4029) were demolished in 2021. The basement associated with building 4024 is still present and will be remediated in the future. There are four remaining former radiological facilities in Area IV that have been declared free of contamination and are owned by Boeing: 4009, 4011, 4055, and 4100.

Background information for this Task Order can be found at <a href="https://www.etec.energy.gov">https://www.etec.energy.gov</a>, and the <a href="Santa Susana Field Laboratory">Santa Susana Field Laboratory (SSFL) Main Page | Department of Toxic Substances Control (ca.gov)</a>. The Annual Report for the Proposed Cleanup of Santa Susana Field Laboratory Area IV and Northern Buffer Zone, and the Annual Site Environmental Report provide current events and status of activities at ETEC.

# **History of Clean Up**

In March 2003, DOE issued a Finding of No Significant Impact (FONSI) after preparing an Environmental Assessment (EA) for the cleanup and closure of ETEC. This decision was challenged in federal court by the Natural Resources Defense Council, the Committee to Bridge the Gap, and the City of Los Angeles.

On May 2, 2007, the U.S. District Court for the Northern District of California held that DOE must prepare an Environmental Impact Statement (EIS) for Area IV, and DOE was enjoined from "transferring ownership or possession, or otherwise relinquishing control over any portion of Area IV" until DOE completed the EIS and issued a Record of Decision (ROD), pursuant to the National Environmental Policy Act (NEPA).

In August 2007, the California DTSC entered into a Consent Order with DOE, NASA, and Boeing under its RCRA authority. This Order: (a) requires remediation of chemically contaminated soils at SSFL by 2017 or earlier and requires a cleanup remedy for groundwater to be in place by 2017 or earlier; (b) provides the option for DTSC to require more work to be conducted offsite from Area IV to assess air, soil, and water contamination; and (c) requires the preparation of an EIR, by DTSC pursuant to the CEQA. In conjunction with this, DTSC requested that DOE cease all decontamination and decommissioning work until the EIR was completed. The DTSC then entered into an Administrative Order on Consent (AOC) in December 2010 (DTSC, 2010b), (DTSC, 2010c), that further defined and made more specific DOE's obligations with respect to soils at the site. The AOC required the cleanup of soils by 2017. Both Orders provide the option for DTSC to require more work to be conducted offsite from Area IV to assess air, soil, and water contamination, and require the preparation of an EIR, pursuant to CEQA.

DOE's Final EIS was published on December 17, 2018. DOE also published a ROD on November 2, 2020, outlining planned groundwater remediation activities at the site. The ROD describes monitoring and treatment approaches tailored to address the contaminants and potential impacts in each affected area of the site, as well as interim actions. The Contractor will support DOE's ongoing activities regarding the final ROD for soils clean up.

# C.1 Transition and Task Order Implementation

This section provides additional requirements to Section C.1 of the Master IDIQ Contract.

# **C.1.1** Task Order Implementation

The Task Order Implementation (transition) period is 60 days. The first day of the transition period will be the effective date of the Task Order 1. DOE will issue a Notice to Proceed (NTP), identifying the effective date of the Task Order 1.

During the transition period, the Contractor shall perform those activities that are necessary to transition work from the current Contract/Demolition and Disposal (D&D) Task Order in a manner that: (1) ensures that all work for which the Contractor is responsible for under the Task Order is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent Contractor; (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner; and (4) ensures effective interfacing and coordination between the incoming Contractor and the outgoing Contractor in regard to shared transition elements. Workforce and benefits transition shall be managed in accordance with the requirements of applicable Section H Task Order Human Resource Management clauses.

The Contractor shall establish the necessary logistical support (office space, computers, telephone, etc.) for transition and shall ensure all necessary personnel, including the required key personnel for the Task Order, are available during the transition period. The Contractor shall set up a sample management and shipping facility in its office trailer at SSFL (reference Field Work in Section C.3.3.1, and Section C.3.4.3, Facility Maintenance and Infrastructure Support, regarding utilities).

All key personnel shall be assigned full-time to their respective positions and shall meet the requirements detailed in the Section H clause entitled, DOE-H-2070, *Key Personnel – Alternate I*. The desired outcome is the readiness to assume full responsibility for ETEC facilities and activities for execution of subsequent Task Orders upon CO direction.

The Contractor shall submit a transition plan for DOE approval no later than seven (7) days after Notice to Proceed. The transition plan shall describe the Contractor's process for conducting an orderly transition and minimizing any adverse impacts on continuity of operations. The plan shall provide sufficient detail for all transition activities, including but not limited to: the transition schedule with defined milestones, milestone risks, and a mitigation plan for the identified risks; a description of all necessary transition activities; written notification to the CO of the Contractor's intent during transition to transfer responsibility for programs and procedures from the incumbent contractor(s) to the awardee, in lieu of rewriting/revising documentation during a short transition period (i.e. "bluesheeting"); and coverage of key functional areas during the transition period.

The Contractor is responsible for performing due diligence to ensure that all transition activities are identified and completed during the transition period. The Contractor shall

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provide a list of Material Differences and Pre-existing Conditions prior to the end of Task Order transition.

The list below includes the major elements required to be included in the transition plan that are necessary for transition of the Task Order but does not include all transition requirements. The Contractor may identify and include additional elements in the transition plan as directly applicable to the Contractor's transition approach. The following items shall be addressed in the transition plan:

- 1. Public Release Statement: Within 72 hours after Notice to Proceed (NTP), the Contractor shall release on its own website a brief executive summary of its offer including the following elements:
  - a. Name of Contractor including the identification of teaming partners and subtask Orders, and a description of the experience that each party brings to the project,
  - b. Summary/description of Contractor's management approach,
  - c. Organizational structure and identification of key personnel,
  - d. Contractor performance commitments,
  - e. Brief overview of Contractor's work on similar projects, and
  - f. Commitments to the community.
- 2. Implementation of Task Order Human Resource Management Requirements: The Contractor's workforce and benefits transition plans shall include a description of the Contractor's implementation of human resource management requirements consistent with the Contractor Human Resources Management clauses in Section H (H.4 through H.8).
- 3. Programs and Procedures: The Contractor may use current/existing contractor company-level program documentation, and/or consensus standards to develop Task Order-level implementing documents, such as plans, procedures, and reports. The Contractor may adopt, as applicable, the incumbent Contractor's plans and implementing procedures, manuals, and associated training/qualification curriculum during the transition, provided the Contractor has formally reviewed and accepted the documents to ensure compliance with task order requirements, current regulatory requirements, DOE directives, and the Contractor's organizational roles and responsibilities.
- 4. The Contractor shall provide a detailed Blue-Sheeting Strategy within 10 days of the Notice to Proceed, including its intent to adopt existing programs and procedures or revise them. Any new or revised plans or procedures requiring DOE approval or concurrence during the transition period shall be submitted expeditiously to allow sufficient time for DOE review. DOE will expedite review of these deliverables when possible.

- 5. The Contractor shall provide a certification that it has reviewed, accepted or intends to revise, as necessary, and has taken ownership of all plans and procedures within 45 days of Notice to Proceed.
  - a. The following documents are required to be completed and approved by DOE by the end of Transition:
    - Within ten (10) days after NTP
      - 1. Blue-Sheeting Strategy
      - 2. C.2.4 Integrated Safety Management System (ISMS) Description
    - Within fifteen (15) days after NTP
      - 1. C.1.1 Transition Plan
      - 2. Section H, DOE-H-2035 Organizational Conflict of Interest Management Plan
    - Within thirty (30) days after NTP
      - 1. C.2.3.4Schedule for Submission of All Required Plans and Reports
      - 2. C.2.4.1 Worker Safety and Health Program Plan
      - 3. DOE O 350.1 Chg 7 Workplace Substance Abuse Program and Employee Assistance Program Implementation Plan
    - Within forty-five (45) days after NTP
      - 1. Certification the Contractor has taken ownership of all plans and procedures
    - Within sixty (60) days after NTP
      - 1. C.2.4.3 Radiation Protection Program Plan
      - 2. C.2.4.3 Personnel Dosimetry Program Plan
      - 3. C.2.4.9 Records Management Program Plan
      - 4. C.2.8 Project Specific Emergency Plan
      - 5. C.2.8 Emergency Planning Hazard Surveys and, if applicable, Emergency Planning Hazard Assessments
      - 6. C.2.8 Continuity of Operations Plan
      - 7. C.1.1 Graded Approach for Implementation of Task Order Requirements
      - 8. List of Material Differences and Pre-existing Conditions
      - 9. C.1.1 Declaration of Readiness to Execute Task Order

- Status Reports Transition Activities: The Contractor shall provide weekly status reports
  of transition activities to DOE. The Contractor shall establish status meetings with DOE
  and affected Contractors to review transition activities and issues.
- 7. Government-owned Property: All real and personal property currently accountable to the current ETEC Contractor for Task Order performance will be provided to the Contractor. During the transition period, an inventory record of such property in the DOE Facilities Information Management System (FIMS) and the current ETEC Contractor's personal property databases will be provided to the Contractor. Specifically, the following property acceptance requirements will be implemented:
  - a. The Contractor shall perform a joint comprehensive physical inventory with the current ETEC Contractor of all accountable high-risk and sensitive property, as defined in CFR Title 41, Chapter 109, during the transition period, and shall accept full accountability for the high-risk and sensitive property at the end of transition;
  - b. At the end of transition, the Contractor shall accept transfer of accountability for the remaining government-owned real and personal property not covered under paragraph (a), based on existing inventory records on an as-is, where-is basis, or shall perform a wall-to-wall inventory within the transition period of the Task Order. At the discretion of the Contractor, a review of existing inventory records may be performed during transition. Any discrepancies with the existing inventory records shall be reported to the CO. If the physical inventory is not accomplished within the allotted time frame, the current ETEC Contractor's records will become the inventory baseline; and
  - c. Once the Standard Form 122, Transfer Order Excess Personal Property, is completed and approved by the CO/Organizational Property Management Officer, the Contractor shall assume responsibility and liability for subsequent losses and damages.
- 8. DOE Safeguards and Security (S&S) Survey: During the Contract transition period and prior to assuming control and responsibility for S&S responsibilities, the Contractor shall be subject to a DOE S&S initial survey conducted in accordance with DOE O 470.4, *Safeguards and Security Program*. The results of the survey shall be documented and shall form the basis for DOE authorization to assume S&S responsibilities. Following a satisfactory survey, the Contractor shall assume responsibility for all applicable S&S resources, materials, facilities, documents, and equipment. Legal Management Transition: The Contractor shall ensure all legal management activities are addressed pursuant to the Section H clause entitled, Legal Management, and 10 CFR Part 719.
- 9. Communication of Contractor's Approach: The Contractor shall communicate its approach and commitments for accomplishing the scope of the Task Order to workers, federal staff, stakeholders, and other interested entities during the transition period.
- 10. Graded Approach: The Contractor shall submit a graded approach for implementation of Task Order requirements for DOE approval. The graded approach shall include a review

and recommendations of changes to the current site standards and implementing procedures for the elimination of unnecessary requirements and/or streamlining of processes. The Contractor shall interface with the other site contractors and/or site tenants on proposed changes, as necessary.

11. Declaration of Readiness: The Contractor shall submit a Declaration of Readiness to execute the Task Order to the CO prior to the end of transition, which indicates the Contractor's readiness to assume responsibility for execution of the Task Order upon CO direction. The Contractor shall also identify any post-transition activities that are required to be completed (e.g., notifications to outside agencies of transfer of co-operator responsibilities, completion of procedure updates).

As authorized by this Task Order the Contractor shall perform the activities necessary to declare readiness to assume responsibility for the:

- Facilities, activities, and in-process work documented in this Task Order,
- Incumbent Contractor/Task Order's work as applicable,
- Workforce in accordance with the Task Order Human Resources requirements

# C.1.2 Outgoing Transition and Closeout

As authorized by Task Order, the Contractor shall perform activities necessary to transition the work seamlessly to another contractor, or DOE if there are no further Task Orders, and upon Task Order expiration, which includes:

- 1. Ensure all work for which the Contractor is responsible under the Task Order continues without disruption in an efficient, effective, and safe manner; and
- 2. Provide for an orderly transfer of resources, responsibilities, and accountability from the Contractor.

The Contractor shall provide a plan for closeout activities at least 60 days prior to Task Order expiration or when directed by the CO. The Contractor shall also cooperate with and support the successor contractor's phase-in plan.

## **C.2 Program Support Services**

This section provides additional requirements to Section C.2 of the Master IDIQ Contract.

The Contractor shall provide a Task Order performance Self-Assessment quarterly report, on Jan.15th, Apr. 15th, Jul. 15th, and Oct. 15th. The report shall include a clear, non-technical description of the principal purpose of the Task Order. The Contractor's assessment(s) shall reflect how the Contractor evaluates its performance. The assessment(s) shall include clear relevant information accurately depicting Task Order performance and be based on objective facts supported by program and Task Order performance data.

Self-assessment factors shall include, at a minimum, each of the following topics:

- Technical (quality of product or service).
- Schedule/timeliness.

• Other (as applicable) (e.g., trafficking violations, tax delinquency, failure to report in accordance with Task Order terms and conditions, defective cost or pricing data, terminations, suspension and debarments, and failure to comply with limitations on subcontracting).

Each Self-Assessment factor, as listed above, shall be evaluated by the Contractor and offer a suggested rating, along with a supporting narrative provided. Ratings shall be in accordance with a five-scale rating system found in Federal Acquisition Regulation (FAR) Part 42.15 (i.e., exceptional, very good, satisfactory, marginal, and unsatisfactory). The ratings and narratives must reflect the definitions in tables FAR Table 42-1 or Table 42-2.

#### C.2.1 Human Resources

This section does not have additional requirements beyond those provided within the Master IDIQ Contract.

## **C.2.2 COVID Safety Protocols**

This section does not have additional requirements beyond those provided within the Master IDIQ Contract.

## C.2.3 Project Management

This section provides additional requirements to Section C.2.3 of the Master IDIQ Contract.

The Contractor shall establish, maintain, and use a performance measurement system recording and reporting Task Order performance against requirements of the Task Order, consistent with DOE and EM policies and guidance for capital asset projects and operations activities. Project Management reporting shall be included in the Self-Assessment quarterly report and the Monthly Progress Report and does not require additional reporting. The performance measurement system shall establish performance milestones, schedules, risks, and percentage of project completion.

The Contractor shall assist in performance of applicable project reviews required by DOE O 413.3, *Program and Project Management for the Acquisition of Capital Assets*, directed by the CO. Project reviews include:

- Independent Project Reviews (IPRs)
- Periodic reviews of project performance

## C.2.3.1 Project Integration and Control and Earned Value Management

This section of the Master IDIQ Contract does not apply to this Task Order.

# **C.2.3.2 Project Performance Reporting**

This section provides additional requirements to Section C.2.3.2 of the Master IDIQ Contract.

The Contractor shall submit a Monthly Progress Report to the CO by the 15<sup>th</sup> of each month. The report shall provide the prior month's performance and be incorporated into the Task Order performance Self-Assessment quarterly report.

- 1. The Monthly Progress Report shall include a narrative description of scope completed, progress on Task Order specific performance metrics, and status of milestones and deliverables, as well as an update of the project schedule. Progress will be documented at a WBS level sufficient to provide clear visibility into all major tasks. Significant variances to planned work shall be discussed, providing the reasons for the variance, and planned corrective action.
- 2. As part of the Monthly Progress Report, the Contractor shall report on the following:

Measure	Definition
Safety	Accidents/injuries Safety meetings/communications
Work Control	Work Packages developed Number of issues and mistakes in Work Packages
Downtime	Employee downtime Equipment downtime
Quality	Number of total project defects Ratio of number of inspections passed to total number of inquiries Cost of rework efforts

Table C-1: Performance metrics and progress indicators

The Contractor shall establish a weekly status/project integration meeting with DOE (and include other organizations and contractors as necessary) to review ongoing and future PWS activities and issues. Within these weekly status meetings, the Contractor shall provide a concise weekly status of ongoing and future PWS activities to DOE. Additionally, unscheduled meetings may be requested by both DOE and/or the Contractor to review and discuss any potential issues or concerns that may arise. The Contractor shall provide a memorandum of each meeting held to DOE within five (5) workdays of the meeting, summarizing any agreements or decisions reached.

Formal communications between DOE and Contractor staff will include technical direction to the Contractor, transmittal of technical data or patents, and transmittal of non-technical administrative correspondence. To facilitate correspondence controls, the Contractor shall track correspondence between DOE and the Contractor. All

correspondence shall contain a subject line that begins with the task order number, followed by the topic of the correspondence.

### C.2.3.3 Cost Estimating

This section does not have additional requirements beyond those provided within the Master IDIQ Contract.

## C.2.3.4 Scheduling

This section provides additional requirements to Section C.2.3.4 of the Master IDIQ Contract.

The Contractor shall submit a schedule for submission of all plans and reports required by the Task Order within 30 calendar days of NTP for review and comment. This schedule shall be updated as part of the Monthly Progress Report.

- For documents requiring DOE approval, the schedule shall allow for the submission of a draft document to DOE for review and comment and a final document for DOE approval.
- For documents requiring approval from an outside (i.e., non-DOE) organization (including all regulatory documents submitted for approval), the schedule shall allow for the submission of a draft document for DOE review and comment, the submission of a draft document addressing DOE comments to the outside organization for review and comment, and a final document for approval by the outside organization.

#### C.2.3.5 Risk Management

Risk will be addressed in Section C.2.3, Project Management deliverables. Additional Risk Management is not required for this Task Order.

## C.2.4. Environment, Safety, Health & Quality

This section provides additional requirements to Section C.2.4 of the Master IDIQ Contract.

The Contractor's Integrated Safety Management System (ISMS) and Environmental, Safety, Health, and Quality Assurance (ESH&QA) Program shall be operated as an integral, but visible, part of how the Contractor conducts business. These programs shall include prioritizing work planning and execution; establishing clear ESH&QA roles and responsibilities; allocating sufficient resources to address programmatic and operational considerations; and correcting non-compliances and addressing all hazards for all facilities, operations, and work. The Contractor shall ensure that cost reduction efforts and efficiency efforts are fully compatible with ESH&QA performance.

The Contractor shall establish and maintain a single ISMS program as required by 48 *CFR* 970.5223-1, *Integration of Environment, Safety and Health into Work Planning and Execution*. The ISMS program shall ensure that safety and environmental protection considerations are integrated throughout the entire work planning and execution process (including subcontracts as appropriate) and shall extend through the execution of individual

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work packages where job-site safety is ensured for each worker. The Contractor shall ensure that the principles of ISMS serve as the foundation of the implementing mechanisms for work at the site.

The Contractor shall actively lead and participate in sitewide planning and programmatic committees (e.g., Shared Site, Stop Committee, Electrical Safety, etc.), as applicable to the scope of the Task Order. The Contractor shall participate in and support the site's standing groups/committees. If requested, the Contractor shall also chair and coordinate meetings, including preparation of agendas and minutes for these types of committees.

# C.2.4.1 Worker Safety and Health Program

This section provides additional requirements to Section C.2.4.1 of the Master IDIQ Contract.

The Contractor shall develop and implement a *Worker Safety and Health Program* (WSHP) within 30 days after NTP that is compliant with the requirements specified in 10 CFR § 851, *Worker Safety and Health Program*. The Contractor's WSHP shall integrate with other site-specific worker protection activities. Annually, the Contractor shall submit either an updated WSHP to DOE for review and approval or a letter stating that no changes are necessary in the currently approved WSHP. In addition, an updated WSHP shall be submitted prior to when any significant changes or additions to the WSHP are to be implemented.

The Contractor shall report all occupational safety and health information on a quarterly basis as required in DOE O 231.1, *Environment, Safety, and Health Reporting*. This reporting shall include electronic submission of injury and illness reports using the Computerized Accident/Incident Reporting System (CAIRS). The Contractor shall take all actions necessary to preclude serious injuries and/or fatalities; keep worker radiation exposures and environmental releases As Low As Reasonably Achievable (ALARA) and below approved limits; minimize the generation of waste; maintain or increase protection of the environment; and maintain or increase public and worker safety and health.

The Contractor shall provide the required personnel monitoring, equipment and maintenance, and personal protective equipment when performing work described in this Task Order.

#### **C.2.4.1.1** Workplace Substance Abuse Program

This section does not have additional requirements beyond those provided within the Master IDIQ Contract.

## C.2.4.1.2 Safety Culture

This section does not have additional requirements beyond those provided within the Master IDIQ Contract.

# **C.2.4.2 Radiation Protection Program**

This section provides additional requirements to Section C.2.4.2 of the Master IDIQ Contract.

The Contractor shall submit a Radiation Protection Program (RPP) plan to DOE for approval within 60 days of NTP. The Contractor shall conduct site activities in compliance with a DOE approved RPP to minimize occupational exposure to internal radiation and direct external exposure to ionizing radiation as well as to minimize the spread of contamination. The As Low As Reasonably Achievable (ALARA) process shall be applied to EM program activities, shall be documented in the Radiation Protection Program, and shall consider all regulatory established radiation exposure and cleanup action levels. Additionally, the Contractor shall:

- 1. Submit an updated RPP to DOE whenever a change of an addition to the RPP is made, prior to the initiation of a task not within the scope of the RPP, or within 180 days of the effective date of any modifications to the CFR requirement.
- 2. Provide response to employee and public concerns regarding radiological activities and the impact of these activities on the health & safety of the community.
- 3. Provide or ensure availability of all necessary dosimetry (e.g., optically stimulated dosimeters, thermoluminescent dosimeters/personal nuclear accident dosimeters), bioassays, and monitoring equipment for work performed. The Contractor shall:
  - a. Develop and implement a personnel dosimetry program within 60 days of NTP. The program shall include a personnel dosimetry program for the Contractor, DOE ETEC staff, and visitors. The Contractor may adopt the current Boeing dosimetry program for performance under this Task Order.

#### C.2.4.3 Nuclear Safety

This section does not have additional requirements beyond those provided within the Master IDIQ Contract.

#### C.2.4.4 Quality Assurance

This section provides additional requirements to Section C.2.4.4 of the Master IDIQ Contract.

#### The Contractor shall:

- 1. Submit an updated QAP to DOE for review and approval prior to the commencement of D&D activities or whenever a significant change or addition to the QA program is made.
- 2. Develop and implement a training program related to site operations and activities. The training program shall be tailored to address specific operational needs and expertise.

- 3. Maintain all training records, including certification of training for all employees working on site activities.
- 4. Address in the Self-Assessment quarterly report any unresolved CAS issues and/or Quality problems and corrective actions that were not resolved by the end of previous quarter.

## **C.2.4.5 Conduct of Operations**

This section does not have additional requirements beyond those provided within the Master IDIQ Contract. Conduct of Operations (CONOPS) may be addressed by the Contractor within the QAP outlined in Section C.2.4.4, *Quality Assurance*.

# C.2.4.6 Environmental Regulatory Management

This section provides additional requirements to Section C.2.4.6 of the Master IDIQ Contract.

The Contractor shall, in coordination with DOE, support regulatory interface activities with the DTSC, the State of California Ventura County, and the State of California Los Angeles Regional Water Quality Control Board to ensure full compliance with all applicable health and safety regulations as well as applicable and negotiated environmental regulations and requirements.

Regulatory support activities shall include the following:

- 1. Assist DOE with local, state, and federal regulatory affairs;
- 2. Monitor compliance with Environment, Safety and Health (ES&H) requirements;
- 3. Prevent non-compliance through internal assessments and early detection of potential non-compliance;
- 4. Assist DOE in negotiation and coordination of all ES&H activities with regulators in the areas of permit modifications, defining technical scopes of work and modifications thereto, preparation for regulatory inspections, and preparation of reports and responses to regulators;
- 5. Coordinating with Boeing to prepare appropriate transmittals and applications for transfer or modification of all necessary operating and environmental permits, agreements, licenses, etc. from Boeing to the Contractor for all DOE owned/Contractor operated facilities, systems, or processes. The Contractor shall evaluate all current permits and agreements necessary for performance of this PWS; and
- 6. Develop and implement an Environmental Management System (EMS) that is compliant with all applicable laws, regulations, and DOE directives (including DOE O 436.1, *Departmental Sustainability*); the EMS description shall be submitted for DOE review within 90 days of the NTP.

# **C.2.4.7 Property Management**

This section does not have additional requirements beyond those provided within the Master IDIQ Contract.

#### C.2.4.8 Records

This section provides additional requirements to Section C.2.4.8 of the Master IDIQ Contract.

The Contractor shall perform the following:

- 1. Submit a Records Management Program Plan that documents how the Contractor will meet the records management requirements, including electronic records, digital signatures, email (Capstone), classified (if applicable), audiovisual, quality records, historical records (if applicable), essential records, inventory and file plans and disposition. The Contractor shall submit the plan within 60 days of the NTP. The Contractor shall review its Records Management Program Plan annually and submit any revisions to the CO for approval, clearly documenting any changes made (e.g., track changes).
- 2. Submit for DOE review/approval a digital signature procedure that meets all Federal and DOE requirements and utilizes the Homeland Security Presidential Directive (HSPD)-12 certificate or an entrust certificate until HSPD-12 badges are issued. The procedure shall be submitted with the Records Management Plan within 60 days of NTP.
- 3. Preserve all documents, maps, photos, graphics, mailing lists, and any other records all of which shall become Federal property upon acceptance.
- 4. Ensure all records (regardless of media) are scheduled, arranged, and cutoff by collections (e.g., case file, project, chronologically, numerically, alphabetically, etc.) for proper disposition in accordance with the General Records Schedules (GRS), the NARA-approved DOE Records Disposition Schedules.
- 5. Establish and sustain an essential records program to ensure continuity of operations (COOP) during and after an emergency as prescribed by laws, regulations, and directives, that ensures DOE makes and preserves records of the Department's organizations, missions, functions, policies, decisions, procedures, and essential transactions. The program must be designed to identify records, regardless of format, that specify how DOE will operate in an emergency or disaster and identify and protect legal and financial rights records. Ensure essential records are accessible per the COOP guidance in the Federal Continuity Directive 1 (FCD 1), Federal Executive Branch National Continuity Program and Requirements. See 44 U.S.C. 3101, 36 CFR Part 1223, Managing Vital.
- 6. Ensure essential records inventories are added as attachments or appended to the COOP plan. Provide essential records information to appropriate emergency

- management officials and/or pre-position records where appropriate. A copy of the Essential Records Program Plan and Inventory shall be provided to DOE annually for approval.
- 7. Conduct periodic records inventories in order to develop and maintain up-to-date organizational file plans that provide for the identification of all categories (record series) of records created and received in performance of this task order. The file plan shall also include assignment of disposition authority, arrangement, disposition instructions, record examples, and specialty categories (e.g., quality, contractorowned, Controlled Unclassified Information (CUI), etc.). The Contractor shall utilize a DOE approved format and shall submit to DOE the site-wide File Plan within six months of written notice to proceed, for review/approval by DOE. The plan shall be reviewed by the Contractor and submitted annually thereafter when changes occur; the submittal shall clearly document the changes made.
- 8. Ensure records are managed electronically (born digitally); if temporary records must be digitized, the Contractor must submit plans/procedures documenting the process that fully meets 36 CFR 1236, Subpart D. The digitization plans/procedures must be submitted to DOE for approval within 90 days of written notice to proceed. Until NARA publishes digitization requirements for permanent records, hard copies (e.g., source documents) cannot be destroyed after digitization.
- 9. Manage email records in an electronic format, along with associated metadata, using GRS 6.1, Email Managed under a Capstone Approach, including name of sender and all addressees, date and time email sent and received, in addition to contacts, calendars, mailbox folders and attachments. Email (in the native environment) is managed as a role-based record in its entirety. Email messages must also be captured as program or project records using appropriate schedules.
- 10. Understand that all instant messaging, text messages, and chat messages are authorized for Federal business use as long as they are on an official government owned or approved network and captured. Non-government electronic communication devices that cannot be or are not captured or transferred to an official government network or system are not authorized for official government business.
- 11. Ensure that public/external social media platforms or alternate tools/applications used for official government business that result in the creation of a Federal record require appropriate capture and management in accordance with a NARA approved record schedule.
- 12. Capture and manage records created or received via public/externally owned websites and portals used for Departmental business. Manage website administration, operations, and maintenance records in accordance with a NARA approved record schedule.

- 13. Manage records contained in electronic information systems by incorporating recordkeeping controls in the system or export the records into the current Electronic Records Management System (ERMS) in accordance with 36 CFR 1236, Electronic Records Management. The Contractor must design and implement migration strategies to counteract hardware and software dependencies of electronic records whenever the records must be maintained and used beyond the life of the information system in which the records are originally created and captured. The Contractor shall provide a list of all electronic information systems to DOE annually, to include the system, the records maintained in the system, the NARA-approved records disposition schedule(s), when the records are exported to the ERMS, etc.
- 14. Ensure records identified as Quality records under the American Society of Mechanical Engineers (ASME) Nuclear Quality Assurance (NQA) 1, or a DOE approved industry standard are managed to meet the requirements of the approved standard and 36 CFR Chapter XII, Subchapter B. Privacy Act Records.
- 15. Respond to records management data calls by NARA and DOE as requested, and process record requests for the FOIA, the Privacy Act, the former worker medical screening program, the Chronic Beryllium Disease Prevention Program (CBDPP), congressional inquiries, legal discoveries, and other record requests. The Contractor is required to maintain a "record" of what is provided, whether or not the contractor processes the request directly to the requestor or submits to DOE for final response. Additionally, respond to Energy Employee Occupational Illness Compensation Act (EEOICPA) requests in accordance with the clause in Section H, Energy Employees Occupational Illness Compensation Program Act (EEOICPA) of 2000.
- 16. Ensure records generated in the performance of the Task Order containing personal information routinely retrieved by name or other personal identifier are classified and maintained in Privacy Act System of Records (SOR) in accordance with FAR 52.224-2, Privacy Act (Apr. 1984) and DOE O 206.1, Department of Energy Privacy Program.
- 17. Submit a Records Disposition Plan, which shall describe the destruction process for records and information content. The Contractor shall disposition all records, including historical/legacy in accordance with the NARA-approved Records Disposition Schedules and applicable federal laws and regulations. Disposition activities include transferring permanent records to NARA (in electronic format), or destruction once retention requirements have been met and proper approvals obtained. Transfer of permanent records to NARA requires DOE Records Management Field Office (RMFO) approval. Prior to any destruction, the Contractor shall submit the records destruction certificate(s) to the DOE RMFO; the RMFO will review/approve, as well as obtain the approval of DOE Legal Counsel.
- 18. Work with the EMCBC RMFO for any discussions on deliverables, scheduling, development of file plans or other records questions.

19. Manage the site chemical and radiological databases for reporting and displaying results and for remediation planning. Incorporate all new data collected under this TO.

# C.2.5. Safeguards and Security

This section provides additional requirements to Section C.2.5 of the Master IDIQ Contract.

The Contractor shall comply with the DOE and Landowner Access Agreement. All activities conducted by the Contractor shall be in accordance with SSFL site security procedures.

The Contractor shall be responsible for initiating communication and coordinating with the appropriate Boeing point of contact (POC) to obtain site access badges. The Contractor shall require each of its employees on this task order to fill out and submit to the Government such forms as may be necessary for personnel identification and site access. Note that:

- All Contractor personnel shall be citizens of the United States of America.
- Any DOE Parties who have a Boeing Non-Employee Badge ("Badge") will have access to and within the Access Areas without needing a Boeing escort, provided such persons have completed the site Safety Orientation Briefing.
- All Contractor personnel are required to have or obtain a DOE "L" level security clearance. Contractor personnel who are not eligible, or become ineligible, to obtain or maintain a DOE "L" level security clearance will not be acceptable to perform positions under this Task Order. Clearances will be provided and paid for by DOE.
- All Contractor personnel shall carry and display DOE-issued security badges at all
  times when performing work under this Task Order. All DOE-issued security badges
  shall be returned upon the departure of Contractor personnel and at the conclusion of
  the Task Order. Lost or stolen badges shall be reported in accordance DOE O 473.1,
  Physical Protection Program.
- All Contractor personnel shall adhere to local site security requirements and procedures, including participation in required initial employee security briefings and other awareness activities.
- The government shall have sole discretion to grant, deny, revoke, or modify clearances at any time, in accordance with its security policies and procedures.

The Contractor shall have non-exclusive access to the following Access Areas within the Boeing Property to perform the Permitted Activities: Area IV, the northern undeveloped land, primary paved roads to Area IV, and drainages originating in Area IV and leading into Area III, as those areas are identified on Exhibit A ("Map of the Property") of the Landowner Access Agreement.

The Access Areas will be available during regular Boeing business hours (6:00 a.m. to 5:30 p.m., Monday through Friday). The site will be closed for a holiday break nominally between Christmas and New Year's in accordance with the Boeing schedule; the Contractor will not have access to the site and is not required to be present on the site during the holiday break.

Work to be performed outside of Boeing regular business hours, including overtime, weekend, and holiday work ("Off Hours Access") must be confirmed by the Boeing Project Manager prior to scheduling such work to ensure that a Boeing representative and/or security personnel can be onsite.

Access to the SSFL is controlled through one gate with Boeing security presence. The Contractor shall enter and exit from the SSFL Main Gate at the beginning and end of the workday. However, other roads and site gates that lead to/from the site may be used on a periodic basis, with advance notice to DOE and to the Boeing Project Manager.

# C.2.6. Nuclear Material Control and Accountability (NMC&A)

This section of the Master IDIQ Contract does not apply to this Task Order.

#### C.2.7. Telecommunications

This section does not have additional requirements beyond those provided within the Master IDIQ Contract.

# **C.2.8.** Emergency Services & Operations

This section provides additional requirements to Section C.2.8 of the Master IDIQ Contract.

The Contractor shall provide support for an integrated Emergency Management Program for its activities at ETEC with DOE. Boeing will be the lead for the Emergency Management Program with services provided to the DOE.

The Contractor shall:

- 1. Prepare a new Task Order-specific Emergency Management Plan or revise the incumbent contractor's Emergency Management Plan and submit for DOE approval along with the implementing procedures in coordination with the Boeing Site Emergency Management Program coordinator, within 60 days of the NTP.
  - The Contractor shall ensure that this Emergency Management Plan is compliant with DOE O 151.1, Comprehensive Emergency Management System and addresses emergency planning and preparedness, as well as response to incidents involving nuclear, radiological, chemical, and hazardous materials on site. Emergency management shall be performed in accordance with Section J, Attachment J-2, Requirements Sources and Implementing Documents, and the Section H clause entitled, Emergency Response.
  - The Emergency Management Plan shall be integrated with other applicable programs, such as the RMHF Contingency Plan, the SSFL Area IV Emergency

Readiness Assurance Plan, and the site-wide Emergency Response Plan. The Contractor shall support emergency management activities specific to the scope of work under this Task Order and concur on a single site-wide Emergency Management Plan.

- The Emergency Management Plan shall be (1) reviewed and documented annually, and updated, if appropriate, and approved no less than every three years; (2) updated if there are significant changes to the program plan (i.e., changes to organization structure, Emergency Planning Zones, etc.); and (3) submitted to the Field Element Manager or appropriate Federal Manager for approval.
- 2. Oversee implementation of the Emergency Management Plan
- 3. Coordinate with Boeing in developing and participating in an annual exercise program.
- 4. Prepare and submit for DOE approval within 60 days of NTP Emergency Planning Hazard Surveys and, if applicable, Emergency Planning Hazard Assessments (EPHA). The All-Hazards Survey shall identify all hazards that are applicable to the operation and establish the planning basis for the emergency management program. The EPHA shall be prepared and used to define the provisions of the Emergency Management Hazardous Materials Program, ensuring that the program is commensurate with the hazards identified. Additionally, the Contractor shall:
  - Submit Emergency Planning Hazard Surveys and, if applicable, Emergency Planning Hazard Assessments for DOE approval at least every three years or whenever a major change occurs that will cause the Emergency Plan to be revised.
  - Develop, and update as needed, site/facility-specific Emergency Action Levels
    (EALs) for the spectrum of potential Operational Emergencies identified by the
    Emergency Planning Hazard Assessments to include protective actions for
    implementation in the Site Emergency Program.
- 5. Prepare the Field Element annual Emergency Readiness Assurance Plan (ERAP) that is compliant with DOE O 151.1, *Comprehensive Emergency Management System*, and submit for DOE approval annually by September 30 for inclusion into the annual report on the status of the Emergency Management System and the DOE Enterprise Threat and Hazard Risk Profile. A summary of the Threat and Hazard Identification and Risk Assessment (THIRA) shall be included in the ERAP annual submission.
- 6. Prepare a new Continuity of Operations Plan or revise the incumbent contractor's Continuity of Operations Plan and submit for DOE approval per DOE O 150.1, *Continuity Programs*, within 60 days of the NTP.

#### C.2.9. Cultural Resources

#### The Contractor shall:

- 1. Attend meetings with cultural resource stakeholders to discuss status of ongoing cultural resource surveys.
- 2. Update the cultural resources protection strategy as needed.
- 3. Assist DOE with interactions with the State Historic Preservation Office (SHPO), as needed.
- 4. Procure the services of an archeologist to complete a subsurface cultural investigation in Area IV. The investigation will result in recommended requirements for protection of the resources during any soil remediation action within Area IV or the Northern Buffer Zone.
- 5. Procure the services of a registered archaeologist to perform subsurface investigations at identified archaeological sites. All subsurface investigations must comply with accepted state and federal practices, including recording and preserving any artifacts encountered. The Contractor shall record all findings per state requirements.
- 6. Procure the services of a Native American Monitor who will observe any ground disturbing activities on site, especially with identified archaeological sites, consistent with the Programmatic Agreement (PA) Regarding the Proposed Cleanup of Santa Susana Field Laboratory Area IV and Northern Buffer Zone, Ventura County, California.
- 7. Implement study plans and procedures in accordance with accepted archaeological resource intrusive investigations. The archaeologist shall record all observations on forms acceptable to the SHPO. Any artifacts encountered shall be managed in accordance with the study plan.
- 8. Follow the Programmatic Agreement as required by Section 106 of the National Historic Preservation Act. The Contractor shall involve the State Historic Preservation Office, Native Americans, and other interested stakeholders as required and in accordance with the Programmatic Agreement.
- 9. Assist DOE ETEC in its continued consultation with Native American Groups regarding DOE's efforts to comply with the stipulations of the PA. The Native American groups include of Santa Ynez Band of Chumash Indians (the federally recognized Native American entity) and the Native American affiliations that participated in PA development consultation. The Contractor shall assist DOE in organizing and facilitating separate teleconferences and onsite meetings as needed and in accordance with the Programmatic Agreement.

# **C.2.10.** Biological Resources

The Contractor shall:

- 1. Attend meetings with regulatory agencies (US Fish and Wildlife Service (USFWS), California Department of Fish and Wildlife, DTSC) to ensure continuation of Area IV biological requirements.
- 2. Conduct quarterly site monitoring activities relative to sensitive plant and wildlife species for Area IV.
- 3. Prepare quarterly plant and wildlife technical memoranda reporting observations in Area IV and the Northern Buffer Zone.

## Site-Wide Biological Assessment

The Contractor shall continue coordination with USFWS to annually update the Santa Susana Field Laboratory Simi Valley, California, Biological Assessment and the USFWS Biological Opinion and to support coordination with other Responsible Parties (RP)s to update the sitewide (all of SSFL) biological assessment incorporating survey findings from studies conducted by DOE, EPA, Boeing, and NASA. This assessment and any updates to it will be used to support compliance with the Endangered Species Act for the SSFL facility as requested by the USFWS.

- 1. The Contractor shall prepare any updates to the Biological Assessment in accordance with USFWS guidance and include the following:
  - a. Project description;
  - b. Project area description;
  - c. Physical and biological attributes of the action area;
  - d. Identification of listed or proposed species that may be present;
  - e. For each species that may be present, describe the current habitat conditions within the action area; and
  - f. Describe how the action may affect each protected resource and provide a finding conclusion statement.
- 2. The Contractor shall prepare a draft report for DOE review for any updates to the assessment. Upon DOE acceptance, the report shall be provided to the USFWS, DTSC, and the community.

## **Seed Collection and Preservation**

The Contractor shall perform any additional collection of seeds for restoration of native species as directed by DOE in consultation with USFWS. The seed collection and preservation activity support conservation measure 9, Develop a Revegetation and Habitat

Restoration Plan (RHRP is outlined in the August 31, 2018, USFWS Biological Opinion (BO) for Cleanup of Area IV of the SSFL. This activity includes collecting seeds and a voucher specimen of the endangered Braunston's milk-vetch in support of the BO Conservation Measure 12. The Contractor shall preserve and store any previously or newly collected seeds at their current approved facility. Execute use of preserved seeds in developing a seed mix for the RHRP. Additional Seed collection activities shall be documented in technical memoranda.

## C.2.11. Public Affairs and Stakeholder(s) Involvement

The Contractor shall assist DOE with interactions with DTSC and other external stakeholders. This may include the development of technical memorandum and assistance with meetings and meeting notes, review and comment on technical documents, and preparation of deliverables for discussions with DTSC and stakeholders. Additionally, the Contractor shall:

- Establish and maintain a Public Affairs program in accordance with the Department of Energy Acquisition Regulation (DEAR) 952.204-75, *Public Affairs* that includes: timely responses to DOE requests for information and assistance, outreach to keep external constituencies informed about work under the Contract, an effective ETEC website, and integrated and effective site tour planning.
  - a. Plan for specific areas of concern, interest, or controversy and employ communication strategies that inform and ensure close coordination with DOE Communications personnel throughout. DOE retains the primary role in directing the timing, substance, and form of public information and must approve products and outreach.
  - b. Monitor regional and local media, including print, radio, television, online and social media, for items related to ETEC or the DOE's cleanup at SSFL. Provide an email summary of these items to the ETEC site director at least once per week, but up to multiple updates per day as needed.
  - c. Support the ETEC site director and other site staff by developing a multi-faceted media relations strategy, that includes media materials and preparation of infographics.
  - d. Provide media relations training to the ETEC site director and project manager to support their public engagements.
  - e. Submit a Stakeholder Involvement Plan for DOE approval, within 60 days of NTP, that includes stakeholder/ public involvement opportunities including public meetings, focus group meetings, newspaper notices, and news releases/support.
  - f. Submit responses to information requested by DOE in compliance with FOIA and Privacy Act requirements.
  - g. Develop, plan, and coordinate proactive approaches for dissemination of timely information regarding DOE unclassified activities, with an emphasis on innovative

approaches to communications. The Contractor shall implement this responsibility through coordination with DOE in such a manner that the stakeholders and public, whether it is the media, citizens' groups, private citizens or local, state or federal government officials, have a clear understanding of DOE activities at the ETEC site.

- h. Provide strategy and resources for required public comment and outreach processes related to upcoming decision making.
- i. Participate in tour planning and preparation and make facilities and personnel available as requested by DOE. Visits to the project sites shall be part of ongoing communication and outreach activities.
- j. Implement the development and installation of educational displays with photos and descriptive text for site visitors to learn about DOE activities in Area IV.
- k. Provide ongoing support to DOE in the preparation of communication materials such as presentations, fact sheets, specialized graphics and charts, large posters, up-to-date photography, video and audio clips, and stories.
- 1. Receive DOE approval prior to externally releasing information related to the ETEC activities.
- m. Coordinate with DOE: media, members of the U.S. Congress and their staffs, community leaders, and a wide variety of stakeholders and local governments.
- n. Provide support to DOE in hosting other agencies, including: DTSC, GAO, Office of Inspector General (OIG), and other Government and DOE oversight staff from auditing and assessing organizations, providing required presentations, preparing DOE responses, responding to information requests.
- 2. Coordinate internal employee communication products through DOE for review and approval if they are related to issues/incidents that have the potential to garner external media and stakeholder interest.

# C.2.12. National Environmental Policy Act (NEPA) Support

The Contractor shall provide support services related to NEPA analysis and documentation for Remediation of Area IV and the NBZ of the SSFL in accordance with regulations issued by the Council on Environmental Quality (CEQ) (40 CFR 1500–1508) and by DOE (10 CFR Part 1021) and applicable guidance issued by CEQ, DOE, and other agencies. CEQ and DOE NEPA regulations and guidance are available on the DOE NEPA Website at <a href="https://www.energy.gov/nepa/nepa-guidance-requirements">https://www.energy.gov/nepa/nepa-guidance-requirements</a>.

**Note:** The required areas of professional expertise include, but are not limited to: surface water and groundwater hydrology, floodplain and wetland issues, air quality, climate change and greenhouse gas emissions, biological resources, cultural and historic resources, visual resources, land use, recreation, geology and soils, seismicity, socioeconomics, environmental

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justice, traffic/transportation safety, occupational and public health and safety, radioactive and chemical contaminant transport, health physics, risk analysis, accident analysis, and analysis of intentional destructive acts (terrorism, sabotage).

The Contractor shall provide as directed by DOE the following:

- 1. Submit a disclosure statement as required by NEPA regulations before beginning work on any EIS to DOE. The Contractor shall also submit a disclosure statement for an EA or other environmental task. If the Contractor decides that the appearance of a conflict of interest is possible or that a conflict exists, the Contractor shall describe the circumstances or conditions that create the conflict or appearance of conflict, and any mitigating measures the Contractor intends to implement to resolve the conflict or the appearance of a conflict. If DOE determines that no mitigation will adequately address the conflict, the Contractor will not be assigned to that particular task. The Contractor shall also assure that each proposed subcontractor for the particular task has submitted a disclosure statement to DOE.
- 2. Identify and analyze the potential environmental impacts of a proposal and its alternatives. This may include interpreting scoping information, including public comment results; interpreting public comments; conducting literature searches; interviewing experts; conducting desktop surveys and analysis; conducting field work; interpreting surveys and samples; modeling; preparing graphics; and documenting such research and analysis.
- 3. Coordinate with DOE on acceptable levels of data analysis and on assumptions, analytical methods, and modeling.
- 4. Maximize use (including incorporating by reference) of existing environmental documents relevant to the analysis. DOE will provide to the Contractor, or assist in obtaining, existing information pertinent to a task, such as environmental baseline data. The Contractor shall assist DOE in assessing the adequacy and completeness of this information, and shall bring data gaps, omissions, and inconsistencies to the attention of DOE. The Contractor shall conduct additional data collection and field studies under a data collection plan approved by DOE.
- 5. Compile, or assist in compiling, an administrative record, including an index, concurrent with developing a NEPA document, using the categorization system specified by DOE and in accordance with applicable records management requirements. The administrative record is the property of DOE. The Contractor shall transfer the administrative record to DOE as requested at any time during NEPA document preparation.
- 6. Support DOE by preparing data requests, analyses, documentation, and correspondence for interactions with federal, state, and local agencies, and tribes. This support may include assisting DOE in consulting with agencies regarding compliance with laws, regulations, licensing and permitting, and other requirements (e.g., biological assessments under the Endangered Species Act). The support may include assisting DOE in consulting with tribes concerning land use, treaty, or cultural issues (e.g., programmatic agreements under the National Historic Preservation Act).
- 7. Support public involvement, such as by conducting mailings, preparing presentation materials, and supporting public meetings.

- 8. Develop and/or maintain a website. Any websites developed under this contract must satisfy the requirements of Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. 749d) and its implementing regulations and associated standards.
- 9. Categorize, collate, and assist DOE in analyzing public and agency scoping comments, prepare a scoping report that summarizes all comments received, and modify the annotated outline for the NEPA document. Additionally, the Contractor shall develop an outline of which topics may be analyzed in greater or lesser detail.
- 10. Provide drafts of sections for early DOE review (i.e., before an entire draft is complete). The Contractor shall support the compilation, tracking, and resolution of reviewer comments on the preliminary draft of a NEPA document and ensure that reviewer comments are reflected in later deliverables.
- 11. Prepare, for DOE approval review, a draft NEPA document that includes corrections and revisions based on reviewer comments on the preliminary draft. The Contractor shall identify reviewer comments and associated text changes. The Contractor shall provide and distribute copies of a NEPA document for DOE approval.
- 12. Categorize, collate, and assist DOE in analyzing public and agency comments received on an issued draft NEPA document. The Contractor shall assist in preparing responses to comments, identifying, and drafting needed revisions to the NEPA document, and conducting further analyses based on those comments. DOE may direct the Contractor to prepare a preliminary NEPA document that incorporates any additional technical data received after publication of the draft, any revisions resulting from comment on the draft, or other changes.
- 13. Prepare copies of a NEPA document for DOE approval review that includes revisions based on comments received on the preliminary final. The Contractor shall identify reviewer comments and associated text changes. The Contractor shall provide and distribute copies of a NEPA document approval review at the direction of DOE.
- 14. Support preparation of a DOE ROD for an EIS or finding of no significant impact (FONSI) for an EA.
- 15. Identify and describe mitigation measures to avoid, eliminate, reduce, or compensate for environmental impacts; incorporate mitigation plans into the NEPA document; and prepare a draft mitigation action plan for a ROD or FONSI.
- 16. Produce documents supporting the NEPA process, including, but are not limited to:
  - a. Perform floodplain and wetland assessments in accordance with 10 CFR Part 1022;
  - b. Apply for a Section 404 permit, National Pollutant Discharge Elimination System permit for discharging pollutants, conducting stormwater pollution prevention planning, and developing best management practices to assist with compliance with Section 402, under the Clean Water Act;
  - c. Identify historic and cultural resources, assessing impacts, consulting with a State or Tribal Historic Preservation Officer, and resolving adverse impacts by mitigation, under the National Historic Preservation Act;
  - d. Prepare a biological assessment or evaluation, assessing impacts and ecological risk, consulting with the U.S. Fish and Wildlife Service or National Marine Fisheries Service, state agencies, and developing a management plan for threatened or endangered species, under the Endangered Species Act;
  - e. Conduct biological surveying and monitoring and environmental inspections; and

- f. Prepare safety and health studies and documentation related to DOE proposed actions.
- 17. Prepare electronic files of the DOE-approved NEPA document(s) suitable for printing and posting online. The Contractor shall prepare files that comply with all requirements for filing the EIS electronically with the U.S. Environmental Protection Agency (<a href="https://www.epa.gov/nepa/environmental-impact-statement-filing-guidance">https://www.epa.gov/nepa/environmental-impact-statement-filing-guidance</a>).
- 18. DOE may direct the Contractor to make printed copies and CDs of the DOE-approved NEPA document(s).
- 19. Assist in preparing news releases, distribution lists, and distribution letters, and to support the distribution of the DOE-approved NEPA document(s).

# C.3 Environmental Monitoring, Remediation, Deactivation, Decommissioning, and Removal (DD&R) of Facilities and Waste Management

The section below provides additional requirements to Section C.3 of the Master IDIQ Contract.

The Contractor shall perform environmental monitoring, facility and soil characterization, DD&R, and environmental remediation services; complete all activities in accordance with the requirements contained in regulatory and supporting documentation applicable to this Task Order (*Record of Decision for Final Environmental Impact Statement for Remediation of Area IV and the Northern Buffer Zone of the Santa Susana Field Laboratory, California*); and complete and document all final remedial actions and other disposition actions, as required, to close and support outgoing (real property) transition. This includes updating existing DTSC-approved RCRA closure and demolition plans and developing any necessary procedures to address slab, below grade structures, foundations, and asphalt surfaces demolition and removal that will achieve RCRA Closure Performance Standards.

The Contractor shall adopt the mitigation and monitoring measures relevant to building demolition that are identified in the final EIS, Chapter 6, *Measures to Minimize Impacts and Mitigation Measures*, the Programmatic Agreement, and the Biological Opinion and assist DOE with preparing and maintaining a mitigation and monitoring plan that will address measures to minimize impacts of demolition and remediation activities; and address how air emissions will be minimized in accordance with the Record of Decision for the Final Environmental Impact Statement for Remediation of Area IV and the Northern Buffer Zone of the Santa Susana Field Laboratory, California (Federal Register / Vol. 84, No. 188 / Friday, September 27, 2019 / Notices).

#### **C.3.1.** Environmental Monitoring

The Sections below provide additional requirements to Section C.3.1 of the Master IDIQ Contract.

#### **C.3.1.1** General Environmental Monitoring

The Contractor shall provide an environmental monitoring program to continue all environmental monitoring underway within Area IV including:

1. Perform quarterly radiation and contamination surveys at the RMHF as required by DOE O 458.1, *Radiation Protection of the Public and the Environment*.

- 2. Conduct Former Sodium Disposal Facility (FSDF) Site weekly inspections of the engineered barrier installed to prevent rainwater intrusion and prevent potential recontamination of previously remediated soil at the FSDF site. If the engineered barrier has been compromised upon inspection and water intrusion is occurring, the Contractor shall notify DOE and repair/modify the engineered barrier after DOE approval.
- 3. Perform quarterly radiation level monitoring as required by DOE O 458.1 *Radiation Protection of the Public and the Environment*, for Area IV for RMHF. The required radiation detection location of air sampling units can be found in the 2021 Annual Site Environmental Report (ASER).
- 4. Prepare the ASER as required by DOE O 231.1, *Environmental, Safety and Health Reporting*.
- 5. Maintain the Baseline Air Monitoring program in Area IV of SSFL, and the radiological samples collected shall be adequate to identify and characterize airborne radioactivity hazards. The samples shall be analyzed for gross alpha and beta activity. In addition, on-site and off-site ambient radiation dosimeters shall be monitored quarterly for nine locations documented in 2021 ASER. Results of this air monitoring program and dosimeter sampling shall be reported in the ASER.
- 6. Continue to operate the air monitors at four locations along the boundary of Area IV and sample for Volatile Organic Compounds (VOC)s, Particulate Matter (PM)<sub>10</sub>, and radionuclides, in accordance with the Baseline Air Monitoring Work Plan.
- 7. Provide quarterly and annual reports with updated sampling results through the Task Order period. Maintain off-asphalt access for vehicles to the air monitoring stations. Analysis and reporting shall be in accordance with the method-specific requirements of the specified EPA and State of California methods. The Contractor shall also maintain the meteorological tower for data collection of wind speed, wind direction, ambient temperature, precipitation, barometric pressure, relative humidity, and solar radiation. Testing parameters, analytical methods and sampling frequency shall be conducted as defined in Table C-2.

Table C-2. Summary of testing parameters, analytical methods, and sampling frequency.

Parameter	Analytical Method	Frequency
VOCs	EPA Toxic Compendium Method Toxic Organics (TO)-15	Every other week <sup>1</sup>
$PM_{10}$	MetOne Electron Beam Additive Manufacturing (EBAM) <sup>3</sup> (continuous beta attenuation monitor)	Continuous <sup>2</sup>

Radionuclides	Current DOE onsite monitoring method	Twice a week
Meteorological data	Onsite Meteorological tower	Weekly <sup>4</sup>

<sup>&</sup>lt;sup>1</sup>Cleaning, testing, verifications, and storage of SUMMA canisters every other week.

#### **C.3.1.2** Groundwater Activities

As described in the August 2007 Consent Order with the State of California, the Contractor shall provide groundwater support activities in compliance with applicable DOE Orders and all other applicable federal, state and local regulations and requirements, including the RCRA corrective action process with the lead agency. Based upon review of the existing data, discussions with DOE and DTSC, the contractor shall develop technical memoranda addressing groundwater characterization status and recommended Groundwater Data Gap strategies for both chemicals and radionuclides.

# **Groundwater Data Gap Work**

The Contractor shall review the groundwater program and implement groundwater data gap work plans previously developed. As directed by DOE, the Contractor shall update or develop new data gap work plans. The Contractor shall evaluate information from the existing well monitoring network and all previous groundwater sampling data. Additionally, the Contractor shall:

- 1. Conduct groundwater interim measures for the Former Sodium Disposal Facility (FSDF) TCE plume;
- 2. Continue evaluations of the tritium plume;
- 3. Characterize groundwater in Area IV in terms of fate and transport, faults and their potential impact, if any;
- 4. Gather data to describe Area IV groundwater appropriate in the mountain scale models;
- 5. Implement additional monitoring wells for 17<sup>th</sup> Street Pond, an identified data gap in monitoring wells;
- 6. Continue evaluations and development of the 1,4 Dioxin Study and preparation of a technical memorandum;
- 7. Continue the evaluation of North Flat Burro Flats Fault, review of existing data and geologic field mapping to determine if the North Fault extends to the west towards wells RD-57 and RD-65; and

<sup>&</sup>lt;sup>2</sup>As the EBAM systems are continuous monitors, each hourly sample is conducted entirely as an automated process and then integrated for a 24-hour composite sample.

<sup>&</sup>lt;sup>3</sup>EBAM used for PM<sub>10</sub> monitoring will be equipped with wind speed and direction sensors.

<sup>&</sup>lt;sup>4</sup>The meteorological tower is a continuous monitor, but the data will be collected on a weekly basis.

8. Install new monitoring wells to fill any new data gaps identified in the groundwater monitoring network as directed by DOE and in coordination with DTSC and the LARWQCB.

# **Groundwater Sampling**

The Contractor shall review and implement the groundwater sampling program as identified in previous data gap analyses. The quantity of samples will be based on data from the data gap analyses and actual field observations. The lab used by the contractor is required to be an EPA approved lab and certified by the State of California. Additionally, the Contractor shall maintain and operate the groundwater and soil samples database to collect and document all DOE sampling data, prepare for meetings and address data requests by DOE or DTSC.

The contractor shall prepare the following:

- Review and update if needed the work plan addressing the natural attenuation of
  volatile organic compound contaminants in groundwater within Area IV. Collect and
  analyze groundwater samples for the presence of chemicals and elements indicative
  of dechlorinization of TCE. Samples will be collected from representative wells
  impacted by TCE and other solvents. Results shall be provided in a brief technical
  memorandum.
- 2. Draft and final technical memorandum presenting groundwater characterization results. This task shall be used to prepare Annual Groundwater Reports (two) and quarterly data reports for groundwater samples collected;
- 3. Conduct analyses, review existing sampling program and data in order to potentially revise the 2010 Water Quality Sampling and Analysis Plan (WQSAP);
- 4. Conduct a bedrock geochemical characterization, prepare a study plan, and prepare a technical memorandum that presents results;
- 5. Review previous technical memos and analyses for the Old Conservation Yard (OCY). As directed by DOE, the Contractor shall conduct additional analysis and redevelopment of two wells (DD-158 and DD-159); and
- 6. Conduct Tritium Plume Seep Sampling annually, or additionally at DOE's direction, to assess if chemical and radiological concentrations in groundwater are changing over time.

#### **Groundwater Monitoring**

The Contractor shall become familiar with the Water Quality Sampling and Analysis Plan (WQSAP), which is consistent with the August 2007 Consent Order with the State of California. The WQSAP provides the fundamental understanding of the approach of the groundwater monitoring program requirements and methodologies of what DOE and DTSC have agreed upon. The Contractor shall be familiar with the WQSAP to understand the groundwater program elements from an awareness perspective. The Contractor shall provide environmental monitoring activities for groundwater in

compliance with applicable DOE Orders and all other applicable federal, state and local regulations and requirements, including the RCRA corrective action process with DTSC as the lead agency for Area IV and the NBZ.

#### The Contractor shall:

- 1. Implement the DTSC-approved Field Sampling Plan (FSP) and update as needed per direction of DOE.
  - a. Monitoring procedures shall be conducted using a WQSAP that has been approved by DTSC. The WQSAP must address the physical process of obtaining field information, measurements, and environmental samples.
  - b. Fill and label sample containers, record sampling information in a field logbook per the FSP, complete the chain of custody form and shipping documentation, and prepare samples for shipment to the analytical laboratories.
- 2. Perform sampling events for groundwater quality parameters as required by the WQSAP and the Corrective Measures Implementation Plan (CMIP).
  - a. Wells shall be sampled according to the parameters listed in Table V of the WQSAP, and consistent with the parameters listed in the ETEC annual groundwater reports. Every groundwater sample collected shall be analyzed for gross alpha and beta activity.
  - b. Quarterly water level measurements shall be taken for each well sampled for groundwater quality parameters. The wells for which the 40 sampling events are performed shall be drawn from the operable wells within the DOE Well Conditions Summary. The specific wells to be sampled will be determined by DOE annually at the end of each fiscal year and will be provided to the Contractor for implementation.
- 3. Reference the DOE Well Conditions Summary (MS Excel spreadsheet) as provided by DOE. A list of analytes and analytical methods for each well sampled may be found in the WQSAP. As directed by DOE, the Contractor shall implement procedures necessary to analyze the dissolved and total fractions for radiological groundwater samples.
- 4. Provide the necessary groundwater sampling supplies (generators, non-dedicated sample pumps, etc.). All groundwater locations can be accessed with a standard 4-wheel drive vehicle. The Contractor shall ensure that a California certified laboratory performs the analyses required for groundwater monitoring.
- 5. Maintain the structural integrity and operability of the DOE groundwater wells within Area IV and the Northern Buffer Zone. Well maintenance includes, but is not limited to: repairing and replacing pumps; replacing broken concrete pads surrounding the wells; repairing, replacing, and/or extending the outer protective steel casings; repairing, replacing, and installing vehicle guard posts around the wells; repairing and

- replacing casing covers, lock hasps, and hinges on outer protective casings; drilling weep holes in the outer protective casing; and painting the outside of the outer protective casings, as required.
- 6. Deliver quarterly water level monitoring data (in the form of a letter submittal) which will subsequently be delivered to the regulators. The Contractor shall also deliver an annual compilation and discussion of groundwater monitoring data which shall constitute the DOE portion of the groundwater annual report that will subsequently be submitted to DTSC, The Contractor shall compile the quarterly water level monitoring data with the annual compilation and discussion of groundwater monitoring data, and provide the information as input into the DOE required ASER.
- 7. Assist with meetings with DTSC and/or NASA and Boeing regarding groundwater baseline data requirements and cleanup strategies for Area IV as directed by DOE.
- 8. Use the results of historical document reviews and evaluations when developing PFAS Evaluation and Sampling reports and technical memoranda to document the findings.
  - a. Finalize PFAS search term evaluation summary;
  - b. Based on the findings of the document review and previous evaluations, develop an Area IV PFAS Implementation Plan;
  - c. Develop an Area IV PFAS groundwater sampling work plan (field sampling plan (FSP) and quality assurance project plan (QAPP) would be included;
  - d. Conduct groundwater sampling at 15 existing monitoring wells to evaluate if PFAS are present in groundwater at Area IV; and
  - e. Prepare a report documenting PFAS groundwater sampling result.

# C.3.1.3 Groundwater Interim Measure for the Former Sodium Disposal Facility (FSDF) Trichloroethene (TCE) plume

**Note:** The Groundwater Interim Measures (GWIM) are identified in the SSFL Program Management Plan of August 2017.

Water from the one DOE GWIM extraction well (RS-54) in Area IV will be treated at a dedicated treatment plant and discharged through either injection or infiltration. The stand-alone system proposed by DOE is currently in the work plan phase. Discharge will be regulated by the Los Angeles Regional Water Quality Control Board (LARWQCB). The Contractor shall:

- 1. Operate and maintain the automated GWIM pumping system in the FSDF.
  - a. Conduct tests defining groundwater properties that will identify pumping rates to maximize removal of TCE and other contaminates from groundwater.
  - b. Measure and sample monitoring wells in the vicinity of the FSDF GWIM action to

record updated operations data.

- c. Perform periodic system operation tests to ensure the system is functioning as per the GWIM. This includes sampling of the treatment processes, the groundwater being pumped, and taking water level measurements during various operating conditions of the treatment system at least once annually.
- d. Manually pump the wells of the FSDF GWIM during any periods that the automated system is nonoperational.
- e. Prepare an operations and maintenance manual including as-built design drawings, to document the in-place treatment system and operational and maintenance requirements.
- 2. Prepare a draft technical report of the data from the treatment system evaluating system operation for DOE review. Samples will be collected by the DOE site-support Contractors (or others) operating the treatment system. The report shall contain analytical results of system effluent and an analysis of the treatment system performance. Upon DOE acceptance, the report shall be provided to DTSC and the community.
- 3. Implement the Bedrock Corehole Well Interval Downhole Isolation Program to prevent seepage from impacting Chatsworth Formation groundwater. Work may include furnishing of all labor, materials, equipment and incidentals necessary to remove the existing barrier, install a new barrier and test the seal of the barrier.
- 4. Review previous Hazardous Material Storage Area (HMSA) Pilot Study work plans and finalize as directed by DOE. Submit the HMSA Pilot Study work plan to the LARWQCB with a permit application to obtain a waste discharge permit, which is required prior to injection of remediation amendments. Once a permit is received, conduct and finalize the pilot study.
- 5. Evaluate the Soil to Groundwater Contaminant Leachate Modeling as directed by DOE for additional analysis, and development of a white paper, work plan and technical memo.
- 6. Transition the GWIM to final remedy as per ROD and as directed by DOE.

#### C.3.1.4 Groundwater RFI Program

The Contractor shall implement the Groundwater RFI Field Sampling and Analysis Plan (FSAP) collecting data as outlined in the plan and shall procure supplies and services necessary to complete the field work. The Contractor shall perform functions including:

- 1. Geophysical logging of well borings for wells lacking prior logging.
- 2. Video logging of selected wells to determine physical changes in crack distribution since well installation.
- 3. Packer testing and sampling of selected wells to determine zones of transmissivity and contamination.

- 4. Implement the HMSA TCE plume groundwater treatability study through installation of near surface and bedrock injection and sampling wells. Biological and/or chemical agents shall be injected into the groundwater. The resulting distribution of the injected chemicals and resulting effects on TCE concentrations and daughter products shall be sampled and analyzed.
- 5. Implement and apply previous fate and transport modeling evaluations including the report titled *Groundwater Transport Modeling to Investigate Contaminant Back-Diffusion from the Rock Matrix*. Per DOE direction develop an approach for additional fate and transport modeling, apply the approach to test cases, and submit as a technical memorandum.
- 6. Conduct an additional evaluation of the tritium plume in order to address questions regarding the extent of the tritium plume in multiple directions including migration towards offsite areas. A technical memorandum will be prepared to describe the modeling approach, and a separate technical memorandum will be prepared to present the results of the modeling.
- 7. Finalize the Groundwater Corrective Measures Study (CMS). The draft CMS was submitted to DTSC for approval in September 2018, subsequent drafts were developed based on comments from DTSC.
- 8. Implement and update the CMIP concurrent with the CMS and based on the Groundwater CMS as directed by DOE. The CMIP describes the specifics relating to implementation of the approved groundwater remedies.

# **C.3.1.5** Surface Water Monitoring

The Contractor shall support DOE responsibilities in Area IV for surface water monitoring and reporting as required for the preparation of the ASER. The Contractor shall review the surface water monitoring requirements in the National Pollutant Discharge Elimination System (NPDES) permit, and provide input and/or analyses as referenced in the Environmental Sampling section of the ASER.

# C.3.2. Air Monitoring

This section provides additional requirements to Section C.3.2 of the Master IDIQ Contract.

The Contractor shall develop and implement a radiological air monitoring program in Area IV of SSFL. The radiological program shall include ambient air sampling performed continuously as follows: (1) weekly sampling cycle for two locations, the 4020 and the RMHF facility next to 4034; and (2) quarterly dosimeter sampling cycle for nine other locations documented in the Environmental Sampling section of the ASER. Results of this radiological air monitoring program shall be reported in the ASER in accordance with 40 CFR Part 61, Subpart H, *National Emission Standards for Emissions of Radionuclides Other Than Radon from Department of Energy Facilities*. Additionally, the Contractor shall perform monitoring of airborne particulate radioactivity through collection of filters that shall be changed weekly. The samples shall be analyzed for gross alpha and beta activity. In addition, on-site and off-site ambient radiation dosimeters shall be monitored quarterly.

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The Contractor shall conduct air monitoring and sampling in Area IV, in accordance with the Baseline Air Monitoring Work Plan for Volatile Organic Compounds (VOC)s, Particulate Matter (PM)<sub>10</sub>, and Radionuclides.

The Contractor shall continue to operate the four air monitors and provide quarterly and annual reports with updated sampling results through the Task Order period. Maintain off-asphalt access for vehicles to the air monitoring stations. Analytical and reporting shall be in accordance with the method-specific requirements of the specified EPA and State of California methods. The Contractor shall also maintain the meteorological tower for data collection of wind speed, wind direction, ambient temperature, precipitation, barometric pressure, relative humidity, and solar radiation.

# C.3.3. Soil Remediation Program

This section provides additional requirements to Section C.3.3 of the Master IDIQ Contract.

**Note:** This task order includes the development of planning documents as required by the Administrative Order on Consent (AOC); however, it does not include remedies that may be proposed by final authorities anticipated to be needed at ETEC due to regulatory uncertainty. DOE anticipates the remainder of the soil remediation will be a logical follow on task from this task order.

# C.3.3.1 Chemical Sampling Field Work Including Data Gap Sampling

The Contractor shall:

- 1. Prepare any additional specific addenda to the FSP approved by DTSC. These addenda shall include field sampling activities to address sampling under building slabs and addressing any additional data gaps initially identified by DOE and DTSC in any of the sub-areas (to include sub-areas 5A-D, 3/6, 7, and 8), as well as any goback sampling, and support trenching and soil gas sampling.
- 2. Work interactively with DOE, and DTSC to ensure that all requirements for the Phase 3 Data Gap Sampling as described in Section 2.5.3.3 of the 2010 AOC are met and reflect the results of the Gap Analysis Report.
- 3. Develop a work plan for approval by DTSC to characterize concrete slabs throughout Area IV and the NBZ. This work plan shall be consistent with AOC requirements and the processes and procedures described in Section Field Work below.
- 4. Conduct a geophysical survey to locate subsurface concrete and metal debris buried at the Old Conservation Yard (OCY). The geophysical survey results will be compared to existing soil data to assess if existing monitoring wells are adequately located. This WBS element also includes the preparation of a brief geophysical survey work plan, and a report to document the results of the geophysical survey.
- 5. Characterize Groundwater Sampling as agreed upon with DOE and DTSC and as identified in the Gap Analysis Report. The quantity of samples will be based on data from the Gap Analysis Report and actual field observations. The lab used by the Contractor is required to be an EPA approved lab and certified by the State of California.

# Field Work

The Contractor shall:

- 1. Obtain chemical data gap samples, including the procurement of chemical analytical services for all analyses agreed to with DOE. The Contractor shall research the capabilities of the laboratories in achieving the agreed upon requirements for the Interim Screening Levels and eventual Look-up Table lower reporting limits than those normally requested for analytical services.
- 2. Set up a sample management and shipping facility in its office trailer at SSFL. The Contractor shall procure all supplies and materials necessary to manage the colocated samples in the field. The Contractor shall continue to manage the sample management and shipping facility for processing of groundwater samples.
- 3. Obtain the appropriate digging permits from the site and coordinate all utility clearances with the property owner. The Contractor shall protect property near the work site and restore the site to its original state when the field work is complete.
- 4. Provide a complete evaluation of environmental media that requires characterization. This information shall be provided in the Gap Analysis Report.
- 5. Steam-clean using a high temperature, high pressure steam cleaner the drill rig, drilling pipe (augers and pipe), work surfaces, and vehicle wheels before entering the work site. The Contractor shall decontaminate the drill rig and each vehicle and/or equipment that came into contact with contaminated soils before leaving the site. All decontamination procedures shall follow the FSP. All liquids generated during decontamination procedures shall be collected and disposed of in accordance with Federal and State regulations.
- 6. Fill and label sample containers, record sampling information in a field logbook per the FSP, complete the chain of custody form, shipping documentation, and prepare samples for shipment to the analytical laboratories.

#### Site Investigation Data Review

The Contractor shall:

- 1. Review the analytical reports received from the laboratory for documentation that demonstrates completeness and adherence to sample handling, preparation, analysis, and quality control protocols. The Contractor shall document this data completeness review in the Sampling and Analysis Report.
- 2. Incorporate the analytical results from EPA Level 4 data validation review, which is summarized in the body of the Sampling and Analysis Report into the overall SSFL sampling database. The Contractor shall maintain management of the data base and implement the Standard Operating Procedures.
- 3. Obtain and submit blanks and spikes using a State-certified and EPA approved laboratory, the sampling activities shall be in conformance with State and EPA, Region IX Field and Sampling Protocols. The Contractor shall ensure that there will not be any weekend deliveries to the laboratory. Provide the necessary groundwater sampling supplies (generators, non-dedicated sample pumps, etc.). All groundwater locations can be accessed with a standard 4-wheel drive vehicle.

# Sample and Analysis Report Phase 3

**Note:** Phase 3 – Chemical Data Gap Investigation is a result of the AOC investigation and cleanup process for DOE and identified in the SSFL Program Management Plan for August 2017.

#### The Contractor shall:

- 1. Prepare a results technical memorandum that documents each sub-area's results. This technical memorandum shall describe the sampling episode, the area investigated, investigation methods, analytical suites, variations from the FSP (reasons and potential impacts to the data), provide analytical results tables, and study area maps showing locations of samples with results that exceed action levels (background and risk-based screening levels). The Contractor shall prepare a draft technical memorandum for DOE review. Upon DOE acceptance the technical memorandum shall be provided to DTSC and the community.
  - a. The Contractor shall use the final technical memorandum presenting groundwater characterization results to prepare Annual Groundwater Reports (two) and quarterly data reports for groundwater samples.
- 2. Finalize the Chemical Data Summary Report (CDSR) and submit it to DTSC for review and approval in accordance with the approved Chemical Data Gap Investigation workplan schedule. The CDSR shall contain a summary of the entirety of the data collection efforts, including the horizontal and vertical extent of contamination in the soils at the Site that exceed background levels of chemical contaminants.

# C.3.3.2 Work Conducted Under the Administrative Order on Consent (AOC)

Within 60 days following DTSC approval of CDSR, the Contractor shall prepare up to two Soils Remedial Action Implementation Plans (SRAIPs), as directed by DOE and in accordance with California Health and Safety Code - HSC § 25356.1 and the State of California Department of Toxic Substances Control (DTSC) Site Mitigation & Restoration Program guidelines for a Removal Action Work Plan (RAW), including the RAW Content elements.

The first SRAIP shall address cleanup of radionuclides and co-located hazardous chemicals and the second SRAIP will describe the excavation of radiologically impacted soils (e.g., exceeds local background) and the contiguous areas of the most chemically contaminated soils (e.g., exceeds respective risk-based screening levels). The Contractor shall conduct interactive meetings with DTSC and stakeholders to develop the major components. The first SRAIP shall include options for early soil remediation actions as directed by DOE in consultation with DTSC. The Contractor shall submit the Final SRAIPs for DOE and DTSC for approval.

The Contractor will develop a subsequent draft SRAIP to describe the remaining Area IV chemical cleanup of impacted soils for DTSC review, public comment, and approval as described above.

In addition to the contents prescribed for the RAW, the SRAIPs shall be based on and summarize the DTSC approved CDSR, US EPA's radiologic characterization survey, and shall include the following:

- Nature and extent of radiological and chemical contamination at the Site within the
  extent relevant to their scope (e.g., the first SRAIP will incorporate areas relevant to
  radionuclides and co-located chemicals, and the second SRAIP will include the
  remainder of the Site);
- Any parts of the site that are proposed for mitigation based on protection of biological resources and cultural resources;
- Any areas proposed for in situ or onsite treatment to achieve cleanup goals including the results of treatability studies conducted;
- Analysis to identify potential risks and suggested mitigation process addressing data gaps and/or revisions to the AOC that would impact the SRAIPs;
- Full description of mitigation measures necessary to address any identified environmental impacts; and
- Schedule for implementation of the planned remedial actions.

The SRAIPs shall also include the Soils Remedial Design Plan (SRDP). The SRDP shall include the technical and operations plans for implementation of each SRAIP including:

- Description of equipment used to excavate, handle, and transport contaminated material;
- Dust control and suppression plan that ensures the minimization of airborne dust generation during remedial activities, and an air monitoring plan that monitors the effectiveness of dust control and suppression efforts;
- Transportation plan identifying routes of travel and final destination of wastes;
- Health and safety plan addressing the implementation activities;
- Identification of all necessary permits and agreements, and demonstration of the acquisition of those permits and agreements; and
- Detailed schedule for implementation of the remedial action, including procurement, mobilization, construction phasing, sampling, facility startup, and testing.

The draft plans shall be submitted for DTSC review upon DOE approval. Then the plans shall be shared with stakeholders and posted on the DOE and DTSC websites upon DTSC concurrence. The Contractor shall:

- Conduct two public meetings to discuss the plans and receive public comments. The
  first public meeting shall be informational and the second a formal public meeting
  which may be co-sponsored by DTSC; and
- Prepare a response to public comments and incorporate all comments received. The Contractor shall prepare the Final SRAIP for DTSC approval.

### C.3.4. DD&R of Facilities

This section provides additional requirements to Section C.3.4 of the Master IDIQ Contract.

# C.3.4.1 Surveillance and Maintenance (S&M)

The Contractor shall provide S&M of the ETEC site in accordance with applicable laws, regulations, and DOE directives. The Contractor shall provide site management functions that include S&M, site-wide safety, and ETEC site infrastructure support.

# **C.3.4.2 S&M Inspection Requirements**

The Contractor shall conduct facility inspections for all facilities as follows:

- 1. Perform quarterly safety assessments that are consistent with the ETEC Integrated Safety Management System (ISMS) Plan.
- 2. Conduct Visual inspections of all remaining DOE-owned facilities, including inspections of vaults below building 4022, basement associated with building 4024, above ground storage tank receiving storm water runoff from the RMFH complex, and environmental monitoring equipment.
- 3. Perform and document weekly site inspections of the engineered barrier installed at the Former Sodium Disposal Facility (FSDF) to prevent rainwater intrusion and prevent potential re-contamination of previously remediated soil at the FSDF site.

# C.3.4.3 Facility Maintenance and Infrastructure Support

The Contractor shall conduct an initial due diligence walkdown of all remaining DOE-owned nonreactor nuclear (radiological) and non-radiological structures, systems, or components, including any known subgrade structures and underground utility systems and connections in Area IV, develop a list of repairs necessary to those facilities, structures, and systems to ensure a safe working environment, develop a schedule from the list, and provide maintenance, including the provision of utilities and infrastructure support as follows:

- 1. Establish a local utility account, include metering, to provide electrical service for Contractor activities.
- 2. Provide maintenance activities consisting of repairs impacting safety, facility security and protection of government property.
- 3. Ensure that all remaining portions of buildings remain in a safe shutdown mode and that all buildings are maintained in a safe and stable configuration.
- 4. Provide road maintenance activities, limited to minor pothole/patch repairs, tarring of cracks, and weed removal within the RMHF footprint.
- 5. Maintain the structural integrity and operability of the DOE groundwater wells as identified in the most recent version of the annual groundwater report within Area IV and the NBZ. Well maintenance includes:
  - a. Conducting an assessment of the condition of each well condition during scheduled sampling activities;
  - b. Repairing and replacing pumps;

- c. Replacing broken concrete pads surrounding the wells;
- d. Repairing, replacing, and/or extending the outer protective steel casings;
- e. Repairing, replacing, and installing vehicle guard posts around the wells;
- f. Repairing and replacing casing covers, lock hasps, and hinges on outer protective casings; drilling weep holes in the outer protective casing;
- g. Painting the outside of the outer protective casings; and
- h. Plug and abandon any monitoring wells in the groundwater monitoring network that are identified to no longer be serving any current or future data quality object in coordination with DOE, DTSC and the LARWQCB, as required.
- 6. Remove water from basement of 4024 in accordance with the Groundwater Record of Decision (ROD) for Final Environmental Impact Statement for Remediation of Area IV and the Northern Buffer Zone of the Santa Susana Field Laboratory, California, and as described in detail below. The Contractor shall:
  - a. Develop and implement a schedule for inspections dependent upon weather conditions, including the following:
    - i. Perform periodic pumping by an appropriately trained worker with personal dosimetry. Currently this averages a minimum of one day per week in dry months (April thru October) and two days per week in wet months (November thru March). Should the Contractor find water in the basement of Building 4024, the water shall be pumped and then stored in an existing Baker tank on the top floor of the facility.
    - ii. Collect a water sample consistent with the requirements of the SSFL Sitewide Water Quality Sampling and Analysis Plan (WQSAP) (DTSC Hazardous Waste Management Program most recent guidance document on Monitoring Requirements for Permitted Hazardous Waste Facilities), before off-site disposal. (DOE implemented the work plan installing 33 new wells, bringing the total number of monitoring wells in Area IV to over 130 wells.)
    - iii. Dispose of water based on the approved Waste Management Plan.

# C.3.4.4 DD&R of Remaining Basements, Vaults, & Slabs

The Contractor shall remove all equipment, and building structural material, including foundations, footers, and underground utilities within a facility footprint. Refer to Section J Attachment J-7, *Listing of Facilities for D&D scope*, which contains a list of numbered structures required to be demolished under this section.

The Contractor shall develop and complete D&D activities in accordance with specific D&D plans and DOE will approve for demolition of facilities in Area IV at the SSFL. The Contractor shall prepare detailed D&D plans, schedules, and detailed procedures describing D&D activities. These detailed D&D plans require approval by DOE before any D&D work can begin.

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The Contractor shall provide the overall management of the D&D program at ETEC. All D&D activities shall be conducted through an integrated approach with soil and water remediation, and waste management requirements in accordance with established regulatory interaction protocols. DOE buildings have been determined to not be of historical significance by the California State Historic Preservation Officer (SHPO). Completion of D&D activities shall be consistent with all provisions of the DTSC/DOE AOC, and the National Environmental Policy Act (NEPA) Final EIS (FEIS) Record of Decision(s) (ROD) and the DTSC California Environmental Quality Act (CEQA) analysis, enabling remediation of areas to S&M for which DOE is responsible.

#### C.3.4.4.1 Pre-Demolition

The Contractor shall perform pre-demolition activities including documentation review, pre-demolition inspections, pre-demolition planning, demolition preparation and abatement. The abatement and deactivation have been completed for all of the DOE buildings in preparation for demolition. The Contractor shall perform the following activities prior to the commencement of demolition, as needed:

- 1. Conduct an evaluation of previously prepared documents to identify potential hazards that may be encountered prior to preparation of the detailed D&D plans. The Contractor's review shall include historical information pertaining to activities, processes, and chemical and radiological use at the facility planned for demolition to identify potential wastes and constituents of concern. The review will focus on potential chemical/radiological residues and/or contamination be present on facility structural elements, floors, concrete/asphalt pavement and pads, ceilings, and equipment.
- 2. Conduct physical inspections of demolition project sites as needed to identify potential waste and factors affecting how those wastes are characterized. The Contractor's physical inspection shall include investigating and/or locating undocumented below grade features via underground investigation marking and mapping services. The results of the pre-demolition physical inspections shall be incorporated into the detailed D&D plans. These pre-demolition inspections shall be used to develop waste management strategies that ensure wastes are addressed in compliance with requirements and is managed as safely and efficiently as possible. The Contractor shall develop waste management strategies based on the outcomes of inspections that have been performed and incorporate those into the overall D&D plan. The D&D plan must be consistent with any agreement in place with the DTSC.
- 3. Prepare and submit detailed D&D plans to DOE and DTSC 90 days prior to commencement of D&D activities. DOE and DTSC review and approval must occur before any D&D activities commence. The D&D plan shall include the following:

- a. Maps, figures, detailed descriptions of buildings, and proposed equipment, methods, and extent of removals. Additionally, the plan shall include health and safety requirements; specific waste management profiles; expected waste streams and volumes; waste management and disposal requirements; results of pre-demolition physical inspections; site restoration requirements; existing radiological survey data as provided by DOE. Refer to the EPA Final Report entitled "Final Radiological Characterization of Soils Area IV and the *Northern Buffer Zone*" and the locations/results of pertinent waste characterization samples. The expected end state for all D&D projects is a stabilized site ready for transition to the soil's investigation efforts outlined in the AOC and shall be clearly described within the plan for each D&D project.
- b. Comprehensive, detailed listings of tasks and subtasks, including those involved with waste management that must be accomplished to complete the demolition project.
- c. Address hoisting and rigging, critical lifts, work at elevated surfaces, work near utility lines, internal traffic control, safe working clearance, and other work zone and industrial hazards associated with the demolition.
- d. Waste management, including waste generation, characterization, packaging and shipping, and QA verification.
- e. Radiological and chemical hazards before and during demolition. The D&D plans shall discuss the Contractor's plan to survey prior to shipping off-site and disposal of all demolition materials and waste. This survey shall include chemical and radiological screening to ensure waste meets the waste acceptance criteria of the receiving facility. The building surface and volumetric data shall be used to evaluate the risks of debris transport and to determine if any building debris requires management as radioactive waste.
- f. A demolition schedule.
- g. A signed statement from a California-licensed Professional Engineer, based on a review of historical documentation certifying, to the best of their knowledge and belief, there were/or were not any radiological-related activities, if any, conducted in any structure of the demolition.
- h. An assessment of potential impacts the proposed activities may have on active characterization or remediation efforts, on permanent groundwater monitoring, or on remediation systems.
- i. Describe demolition preparation activities including disposition of any remaining furniture, appliances, fixtures, office equipment, and removal of liquids from equipment. A licensed contractor, if necessary, shall drain piping,

tubing, compressors, pumps, hoists and other equipment with refrigerants, oils, or hydraulic fluids, until no other additional material can be removed. Lines and equipment that have held hazardous materials or hazardous wastes, and which are designated for disposal or recycling as scrap, shall be managed by Title 22 of the California Code of Regulations during demolition, and shall not be rinsed or otherwise cleaned beyond gravity draining, physical scraping, wiping, pigging, etc.

- j. Describe the Contractor's approach for removal and disposition of any remaining tanks, pressure vessel draining, and purging. The contents of tanks and pressure vessels located at demolition sites shall be evacuated through depletion, transfer to other storage, or venting as applicable.
- 4. Tanks and vessels shall be left open to the atmosphere once the contents have been evacuated with the exception of those designated for continued use that may be damaged by atmospheric exposure. Tanks that have held hazardous materials or wastes, and which are designated for disposal or recycling as scrap metal, shall only be rinsed or otherwise cleaned in compliance with Section 67383.3 in Title 22 of the California Code of Regulations. The Contractor shall:
  - a. Describe in the D&D plans disposition of any remaining or residual liquids, oil, or hydraulic fluid and its approach to lose paint abatement. Paint on buildings and equipment is assumed to be lead-based unless evidence is available demonstrating otherwise. Buildings and structures with areas of peeling or flaking paint large enough to impact demolition waste characterization either shall undergo lead paint abatement or the subsequent demolition waste shall be managed as hazardous waste. When lead paint abatement is performed, the removed material shall be collected, containerized, and managed as hazardous waste.
  - b. Describe plans for asbestos abatement and management of universal waste. This shall include activities to survey and remove all asbestos containing materials (ACMs), universal waste (e.g., mercury in electrical equipment), and Polychlorinated Biphenyls (PCBs) in order to render the site safe for demolition. All buildings shall require asbestos, universal waste, and PCB surveys prior to demolition. ACMs could consist of insulation on conventional piping and plumbing, boilers, steam generators or heaters. Asbestos may also be found in ceiling tiles, floor tiles, gaskets, structural supports, firewalls, roofing materials, etc. Specialized asbestos insulation configurations will be found on the sodium piping loops in several facilities. When non-friable or friable asbestos is detected during the asbestos survey, a licensed asbestos abatement contractor shall be employed to remove the asbestos. Lamps, ballasts, switches, mercury-containing articles, or other articles considered

- universal wastes or that may be otherwise hazardous shall be removed, segregated, containerized as required and transported to an appropriate recycling or disposal facility.
- c. Describe management of trash and debris, deposits of potentially hazardous materials, and potentially hazardous residues of various kinds observed during pre-demolition surveys in its D&D plans. These materials may be removed prior to demolition if the impact on waste characterization of the underlying material is sufficiently ameliorated, or the entire mass, including deposit/residue, shall be characterized as a whole to determine whether it is hazardous waste or not. No sifting or invasive separation methods shall occur in debris piles intermixed with soil, to ensure that soil conditions shall not be disturbed without DTSC concurrence. Only visible debris or trash shall be removed from piles. Only physical/mechanical removal methods shall be employed to remove deposits and residues. Potentially hazardous deposits and residues shall not be rinsed or washed from materials that are to become wastes.
- d. Include provisions for compliance with the Migratory Bird Treaty Act.
- e. Conduct biological and cultural resource monitoring in compliance with Section 7 of the Endangered Species Act and Section 106 of the National Historic Preservation Act for all D&D areas. The necessary clearances for biological resources and cultural resources shall also be performed prior to any D&D activities. Results shall be reported within the D&D plans.
- f. Develop Storm Water Pollution Prevention Plans (SWPPPs) for construction areas greater than one acre in size in accordance with the National Pollutant Discharge Elimination System (NPDES) General Permit for Storm Water Discharges Associated with Construction Activity (General Permit) Water Quality Order 99-08 DWQ. The SWPPP Notice of Intent shall be filed with the State Water Quality Control Board.
- 5. Implement a safety program for all D&D activities. Considering the requirements for the ISMS, Worker Safety and Health Plan, QA Plan, and Occupational Radiation Safety Program, the Contractor shall review and update these programs and plans for implementation of D&D activities and shall submit them for DOE approval.
- 6. Review utility as-built drawings for all structures abandoned in place, as well as disconnect utilities and services in facility preparation for D&D activities. The Contractor shall use air-gapping or other physical means to ensure that utilities are de-energized prior to D&D activities. Additionally, the Contractor shall install

utilities and services necessary for demolition activities to comply with OSHA standards and codes.

- 7. Perform all analyses required to demonstrate compliance with NESHAP requirements and prepare any required notifications for the radiological facilities D&D and any asbestos abatement. Notifications shall be submitted for approval at least 21 days prior to the start of asbestos removal. Results shall be reported within the D&D plan.
- 8. Inform DTSC of demolition activities at least 30 days in advance of commencement of demolition operations for any demolition project.
- 9. Support pre-demolition site tours related to the specific D&D effort. This shall include site access and site transportation.

#### C.3.4.4.2 Demolition

The Contractor shall perform demolition activities as developed and described in the detailed D&D plan. In addition, the Contractor shall:

- 1. Provide an archeologist and Native American monitor for all ground-disturbing activities in accordance with Section 106 of the National Historic Preservation Act.
- 2. Provide a biological monitor in compliance with Section 7 of the Endangered Species Act for all D&D areas. The necessary clearances for biological resources shall be performed prior to any D&D activities. Results shall be reported within the D&D plans.
- Conduct demolition in a manner to minimize the comingling of waste types.
   Demolition shall be conducted to avoid disturbance to the underlying soil.
   Materials such as stained concrete shall be segregated for subsequent characterization and disposal.
- 4. Conduct demolition in a manner to minimize generation of soil. If removal of contaminated soil for offsite disposal is necessary as the result of site stabilization or safety concerns, soil shall be containerized, and DOE shall be consulted prior to removal.
- 5. Provide access and maintain setback requirements for safe excavation for below-grade vault removal if soil excavation is required. Excavated soils shall be stockpiled and used only to backfill the excavation from which they came.
- 6. Use best management practices during D&D activities to disturb as little as possible the underlying soil. The Contractor shall ensure that stockpiled soil is properly covered, and appropriate dust control measures are employed to limit airborne releases.

- 7. Employ dust control and dust protection measures when the generation of dust resulting from demolition activities must be mitigated. Water used for dust suppression shall be contained within the D&D work areas.
- 8. Supply sufficient field oversight to maintain worker safety, radiological protections and procedures, storm water controls, and efficient project implementation.
- 9. Utilize qualified OSHA HAZWOPER and radiation trained (for demolition of radiological buildings) Contractor personnel during all demolition activities.
- 10. Observe the excavation to determine if there is the potential for previously undocumented releases of hazardous substances to have occurred, when performing demolition activities that expose soil. Indications of previously undocumented releases could include stained, discolored, wet, or saturated soils; odors; or the discovery of previously unknown features such as tanks or sumps that could indicate past chemical use. If such features are discovered, the Contractor shall pause work in the affected area, notify DOE, and propose a path forward to evaluate the area further and resume work.
- 11. Take necessary actions to minimize health and environmental impacts of the suspected contamination, and to minimize the generation of hazardous or mixed wastes.
- 12. Cease work in the vicinity immediately and notify DOE, in the event that an undocumented (i.e., not identified or discovered previously) underground storage tank (UST) is discovered during demolition. The Contractor shall propose a path forward to evaluate the area further and resume work. However, the discovery shall remain undisturbed until an investigation has been performed and a course of action is developed as directed by DOE.

# C.3.4.4.3 Management of Demolition Materials and Waste Disposal

The Contractor shall perform the necessary activities for management of demolition materials and waste disposal in accordance with the Contractor's specific D&D plans. In addition, the Contractors shall perform the following activities:

- 1. Modify the Waste Management Plan to include demolition waste and submit it to DOE for review and approval 90 days prior to commencement of D&D activities. Additionally, the Contractor shall:
  - a. Ship all radioactive waste to a properly permitted and licensed disposal facility based upon the waste acceptance criteria of that facility. Prior to use of a non-DOE waste treatment and/or disposal facility, the Contractor shall prepare an exemption request and receive DOE approval for use of a non-DOE facility for disposal of radioactive waste in compliance with DOE O

- 435.1, *Radioactive Waste Management*; and, if applicable, DOE O 458.1, *Radiation Protection of the Public and the Environment*, authorized Limits approval documentation.
- b. Generate, characterize, and package waste per specific waste handling procedures that provide the requirements for loading the waste into containers, recording its description, and completing the waste inventory documentation. All operations shall be performed by trained personnel and in accordance with safety and quality assurance requirements. Containers may be stored at the job site or be placed in storage at a limited access storage area, pending shipment.
- c. Not dispose of demolition waste on-site.
- d. Manage hazardous wastes in accordance with Title 40 of the Code of Federal Regulations, Title 22 of the California Code of Regulations, and Chapter 6.5 of Division 20 of the California Health and Safety Code. All hazardous waste shall be accumulated in closed containers (including lined roll-off bins), tanks, or lined trucks/trailers that prevent the release of any material. Hazardous or potentially hazardous waste shall not be managed using practices such as stockpiling, where the wastes are accumulated outside of lined and closed containers.
- e. Perform segregation, waste compatibility, container labeling, accumulation times, and all other management requirements for hazardous wastes stated in local, state, and federal regulations identified above shall be observed for all wastes as applicable.
- f. Transport roll-off bins filled at the demolition site containing hazardous wastes to a staging area that has been designated for that purpose. In all cases, bins containing hazardous wastes shall be transported for offsite disposal within the prescribed 90-day accumulation period as required by RCRA permit.
- g. Keep all containers of hazardous waste, roll-off bins securely closed, except when waste is actually being transferred into or out of them.
- h. Comply with Hazardous wastes requirements for Satellite Accumulation Areas as stated in State and Federal regulations may be maintained at the demolition site.
- i. Store, package, ship, and dispose of demolition materials determined to be non-hazardous waste and non-radiological material as solid waste in accordance with local, state, and federal regulations.
- j. Recycle demolition materials whenever possible and practical in compliance with Ventura County's Ordinance 4357 for construction/demolition debris.

DTSC shall be consulted prior to recycling of materials. No materials shall be recycled from radiological facilities.

- k. Verify the presence of PCBs within all oil-filled transformers.
- 1. Conduct all recycling of demolition material in accordance with Chapter 6.5, Article 4 of Division 20 of the California Health and Safety Code and Chapters 11 and 16, Division 4.5 of Title 22 of the California Code of Regulations.
- m. Segregate recoverable metal during demolition from other demolition wastes and transported to a metal recycling facility. No materials shall be recycled from radiological facilities.
- n. Ensure compliance with the 2010 AOC for waste disposition as noted in the Agreement In Principle of the AOC.
- Ensure compliance with the NEPA Environmental Impact Statement and Record of Decision and the CEQA analysis for transportation of waste offsite.
- p. Monitor and record the dose rate of each demolition related, debris-filled truck/roll-off, on both sides, from former radiological buildings before it leaves the site.
- q. Comply with the requirements of the DOE/ETEC Transportation Plan. Transportation off-site is controlled to cooperate with local homeowners adjacent to the site and along the access road, Woolsey Canyon Road.

#### C.3.4.4.4 Post-Demolition Activities

The Contractor shall perform the following activities:

- Complete D&D activities in accordance with all provisions of the AOC between the State of California and DOE dated 6 December 2010, and the NEPA EIS Record of Decision and the CEQA analysis.
- 2. Re-grade excavations less than three feet deep using adjacent soils to restore site surface and ensure proper drainage. Excavated soils shall be stockpiled and used only to backfill the excavation from which they came. The Contractor shall use material from an off-site location to backfill deeper excavations. However, the Contractor shall only use backfill material from sources approved by DOE. Deeper excavations shall be backfilled to the pre-demolition surface, while ensuring proper drainage.
- 3. Consider DTSC's Green Remediation Initiative as D&D activities are completed and backfill is performed.

4. Prepare a D&D post-demolition report. This report shall include post-demolition maps, field reports, waste characterization information, photographic documentation, and complete copies of the debris/waste documents for recycling and disposal. The D&D post-demolition report will be due within 45 days of completion of the D&D work.

# C.3.5. Waste Management and Removal

This section provides additional requirements to Section C.3.5 of the Master IDIQ Contract.

The Contractor shall establish a waste management program in compliance with the 2010 AOC. The Contractor's program shall be documented in a Waste Management Plan in accordance with DOE O 435.1, *Radioactive Waste Management*, and submitted to DOE for approval.

The Contractor's Waste Management Plan shall include:

- 1. Waste Management, including:
  - a. Interfacing with regulatory agencies in connection with waste management at ETEC involving preparation and maintenance of all necessary waste operations and environmental permits such as RCRA Part A, and other applicable waste disposal requirements and licenses.
  - b. Waste handling at the RCRA permitted facilities including storage, treatment, packaging, transportation, and off-site disposal of all waste types.
  - c. Coordinate with disposal sites to ensure waste disposal is in accordance with applicable requirements, including the ETEC Transportation Plan, and meets the waste acceptance criteria of the waste receiving facility. The Contractor shall also be responsible for payment of waste transportation and disposal site fees.
  - d. Ensure a proper mechanism is in place to identify and locate all placarded shipments of waste, and certain other shipments in accordance with the ETEC Transportation Plan.
  - e. Use of the USEPA Hazardous Waste Generator Identification Number for the ETEC Project identifying DOE as the owner of the waste for any document where such a number is required. Where the signature of the generator or shipper is required certifying that the waste has been properly characterized or packaged, the Contractor is to ensure a properly trained, experienced, and appointed person signs on behalf of the DOE. A copy of the Contractor appointing letter and qualifications of the individual shall be provided to the DCOR.
- 2. A waste minimization and pollution prevention program. The program shall include the following:

- a. Addressing activities related to waste operations, S&M activities, and environmental monitoring for the purpose of identifying opportunities for minimizing the amount and/or toxicity of wastes generated or projected to be generated.
  - i. The Contractor shall recycle demolition materials whenever possible and practical in compliance with Ventura County's Ordinance 4357 for construction/demolition debris. DTSC shall be consulted prior to recycling of materials. No materials shall be recycled from radiological facilities. All recycling of demolition material determined to be non-hazardous waste and non-radiological material shall be stored, packaged, shipped, and disposed as solid waste in accordance with local, state, and federal regulations.
- b. Preparation of all waste minimization reports including the Annual Waste Generation Report and the Affirmative Procurement reports, as required by RCRA regulations and DOE O 435.1 *Radioactive Waste Management*.
- 3. The storage, staging, and disposal of waste, including:
  - a. Maintain safe and compliant storage for all waste generated as a result of site activities, which include the following:
    - i. Waste characterization and classification;
    - ii. Safety and health oversight including radiation monitoring;
    - iii. Regular inspections of storage facilities;
    - iv. On-site transportation of waste to the storage facility;
    - v. Maintaining logs, waste inventory and tracking system;
    - vi. Storage facility maintenance;
    - vii. Preparing procedures and reports; and
    - viii. Contingency and spill control.
  - b. Comply with the requirements of the DOE/ETEC Transportation Plan, which include the following:
    - i. Provide a waste profile consistent with the Waste Acceptance Criteria (WAC) of the waste disposal facility no less than 120 days prior to shipment of any waste.
    - ii. Ensure compliance with the NEPA Environmental Impact Statement and Record of Decision and the CEQA analysis for transportation of waste off-site.
    - iii. Provide transportation for off-site disposal of all low-level radioactive, mixed low-level radioactive and hazardous waste types generated as a result of environmental monitoring and S&M activities. All on-site operations in support of off-site disposal shall be in compliance with all applicable federal and state

requirements and ETEC permits. Waste disposal shall comply with all applicable DOE, Department of Transportation (DOT), and disposal site waste acceptance requirements. In general, disposal operations include the following:

- a) Verification sampling for quality control purposes and repackaging of waste as needed in order to meet DOT and the disposal sites' packaging criteria;
- b) Ensuring container integrity and verification of radiological contents;
- c) Shipment, staging and preparation of manifests and bills of lading for waste shipments;
- d) Vehicle safety inspections;
- e) Disposal tracking and database management; and
- f) The dose rate on both sides of each demolition related, debris-filled truck/rolloff from former radiological buildings, shall be monitored and recorded before it leaves the site.
- iv. Ship all low-level radioactive and mixed low-level radioactive waste to a properly permitted and licensed disposal facility based upon the waste acceptance criteria of that facility. Prior to use of a non-DOE waste treatment and/or disposal facility, the Contractor shall prepare an exemption request and receive DOE approval for use of a non-DOE facility for disposal of low-level radioactive and mixed low-level radioactive waste in compliance with DOE M 435.1, *Radioactive Waste Management Manual*, and if applicable, DOE O 458.1 *Radiation Protection of the Public and the Environment*.
- c. Provide treatment, as required, of the generated wastewater prior to final packaging and transportation for off-site disposal. Wastewater generated as a result of environmental monitoring, S&M activities and groundwater well purging activities shall be managed as appropriate and shall not be discharged to the ground. Wastewater treatment activities shall conform to the Contractor's Waste Management Plan and the RCRA Part A permit. The wastewater treatment operations shall include:
  - i. Internal inspections to meet permit requirements;
  - ii. Environmental support and oversight;
  - iii. Quality assurance support and oversight;
  - iv. Preparation of written procedures required for treatment operations;
  - v. Maintenance of treatment facilities; and
  - vi. Stabilization as allowed by RMHF Part A Permit.

# C.3.5.1 Non-radioactive (Sanitary) Waste

This section does not have additional requirements beyond those provided within the Master IDIQ Contract.

#### C.3.5.2 Radioactive Waste

This section provides additional requirements to Section C.3.5.2 of the Master IDIQ Contract.

The Contractor's waste management program shall be developed in accordance with DOE O 458.1, *Radiation Protection of the Public and the Environment*, and DOE O 435.1, *Radioactive Waste Management*, which requires use of DOE M 435.1-1, *Radioactive Waste Management Manual*, to develop, implement and maintain a Radioactive Waste Management Program. As directed by DOE, the Contractor shall participate in reporting, updating and/or providing information and may be required to perform additional activities to address radiological waste management as follows:

- 1. Waste shall be generated, characterized, and packaged per specific waste handling procedures that provide the requirements for loading the waste into containers, recording its description, and completing the waste inventory documentation. All operations shall be performed by trained personnel and in accordance with safety and quality assurance requirements. Containers may be stored at the job site or be placed in storage at a limited access storage area, pending shipment.
- 2. Hazardous wastes shall be managed in accordance with Title 40 of the Code of Federal Regulations, Title 22 of the California Code of Regulations, and Chapter 6.5 of Division 20 of the California Health and Safety Code. All hazardous wastes shall be accumulated in closed containers (including lined roll-off bins), tanks, or lined trucks/trailers that prevent the release of any material. Wastes that are hazardous or potentially hazardous shall not be managed using practices such as stockpiling, where the wastes are accumulated outside of lined and closed containers.
- 3. Segregation, waste compatibility, container labeling, accumulation times, and all other management requirements for hazardous wastes stated in local, state, and federal regulations identified above shall be observed for all wastes as applicable.
- 4. Once roll-off bins containing hazardous wastes have been filled at the demolition site, they shall be transported only to a staging area that has been designated for that purpose. In all cases, bins containing hazardous wastes shall be transported for offsite disposal within the prescribed 90-day accumulation period as required by RCRA permit.
- 5. Hazardous wastes that comply with the requirements for Satellite Accumulation Areas as stated in State and Federal regulations may be maintained at the demolition site.

# Section D - Packaging and Marking

Section D of the Master IDIQ Contract is incorporated by reference.

# **Section E - Inspection and Acceptance**

Section E of the Master IDIQ Contract is incorporated by reference.

# **Section F - Deliveries or Performance**

Section F of the Master IDIQ Contract is incorporated by reference. Clause F.2 and F.3 are revised for the purpose of this Task Order with the information below and supersedes the corresponding clauses in Section F of the Master IDIQ.

# F.2 DOE-F-2002 PLACE OF PERFORMANCE – SERVICES (OCT 2014)

The place of performance for Task Order 1 shall be at Area IV and NBZ of the Santa Susana Field Laboratory (SSFL), located approximately 29 miles northwest of downtown Los Angeles, California, in the southeast corner of Ventura County. At the discretion of the designated DOE Site Technical Lead, specific tasks may be performed at a Contractor supplied location away from SSFL or other locations as required by the Government.

The Contractor shall strictly adhere to Federal Travel Regulation (FTR) governed by 41 Code of Federal Regulations (CFR) Chapters 300-304, which implements statutory requirements and Executive branch policies for travel by federal civilian employees and others authorized to travel at the Government's expense, as well as Federal Acquisition Regulation (FAR) 31.205-46, Travel Costs.

### F.3 PERIOD OF PERFORMANCE

(b) The task order period of performance is provided in B.2 which includes the incoming transition.

# **Section G - Contract Administration Data**

Section G of the Master IDIQ Contract is incorporated by reference. Clause G.4 is revised for the purpose of this Task Order with the information below.

# G.4 DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)

- (c) Information regarding correspondence and contact information is as follows:
  - (1) Contract Specialist
    - (A) Name: William A. Brown
    - (B) Telephone number: 513-246-0023
    - (C) Address: 550 Main St. 7<sup>th</sup> Floor, Cincinnati, OH 45202
    - (D) Email address: William.Brown@emcbc.doe.gov
  - (2) Contracting Officer
    - (A) Name: John Blecher
    - (B) Telephone number: 513-744-0980
    - (C) Address: 550 Main St. 7<sup>th</sup> Floor, Cincinnati, OH 45202

(D) Email address: John.Blecher@emcbc.doe.gov

(3) Contracting Officer's Representative

(A) Name: TBD

(B) Telephone number: TBD

(C) Address: TBD

(D) Email address: TBD

(4) Site Technical Lead

(A) Name: Josh Mengers

(B) Telephone number: 805-416-0994

(C) Address: Energy Technology Engineering Center, 4100 Guardian Street, Suite

160, Simi Valley, CA 93063

(D) Email address: Joshua.Mengers@emcbc.doe.gov

# **Section H - Special Contract Requirements**

Section H of the Master IDIQ Contract is incorporated by reference and is revised for purposes of this Task Order with the information below specifically identified for this task.

#### H.3 Definitions

- (c) "Incumbent Contractor(s)" means CDM Smith (CDM) performing work under Contract No. DE-EM0001128/DE-DT0003515 and Northwind (NW) performing work under Contract No. DE-EM0000837/DE-DT0007583.
- (d) "Incumbent Employees" means employees who are regular employees of any of the Incumbent Contractors who at time of award of this Task Order or upon effective date of the transition of work to this Task Order are performing any of the work scope that transitions to this Task Order.

# H.33 DOE-H-2070 KEY PERSONNEL-ALTERNATE I (OCT 2014) REVISED

(a) Pursuant to the clause DEAR 952.215-70 entitled, *Key Personnel*, the key personnel for this Task Order are identified below (Table H-1):

**Table H-1: Key Personnel** 

Name	Position	
[Offeror Fill-In]	Program Manager	
[Offeror Fill-In] (as applicable)	Regulatory Affairs Manager	
[Offeror Fill-In] (as applicable)	Environment, Safety, Health, and	
	Quality Assurance (ESH&QA) Manager	
[Offeror Fill-In] (as applicable)	[Offeror Fill-In] (as applicable)	

# H.36 DOE-H-2073 Risk Management and Insurance Programs

(For Cost Reimbursement CLINS, the following H clause is to be followed in lieu of H.22 DOE-H-2049 *Insurance Requirements (Oct 2014)* found in the Master Section H.)

Contractor officials shall ensure that the requirements set forth below are applied in the establishment and administration of DOE-funded prime cost reimbursement contracts for management and operation of DOE facilities and other designated long-lived onsite contracts for which the contractor has established separate operating business units.

# (a) Basic Requirements

- (1) Maintain commercial insurance or a self-insured program, (i.e., any insurance policy or coverage that protects the Contractor from the risk of legal liability for adverse actions associated with its operation, including malpractice, injury, or negligence) as required by the terms of the Contract. Types of insurance include automobile, general liability, and other third-party liability insurance. Other forms of coverage must be justified as necessary in the operation of the Department facility and/or the performance of the Contract, and approved by the DOE.
- (2) Contractors shall not purchase insurance to cover public liability for nuclear incidents without DOE authorization (see DEAR 950.5070 entitled, *Indemnification* and DEAR 950.70 entitled, *Nuclear Indemnification of DOE Contractors*).
- (3) Demonstrate that insurance programs and costs comply with the cost limitations and exclusions at FAR 28.307 entitled, *Insurance Under Cost Reimbursement Contracts*, FAR 31.205-19 entitled, *Insurance and Indemnification*, DEAR 931.205-19 entitled, *Insurance and Indemnification*, and DEAR 970.3102-05-19, entitled, *Insurance and Indemnification*.
- (4) Demonstrate that the insurance program is being conducted in the Government's best interest and at a reasonable cost.
- (5) The Contractor shall submit copies of all insurance policies or insurance arrangements to the Contracting Officer no later than 30 days after the purchase date.
- (6) When purchasing commercial insurance, the Contractor shall use a competitive process to ensure costs are reasonable.
- (7) Ensure self-insurance programs include the following elements:
  - (i) Compliance with criteria set forth in FAR 28.308 entitled, *Self-Insurance*. Approval of self-insurance is predicated upon submission of verifiable proof that the self-insurance charge does not exceed the cost of purchased insurance. This includes hybrid plans (i.e., commercially purchased insurance with self-insured retention, such as large deductible, matching deductible, retrospective rating cash flow plans, and other plans where insurance reserves are under the control of the insured). The self-insured retention components of such plans are self-insurance and are subject to the approval and submission requirements of FAR 28.308, as applicable.
  - (ii) Demonstration of full compliance with applicable state and federal regulations and related professional administration necessary for participation in alternative insurance programs.

- (iii) Safeguards to ensure third party claims and claims settlements are processed in accordance with approved procedures.
- (iv) Accounting of self-insurance charges.
- (v) Accrual of self-insurance reserve. The Contracting Officer's approval is required and predicated upon the following:
  - A. The claims reserve shall be held in a special fund or interest bearing account.
  - B. Submission of a formal written statement to the Contracting Officer stating that use of the reserve is exclusively for the payment of insurance claims and losses, and that DOE shall receive its equitable share of any excess funds or reserve.
  - C. Annual accounting and justification as to the reasonableness of the claims reserve submitted for Contracting Officer review.
  - D. Claim reserves, not payable within the year the loss occurred, are discounted to present value based on the prevailing Treasury rate.
- (8) Separately identify and account for interest cost on a Letter of Credit used to guarantee self-insured retention, as an unallowable cost and omitted from charges to the DOE contract.
- (9) Comply with the Contracting Officer's written direction for ensuring the continuation of insurance coverage and settlement of incurred and/or open claims and payments of premiums owed or owing to the insurer for prior DOE contractors.
- (b) Plan Experience Reporting. The Contractor shall:
  - (1) Provide the Contracting Officer with annual experience reports for each type of insurance (e.g., automobile and general liability), listing the following for each category:
    - (i) The amount paid for each claim.
    - (ii) The amount reserved for each claim.
    - (iii) The direct expenses related to each claim.
    - (iv) A summary for the year showing total number of claims.
    - (v) A total amount for claims paid.
    - (vi) A total amount reserved for claims.
    - (vii) The total amount of direct expenses.
  - (2) Provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).

- (3) Provide additional claim financial experience data as may be requested on a case-by-case basis.
- (c) Terminating Operations. The Contractor shall:
  - (1) Ensure protection of the Government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating;
  - (2) Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer; and
  - (3) Reach agreement with DOE on the handling and settlement of claims incurred but not reported at the time of contract termination; otherwise, the Contractor shall retain this liability.
- (d) Successor Contractor or Insurance Policy Cancellation. The Contractor shall:
  - (1) Obtain the written approval of the contracting officer for any change in program direction; and
  - (2) Ensure insurance coverage replacement is maintained as required and/or approved by the contracting officer.

#### Section I - Contract Clauses

Section I of the Master IDIQ Contract is incorporated by reference and is revised for purposes of this Task Order with the information below specifically identified for this task.

# I.47 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 15 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 30 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 32 months.

(End of Clause)

#### 1.125 FAR 52.232-22 LIMITATION OF FUNDS

(a) The parties estimate that performance of this contract will not cost the Government more than (1) the estimated cost specified in the Schedule or, (2) if this is a cost-sharing contract, the Government's share of the estimated cost specified in the Schedule. The Contractor agrees to use

its best efforts to perform the work specified in the Schedule and all obligations under this contract within the estimated cost, which, if this is a cost-sharing contract, includes both the Government's and the Contractor's share of the cost.

- (b) The Schedule specifies the amount presently available for payment by the Government and allotted to this contract, the items covered, the Government's share of the cost if this is a cost-sharing contract, and the period of performance it is estimated the allotted amount will cover. The parties contemplate that the Government will allot additional funds incrementally to the contract up to the full estimated cost to the Government specified in the Schedule, exclusive of any fee. The Contractor agrees to perform, or have performed, work on the contract up to the point at which the total amount paid and payable by the Government under the contract approximates but does not exceed the total amount actually allotted by the Government to the contract.
- (c) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of (1) the total amount so far allotted to the contract by the Government or, (2) if this is a cost-sharing contract, the amount then allotted to the contract by the Government plus the Contractor's corresponding share. The notice shall state the estimated amount of additional funds required to continue performance for the period specified in the Schedule.
- (d) Sixty days before the end of the period specified in the Schedule, the Contractor shall notify the Contracting Officer in writing of the estimated amount of additional funds, if any, required to continue timely performance under the contract or for any further period specified in the Schedule or otherwise agreed upon, and when the funds will be required.
- (e) If, after notification, additional funds are not allotted by the end of the period specified in the Schedule or another agreed-upon date, upon the Contractor's written request the Contracting Officer will terminate this contract on that date in accordance with the provisions of the Termination clause of this contract. If the Contractor estimates that the funds available will allow it to continue to discharge its obligations beyond that date, it may specify a later date in its request, and the Contracting Officer may terminate this contract on that later date.
- (f) Except as required by other provisions of this contract, specifically citing and stated to be an exception to this clause-
  - (1) The Government is not obligated to reimburse the Contractor for costs incurred in excess of the total amount allotted by the Government to this contract; and
  - (2) The Contractor is not obligated to continue performance under this contract (including actions under the Termination clause of this contract) or otherwise incur costs in excess of-
    - (i) The amount then allotted to the contract by the Government or;
    - (ii) If this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, 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 this contract.

- (g) The estimated cost shall be increased to the extent that (1) the amount allotted by the Government or, (2) if this is a cost-sharing contract, the amount then allotted by the Government to the contract plus the Contractor's corresponding share, exceeds the estimated cost specified in the Schedule. If this is a cost-sharing contract, the increase shall be allocated in accordance with the formula specified in the Schedule.
- (h) No notice, communication, or representation in any form other than that specified in paragraph (f)(2) of this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any costs in excess of the total amount allotted by the Government to this contract, whether incurred during the course of the contract or as a result of termination.
- (i) When and to the extent that the amount allotted by the Government to the contract is increased, any costs the Contractor incurs before the increase that are in excess of-
  - (1) The amount previously allotted by the Government or;
  - (2) If this is a cost-sharing contract, the amount previously allotted by the Government to the contract plus the Contractor's corresponding share, shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice and directs that the increase is solely to cover termination or other specified expenses.
- (j) Change orders shall not be considered an authorization to exceed the amount allotted by the Government specified in the Schedule, unless they contain a statement increasing the amount allotted.
- (k) Nothing in this clause shall affect the right of the Government to terminate this contract. If this contract is terminated, the Government and the Contractor shall negotiate an equitable distribution of all property produced or purchased under the contract, based upon the share of costs incurred by each.
- (l) If the Government does not allot sufficient funds to allow completion of the work, the Contractor is entitled to a percentage of the fee specified in the Schedule equaling the percentage of completion of the work contemplated by this contract.

(End of Clause)

# I.210 DEAR 952.204-2 Security Requirements (Aug 2016)

(a) *Responsibility*. It is the Contractor's duty to protect all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for protecting all classified information and all classified matter (including documents, material and special nuclear material) which are in the

Contractor's possession in connection with the performance of work under this contract against sabotage, espionage, loss or theft. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter or special nuclear material in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and classification levels and categories of matter proposed for retention, the reasons for the retention, and the proposed period of retention. If the retention is approved by the Contracting Officer, the security provisions of the contract shall continue to be applicable to the classified matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.

- (b) *Regulations*. The Contractor agrees to comply with all security regulations and contract requirements of DOE as incorporated into the contract.
- (c) Definition of classified information. The term Classified Information means information that is classified as Restricted Data or Formerly Restricted Data under the Atomic Energy Act of 1954, or information determined to require protection against unauthorized disclosure under Executive Order 12958, Classified National Security Information, as amended, or prior executive orders, which is identified as National Security Information.
- (d) *Definition of restricted data*. The term *Restricted Data* means all data concerning design, manufacture, or utilization of atomic weapons; production of special nuclear material; or use of special nuclear material in the production of energy, but excluding data declassified or removed from the Restricted Data category pursuant to 42 U.S.C. 2162 [Section 142, as amended, of the Atomic Energy Act of 1954].
- (e) Definition of formerly restricted data. The term "Formerly Restricted Data" means information removed from the Restricted Data category based on a joint determination by DOE or its predecessor agencies and the Department of Defense that the information -
  - (1) Relates primarily to the military utilization of atomic weapons; and (2) can be adequately protected as National Security Information. However, such information is subject to the same restrictions on transmission to other countries or regional defense organizations that apply to Restricted Data.
- (f) Definition of national security information. The term "National Security Information" means information that has been determined, pursuant to Executive Order 12958, Classified National Security Information, as amended, or any predecessor order, to require protection against unauthorized disclosure, and that is marked to indicate its classified status when in documentary form.
- (g) Definition of special nuclear material. The term "special nuclear material" means -
  - (1) Plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which, pursuant to 42 U.S.C. 2071 [section 51 as amended, of the Atomic Energy Act

- of 1954] 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.
- (h) Access authorizations of personnel.
  - (1) The Contractor shall not permit any individual to have access to any classified information or special nuclear material, except in accordance with the Atomic Energy Act of 1954, and the DOE's regulations and contract requirements applicable to the particular level and category of classified information or particular category of special nuclear material to which access is required.
  - (2) The Contractor must conduct a thorough review, as defined at 48 CFR 904.401, of an uncleared applicant or uncleared employee, and must test the individual for illegal drugs, prior to selecting the individual for a position requiring a DOE access authorization.
    - (i) A review must Verify an uncleared applicant's or uncleared employee's educational background, including any high school diploma obtained within the past five years, and degrees or diplomas granted by an institution of higher learning; contact listed employers for the last three years and listed personal references; conduct local law enforcement checks when such checks are not prohibited by state or local law or regulation and when the uncleared applicant or uncleared employee resides in the jurisdiction where the Contractor is located; and conduct a credit check and other checks as appropriate.
    - (ii) Contractor reviews are not required for an applicant for DOE access authorization who possesses a current access authorization from DOE or another Federal agency, or whose access authorization may be reapproved without a federal background investigation pursuant to Executive Order 12968, Access to Classified Information (August 4, 1995), Sections 3.3(c) and (d).
    - (iii) In collecting and using this information to make a determination as to whether it is appropriate to select an uncleared applicant or uncleared employee to a position requiring an access authorization, the Contractor must comply with all applicable laws, regulations, and Executive Orders, including those -
      - (A) Governing the processing and privacy of an individual's information, such as the Fair Credit Reporting Act, Americans with Disabilities Act (ADA), and Health Insurance Portability and Accountability Act; and (B) prohibiting discrimination in employment, such as under the ADA, Title VII and the Age Discrimination in Employment Act, including with respect to pre- and post-offer of employment disability related questioning.
    - (iv) In addition to a review, each candidate for a DOE access authorization must be tested to demonstrate the absence of any illegal drug, as defined in 10 CFR 707.4. All positions requiring access authorizations are deemed *testing designated positions* in accordance with 10 CFR part 707. All employees possessing access authorizations are subject to applicant,

random or for cause testing for use of illegal drugs. DOE will not process candidates for a DOE access authorization unless their tests confirm the absence from their system of any illegal drug.

- (v) When an uncleared applicant or uncleared employee receives an offer of employment for a position that requires a DOE access authorization, the Contractor shall not place that individual in such a position prior to the individual's receipt of a DOE access authorization, unless an approval has been obtained from the head of the cognizant local security office. If the individual is hired and placed in the position prior to receiving an access authorization, the uncleared employee may not be afforded access to classified information or matter or special nuclear material (in categories requiring access authorization) until an access authorization has been granted.
- (vi) The Contractor must maintain a record of information concerning each uncleared applicant or uncleared employee who is selected for a position requiring an access authorization. Upon request only, the following information will be furnished to the head of the cognizant local DOE Security Office:
  - (A) The date(s) each Review was conducted;
  - (B) Each entity that provided information concerning the individual;
  - (C) A certification that the review was conducted in accordance with all applicable laws, regulations, and Executive Orders, including those governing the processing and privacy of an individual's information collected during the review;
  - (D) A certification that all information collected during the review was reviewed and evaluated in accordance with the Contractor's personnel policies; and
  - (E) The results of the test for illegal drugs.
- (i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to protect any classified information, special nuclear material, or other Government property that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or Subcontractors to criminal liability under the laws of the United States (see the Atomic Energy Act of 1954, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794).
- (j) Foreign ownership, control, or influence.
  - (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Standard Form (SF) 328, Certificate Pertaining to Foreign Interests, executed prior to award of this contract. The Contractor will submit the Foreign Ownership, Control or Influence (FOCI) information in the format directed by DOE. When completed the Contractor must print and sign one copy of

- the SF 328 and submit it to the Contracting Officer. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice, shall also be furnished concurrently to the Contracting Officer.
- (2) If a Contractor has changes involving foreign ownership, control, or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.
- (3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control, or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to protect any classified information or special nuclear material.
- (4) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a foreign ownership, control, or influence situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to foreign ownership, control, or influence and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the foreign ownership, control, or influence problem.
- (k) *Employment announcements*. When placing announcements seeking applicants for positions requiring access authorizations, the Contractor shall include in the written vacancy announcement, a notification to prospective applicants that reviews, and tests for the absence of any illegal drug as defined in 10 CFR 707.4, will be conducted by the employer and a background investigation by the Federal government may be required to obtain an access authorization prior to employment, and that subsequent reinvestigations may be required. If the position is covered by the Counterintelligence Evaluation Program regulations at 10 CFR part 709, the announcement should also alert applicants that successful completion of a counterintelligence evaluation may include a counterintelligence-scope polygraph examination.
- (1) Flow down to subcontracts. The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under its contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require such subcontractors to have an existing DOD or DOE facility clearance or submit a completed SF 328, Certificate Pertaining to Foreign Interests, as required in 48 CFR 952.204-73, Facility Clearance, and obtain a foreign ownership, control and influence determination and facility clearance prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean subcontractor and the term "contract" shall mean subcontract.

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(End of Clause)

## I.211 DEAR 952.204-70 Classification/Declassification (Sep 1997)

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders).

The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifiers which involves making classification decisions based upon classification guidance which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Declassifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

(End of Clause)

# Section J - List of Documents, Exhibits and Other Attachments

Section J of the Master IDIQ Contract is incorporated by reference and is revised for purposes of this Task Order with the information below specifically identified for this task.

Attachment Number	
	Title of Attachment
J-2	Requirements Sources and Implementing Documents
J-3	Wage Determinations
J-4	Deliverables
J-5	Government Furnished Services and Items
J-6	Pricing Schedules
J-7	Listing of Facilities for D&D scope

# Section K – Representations and Certifications

Responses submitted with the Request for Proposals for the award of IDIQ contracts are incorporated by reference. Clause K.6 is incorporated for the purpose of this Task Order with the information below.

# K.6 Certification Regarding Facility Clearance - Foreign Ownership, Control or Influence Information

Please check, as appropriate:	
[] Submitted Commercial and Government Entity code or facility code if cleared.	
Documentation granting Offeror's subcontractor(s) and/or joint venture facility clearance attached.	is
Draft FOCI Mitigation Plan, if applicable, is attached.	
[] Facility Clearance request documentation including the following information has been submitted via Foreign Ownership, Control, or Influence (FOCI) Electronic Submission Site a <a href="https://foci.anl.gov/">https://foci.anl.gov/</a> for Offeror, subcontractor(s) and/or joint venture if not currently cleared:	
[] The Standard Form 328 has been signed and dated by an authorized official of the company and the original has been sent to the appropriate FOCI Office.	
[] If publicly owned, the Contractor's most recent annual report, and its most recent proxy statement for its annual meeting of stockholders have been attached; or, if privation owned, the audited, consolidated financial information for the most recently closed accounting year has been attached.	itely

#### SMALL BUSINESS NATIONWIDE DEACTIVATION, DECOMMISSIONING, AND REMOVAL (DD&R) SOLICITATION NO. 89303322REM000112

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[] A copy of the company's articles of incorporation and an attested copy of the company's by-laws, or similar documents filed for the company's existence and management, and all amendments to those documents.
[] A list identifying the organization's owners, officers, directors, and executive personnel, including their names, social security numbers, citizenship, titles of all positions they hold within the organization, and what clearances, if any, they possess or are in the process of obtaining, and identification of the government agency(ies) that granted or will be granting those clearances.

### REQUIREMENTS SOURCES AND IMPLEMENTING DOCUMENTS

## List A. Applicable Federal, State, and Local Regulations

The federal, state, and local regulations found in the Contract constitute List A, *Applicable Federal, State, and Local Regulations*, referenced in the Section H clause *Laws, Regulations, and DOE Directives*. Omission of any applicable law or regulation from the Contract does not affect the obligation of the Contractor to comply with such law or regulation. List B below contains a list of applicable DOE Directives that are required for this Contract.

## **List B. Applicable DOE Directives**

The DOE directives listed in the table below contain requirements relevant to the scope of work under this contract. In most cases, the requirements applicable to the contractor are contained in a Contractor Requirements Document (CRD) attached to the DOE directive. The Contractor is encouraged to continuously evaluate the work scope and contract requirements for opportunities to improve efficiency or creativity and propose alternative methods to those specified in the DOE directives.

Table J-2.1 Directives, Regulations, Policies, and Standards

Directive/Requirement No. Directive Title					
*Section J- Attachment J-2 of the Master IDIQ Contract is incorporated by reference, with the following site-specific Implementing Documents, which are hereby incorporated in this Task Order					
Implementing Documents					
Landowner Access Agreement					

SECTION L ATTACHMENT L-8

## **SECTION J - ATTACHMENT J-3**

Wage Determination – Service Contract Labor Standards (formerly known as the Service Contract [SCA]) and Construction Wage Rate Requirements (formerly known as the Davis-Bacon Act [DBA])

#### **DELIVERABLES**

The following list(s) of Contract Deliverables summarize the specific products the Contractor shall submit to DOE, the date/timeframe that the Contractor is required to submit the product over the life of the project the type of action DOE will perform, and the associated DOE response time. Note all identified timeframes are in calendar days.

The DOE review period for Deliverables shall be 30 calendar days unless otherwise specified in the Deliverables or other agreement. Upon DOE approval or acceptance, with no further action required by the Contractor, the Contractor can make a claim for applicable fees.

#### The DOE action is defined as:

- Approve The Contractor shall provide the deliverable to DOE for review and approval. DOE will review the deliverable and provide comments in writing. DOE will discuss the comments with the Contractor, and the Contractor shall provide written responses. The Contractor shall rewrite the document to incorporate DOE mandatory comments and resubmit for DOE approval. Once approved by DOE, the deliverable shall be placed under change control, and no changes shall be made without DOE approval.
- Review The Contractor shall provide the deliverable to DOE for review and comment.
   DOE will have the option to review the information and provide comments. The
   Contractor shall respond to written comments.
- Information The Contractor shall provide the deliverable for information purposes only. DOE will have the option of reviewing the information and providing comments. Such comments do not require resolution under the Contract/Task Order.

All deliverables shall be provided to the CO, unless otherwise directed, in an electronic only format that is easily reproducible. Omission of any deliverable from the List of Deliverables does not affect the obligation of the Contractor to comply with such requirements.

Deliverable	Reference	Deliverable Due	DOE Action
Denverable	Reference	Denverable Bue	
Transition Plan	C.1.1	Within 7 days after NTP	Approve
Public Release Statement	C.1.1	Within 72 hours of NTP	Review
Blue-Sheeting Strategy	C.1.1	Within 10 days of NTP	Approve
Status Reports- Transition Activities	C.1.1	Submit weekly to DOE	Review
Graded Approach for Implementation of Task Order Requirements	C.1.1	Within 60 days of NTP	Approve
Declaration of Readiness to Execute Task Order	C.1.1	Within 60 days of NTP	Approve
List of Material Differences and Pre-existing Conditions	C.1.1	Prior to end of Task Order Transition	Approve
Closeout Activities Plan	C.1.2	60 days prior to Task Order expiration	Approve
Task Order Performance Self-Assessment Report	C.2	(Quarterly) Jan.15 <sup>th</sup> , Apr. 15 <sup>th</sup> , Jul. 15 <sup>th</sup> , and Oct. 15th	Review
Monthly Progress Report	C.2.3.2	By the 15th of each month	Review
Schedule for Submission of All Required Plans and Reports	C.2.3.4	Within 30 days of NTP Updated as part of the Monthly Progress Report	Review
Integrated Safety Management System (ISMS) Description	C.2.4	Within 10 days after NTP and when significant changes occur	Approve
Worker Safety and Health Program and annual update	C.2.4.1	Within 30 days after NTP. Consistent with the Performance Measurement Baseline (PMB) and prior to commencement of field work. Annual updates thereafter.	Approve
Report of occupation safety and health information using CAIRS	C.2.4.1	(Quarterly) Jan.15 <sup>th</sup> , Apr. 15 <sup>th</sup> , Jul. 15 <sup>th</sup> , and Oct. 15th	Review
Radiation Protection Program	C.2.4.3	Within 60 days of NTP. Update RPP and submit to DOE whenever a change or an addition to the RPP is made.	Approve
Personnel Dosimetry Program	C.2.4.3	Within 60 days of NTP	Approve
Quality Assurance Program (QAP) plan	C.2.4.4	Within 60 days of NTP Annually updates thereafter	Review
Updated Quality Assurance Program (QAP)	C.2.4.4	90 days prior to the commencement of D&D activities	Approve

Deliverable	Reference	Deliverable Due	DOE Action
Contractors Assurance System (CAS) Description	C.2.4.4	Within 60 days of the NTP	Approve
Environmental Management System	C.2.4.7	Within 90 days of the NTP	Review
Performance Objectives, Measures, and Commitments per 48 CFR 970.5223-1	C.2.4	Annually	Approve
Records Management Program Plan	C.2.4.8	Within 60 days after NTP. Review and submit annually when changes occur.	Approve
Site-Wide File Plan	C.2.4.8	Within 6 months of written NTP. Review and submit annually when changes occur.	Approve
Records Disposition Plan	C.2.4.8	Prior to any record disposition activities	Approve
Essential Records Program Plan and Inventory	C.2.4.8	Annually	Approve
Digitization plans/procedures	C.2.4.8	Within 90 days NTP	Approve
List of Electronic Information Systems	C.2.4.8 Annually		Information
Records Request	C.2.4.8	As requested	Review
Electronic Information System	C.2.4.8	Annually	Information
Environmental Impact Statement (EIS) Administrative Record	C.2.4.8	No later than 30 days after DOE approval of the ROD	Approve
Final Monthly Progress Report and Final Task Order Administrative Actions	C.2.4.8	45 days after project completion	Approve

Deliverable	Reference	Deliverable Due	DOE Action	
Task Order-specific Emergency Management Plan	C.2.8	Within 60 days of the NTP	Approve	
Emergency Planning Hazard Surveys and, if applicable, Emergency Planning Hazard Assessments	C.2.8	Within 60 days of NTP	Approve	
Emergency Readiness Assurance Plan (ERAP)	C.2.8	Annually by September 30th	Approve	
Continuity of Operations Plan	C.2.8	Within 60 days of the NTP	Approve	
Site-Wide Biological Assessment	C.2.10	Annually	Approve	
Stakeholder Involvement Plan	C.2.11	Within 60 days of the NTP	Approve	
Radiation and Contamination Surveys	C.3.1.1	(Quarterly) Jan.15th, Apr. 15th, Jul. 15th, and Oct. 15th	Review	
Annual Site Environmental Report (ASER)	C.3.1.1	Annually by December 31st	Approve	
Updated Sampling Results Reports	C.3.1.1	(Quarterly) Jan.15th, Apr. 15th, Jul. 15th, and Oct. 15 <sup>th</sup> and Annually	Review	
Groundwater Sampling Work Plans	C.3.1.2	Within 90 days of NTP	Approve	
Field Sampling Plan	C.3.1.2	Within 90 days of NTP	Approve	
Conceptual Work Plan	C.3.1.3	Within 90 days after NTP	Approve	
Draft technical report of the data from the treatment system evaluating system operation	C.3.1.3	Within 90 days after NTP	Review	
Groundwater RFI Program	C.3.1.4	Once	Approve	

Deliverable	Reference	Deliverable Due	DOE Action	
Gap Analysis Report and Work Plan	C.3.1.4	Within 90 days after NTP	Approve	
Groundwater RFI FSAP	C.3.1.4	Within 60 days of NTP and updated within 90 days after NTP	Approve	
Groundwater RFI Report	C.3.1.4	Within 60 days after approval of Groundwater RFI FSAP	Approve	
Groundwater Corrective Measures Study (CMS)	C.3.1.4	Within 60 days after receiving approval for the RFI Report	Review	
Groundwater Corrective Measures Implementation Plan (CMIP)	C.3.1.4	Within 60 days after receiving approval for the RFI Report	Approve	
Annual Groundwater Reports	C.3.3.1	Two Annually	Review	
Groundwater Samples Data Reports	C.3.3.1	(Quarterly) Jan.15 <sup>th</sup> , Apr. 15 <sup>th</sup> , Jul. 15 <sup>th</sup> , and Oct. 15th	Review	
Soil Remedial Action Implementation Plans	C.3.3.3	Within 30 days of DTSC approval of the CDSR	Approve	
Safety Assessments	C.3.4.2	(Quarterly) Jan.15th, Apr. 15th, Jul. 15th, and Oct. 15th	Review	
D&D Plan	C.3.4.5	90 days prior to commencement of D&D activities	Approve	
D&D Post-Demolition Report			Review	
Waste Management Plan	C.3.5	No less than 120 days prior to shipment of any non-D&D waste	Approve	
		90 days prior to commencement of D&D activities		

			DOE Action
Deliverable	Reference	Deliverable Due	DOE Action
Waste Profile of the waste disposal facility	C.3.5	No less than 120 days prior to shipment of any waste	Review
Organizational Conflict of Interest Management Plan	Section H, DOE-H-2035 Organizational Conflict of Interest Management Plan (Oct 2014) (Revised)	Within 15 days after NTP	Approve
Diversity Plan	Section H, DOE-H-2046 Diversity Program (Oct 2014)	Within 30 days after NTP	Approve
Conference Management Request Forms and Conference Management Reports	Section H, DOE-H-2068 Conference Management (Oct 2014)	90 days prior to attendance for each conference request (120 days prior if hosting); no later than 10 days following the conference for reporting conference actual costs unless otherwise specified	Review
Annual Fire Protection Summary Information	C.2.4.7	Annually, by April 30	Review
Environmental Management System internal audit and Environmental Sustainability Plan	C.2.4.6	As required and annually	Approve
Certified data for regulatory reporting	C.2.4.6	As required by regulatory document	Approve
EMS Internal Audit	DOE O 436.1	Annually	Approve
CONTRACTO	OR HUMAN RESOURCE MAN	NAGEMENT DELIVERABLI	
Workforce Transition Plan	Section H, Workforce Transition and Benefits Transition: Plans and Timeframes	Draft – Within 10 days after NTP Final – Within 15 days after NTP	Approve
Communication Plan	Section H, Workforce Transition and Benefits Transition: Plans and Timeframes	Draft – Within 10 days after NTP Final – Within 15 days after NTP	Approve
Benefits Transition Plan	Section H, Workforce Transition and Benefits Transition: Plans and Timeframes	Draft – Within 15 days of NTP Final – Within 30 days of NTP	Approve
Preference in Hiring Reports	Section H, Workforce Transition and Employee Hiring Preferences Including Through Period of Performance	Weekly during Transition period; then upon CO request	Information

Deliverable	Reference	Deliverable Due	DOE Action	
Contractor Employee Compensation Plan	Section H, DOE-H-2001 Employee Compensation: Pay and Benefits	Within 20 days after NTP but no later than the end of Transition and upon revisions	Approve	
Top Contractor Official and Key Personnel Salaries	Section H, DOE-H-2001 Employee Compensation: Pay and Benefits	Within 10 day safter NTP and prior to any salary change per H.4	Approve	
Compensation Increase Plan	Section H, DOE-H-2001 Employee Compensation: Pay and Benefits	Annually 30 days prior to start of salary plan year	Approve	
Salary-Wage Increase Expenditure Report	Section H, DOE-H-2001 Employee Compensation: Pay and Benefits	Section H, DOE-H-2001 Employee Compensation: Pay and Benefits	Information	
Compensation CAP Report	Acquisition Letter 2014-07	Annually by Jan. 31	Information	
Variable Pay Programs/Incentives/ Bonuses	Section H, DOE-H-2001 Employee Compensation: Pay and Benefits	Prior to implementation and upon revision	Approve	
Project Labor Agreement – Bargaining Parameters	Section H, DOE-H-2028 Labor Relations	60-90 days prior to entering negotiations	Approve	
Requests for Labor Standard Determinations	Section H, Labor Standards	Prior to start up	Review	
Standard Form 98 (e98), Notice of Intention to Make a Service Contract and Response Notice	Section H, Labor Standards	Prior to award of consent package	Review	
Workplace Substance Abuse Plan	Vorkplace Substance Abuse DOE O 350.1, Chg 7		Approve	
Employee Assistance Program Implementation Plan	DOE O 350.1, Chg 7	Within 30 days after NTP and when revised	Approve	
Workplace Substance Abuse Program Reports	DOE O 350.1, Chg 7	Semi-annually	Review	

## **Government Furnished Services/Items (GFS/I)**

GFS/I are not applicable for the performance of this Task Order.

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# **SECTION J - ATTACHMENT J-6**

# **Pricing Schedule**

Not applicable for this Task Order.

## Listing of Facilities for D&D scope

The descriptions provided in Section J- Attachment J-7 are intended solely to provide a general overview of the condition of the buildings. The Contractor is fully responsible for independently determining the condition and contents of each building for developing a price proposal and ensuring the successful performance of the PWS activities. As a part of the D&D footprint, the utilities associated with the building footprint should be considered a part of the footprint that will be demolished.

Building No.	Description	Facility Type			Radiological		Approximate	
			Туре	Facility Classification	Facility	Considerations	Footprint (ft2)	Has Power
	aste Management		1F) Complex					
4029	Hazardous Materials Storage	Slab		Ready for Clean Closure	nNo	Removal of entire foundation	800	No
4133	Hazardous Materials Storage	Slab		Ready for Clean Closure	No	Removal of entire footprint fence to fence	441	No
						Includes removal of entire foundation (slab, asphalt)		
Former ETEC	HQ and LMDL-							
4038	Former ETEC HQ	Slab		Ready for Clean Closure	nNo	Includes removal of entire foundation	15,297	No
4057	LMDL-2	Slab		Ready for Clean Closure	nNo	Includes removal of entire foundation	7,210	No
						Includes the area between building 4057 and 4038 and back to the road.		
	nmental Test Faci							
4019	SNAP Environmental Test Facility (SETF)	Slab and Vault	Concrete vault & foundation	Formerly Radiological; Declared Free of Contamination	No f	Includes removal of entire foundation  - Includes removal to the road in front and in the back to the bushes and to	16,402	No
						the fences on both sides in back		

Building No.	Description	Facility Type	Construction	Current	Radiological	D&D Scope	Approximate	Currently
, o			Туре	Facility	Facility			Has Power
1001	gar n			Classification			(ft2)	
4024	SNAP	Below grade	Temporary	Radiological	Yes	Includes removal of	,	Yes
	Environmental	basement of	waterproof roof and			temporary roofing,		(Generator power for
	Test Facility (SETF) –	the previous reactor test	entry. Below			subgrade structure, and entire foundation		power for pumping
	(SEIF)-	facility	grade nuclear			entire foundation		vault and
		lacility	reactor test					lighting.)
			vaults			Includes removal		iigiitiiig.)
			constructed			all the way to the road in front and to		
			of aluminum-			the edge of the		
			clad, borated			asphalt in back		
			concrete.			aspirant in back		
	terials Handling		IF)	1	1	T	ı	
RMHF Yard	Asphalt	Asphalt		Radiological	Yes	Includes removal of		
Asphalt						entire RMHF		
						asphalt area from		
						fence line to fence line and other slabs		
						and vaults as		
						described below.		
						described below.		
						T.T. 11'' 1 1		
						Utilities already		
						physically isolated outside RMHF		
						perimeter		
						perimeter		
4021	Radioactive	Slab with		Radiological	Yes	Includes removal of	3.025	No
	Materials	asphalt and				entire foundation,	,,,,,	
	Handling	concrete block				asphalt, and		
		shielding				shielding materials		
						Includes concrete		
						slab between 4021		
						and 4022.		
						All RMHF and		
						associated		
						buildings removed		
						from fence line to		
4022	D 11	G 1 1	T.	D 1: 1 : 1	X.7	fence line.	4.002	N.T.
4022	Radioactive	Seven below-	Temporary	Radiological	Yes	Includes removal of	4,093	No
	Materials	grade vaults	waterproof roof to divert			seven individual		
	Handling & Storage	with covers and	water from			below-grade storage vaults, all		
	Siorage	access/egress	below-grade			vault covers,		
		panels	vaults			temporary roof, and		
		Parieto				entire foundation.		
102.1	- or	at 1		D 11 1 1 1			(50	
4034	Office	Slab		Radiological	Yes	Includes removal of entire foundation	653	No
						entire foundation		
				j				

Building No.	Description	Facility Type	Construction Type	Current Facility Classification	Radiologica Facility	D&D Scope Considerations	Approximate Footprint (ft2)	Currently Has Power
4044	Office	Slab		Radiological	Yes	Includes removal of entire foundation	800	No
4075	Radioactive Materials Storage	Slab		Radiological	Yes	Includes removal of entire foundation	2,207	No
4563	Covered Open Storage Area	Storage Area		Radiological	Yes	Includes removal of entire foundation	1000	No
4621	Radioactive Materials Storage	Slab		Radiological	Yes	Includes removal of entire foundation	640	No
4665	General Storage	Storage Area		Radiological	Yes	Includes removal of entire foundation	£480	No
4658	Guard Shack	Slab		Radiological	Yes	Includes removal of entire foundation	100	No
4688	Shed	Slab		Radiological	Yes	Includes removal of entire foundation	600	No
4663	Slab	Slab		Radiological	Yes	Includes removal of entire foundation	750	No