

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 88
2. AMENDMENT/MODIFICATION NO. P00002	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY EM -Environmental Mgmt Con Bus Ctr EMCBC U.S. Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202	CODE 893033	7. ADMINISTERED BY (if other than Item 6) EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202	CODE 03001
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Energysolutions, LLC Attn: Johnny Bowne 299 South Main St Ste 1700 SALT LAKE CITY UT 84111		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 183786607 FACILITY CODE			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 89303318DEM000005
			10B. DATED (SEE ITEM 13) 04/12/2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 41 USC 253(c)(1) / FAR 6.302-1, Only one responsible source
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: 183786607
UEI: KM9SQU5P4ZZ4

Modification P00002 Extends the IDIQ Ordering Window through April 11, 2028.

Payment:

OR for EMCBC

U.S. Department of Energy

Oak Ridge Financial Service Center


P.O. Box 6017

Oak Ridge TN 37831

Period of Performance: 04/12/2018 to 04/11/2028

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Johnny Bowne		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ian R. Rexroad	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 3/16/2023	16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)	16C. DATE SIGNED

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
89303318DEM000005/P00002

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NAME OF OFFEROR OR CONTRACTOR
Energysolutions, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	Change Item 00001 to read as follows (amount shown is the total amount): Low-Level and/or Mixed Low-Level waste disposal				120,000,000.00

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

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 or any task order as being furnished by the Government, Ordering Activity/Waste Generator, or other entity) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, *Performance Work Statement*. The Contractor shall receive orders to accomplish the tasks for the period stipulated in the task order. All work under this contract shall be performed under task orders issued and authorized as detailed in Subsection H.3, *DOE-H-2032 ORDERING UNDER A MULTIPLE AWARD CONTRACT (OCT 2014)*.

B.2 TYPE OF CONTRACT

This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract under which Firm-Fixed-Price task orders will be issued based on the fixed unit prices of the Contract Line Item Numbers (CLINs) specified in Subsection B.5 below, with economic price adjustments in accordance with Subsection H.13, *ECONOMIC PRICE ADJUSTMENT – TAXES AND FEES*.

B.3 MINIMUM/MAXIMUM QUANTITIES

- a. The minimum value to be ordered under this contract is \$25,000.00 (25 thousand). (See Subsection I.35, *FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)*.) The minimum value may be ordered under one or more task orders and through one or more CLIN(s) at any time during the five-year ordering period.
- b. In accordance with Subsection I.35, the maximum value which may be ordered under this contract is \$120,000,000.00 (120 million) for all CLIN(s). This maximum value includes orders issued by Department of Energy (DOE) offices (including the National Nuclear Security Administration, Laboratories, and Project Offices) and orders issued by any Authorized User, *see* Subsection H.4.
- c. The minimum and maximum specified in paragraphs (a) and (b) of this subsection apply to all CLINs combined—not to any individual CLIN—and are applicable to the entire period of contract performance—not an individual year.

B.4 FUNDING

The total amount of funds allotted to the contract for work under task orders will be obligated to task orders issued under this contract. No funds will be obligated to this contract directly.

B.5 CONTRACT LINE ITEMS

The Contractor shall provide the following waste disposal services as specified in task orders to be issued under this IDIQ contract at the fixed unit prices specified in the price schedules below. These fixed unit prices shall encompass all activities associated with disposal of the listed waste (plus the listed surcharges and/or ancillary services charges, if applicable) as described in Section C. Work performed in furtherance of this contract for which a price is not listed below shall be performed at no cost to the government.

Low-Level Waste & Mixed Low-Level Waste Disposal
 EnergySolutions, LLC
 Contract #: 89303318DEM000005
 Conformed through Modification P00002

CLIN #	Schedule of Services	Est. Quantity	Unit of Measure	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7	Unit Price Year 8	Unit Price Year 9	Unit Price Year 10
	Class A LLW												
1001	Baseline soil disposal rate: bulk in lined railcar	3,000	yd ³	\$204.85	\$210.99	\$217.32	\$223.84	\$230.56	\$237.48	\$244.60	\$251.94	\$259.50	\$267.28
	Surcharges												
	Intermodal by railcar		yd ³	\$19.08	\$19.65	\$20.24	\$20.85	\$21.47	\$22.11	\$22.78	\$23.46	\$24.16	\$24.89
	Soft side bags by railcar		yd ³	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
1002	Baseline soil disposal rate: bulk in lined truck	2,000	yd ³	\$227.61	\$234.44	\$241.47	\$248.72	\$256.18	\$263.87	\$271.78	\$279.93	\$288.33	\$296.98
	Surcharges												
	Intermodal by truck		yd ³	\$19.08	\$19.65	\$20.24	\$20.85	\$21.47	\$22.11	\$22.78	\$23.46	\$24.16	\$24.89
	Soft side bags by truck		yd ³	\$19.08	\$19.65	\$20.24	\$20.85	\$21.47	\$22.11	\$22.78	\$23.46	\$24.16	\$24.89
	Truck rolloff containers		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	B-12 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	B-16 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	B-25 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Drums by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Other containers by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
1003	Baseline debris disposal rate: bulk in lined railcar	4,000	yd ³	\$533.94	\$549.96	\$566.46	\$583.45	\$600.96	\$618.99	\$637.56	\$656.69	\$676.39	\$696.68
	Surcharges												
	Intermodal by railcar		yd ³	\$19.08	\$19.65	\$20.24	\$20.85	\$21.47	\$22.11	\$22.78	\$23.46	\$24.16	\$24.89
	Oversize		yd ³	\$223.44	\$230.14	\$237.05	\$244.16	\$251.48	\$259.02	\$266.80	\$274.80	\$283.04	\$291.53

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	Large components		yd ³	\$1,710.37	\$1,761.68	\$1,814.53	\$1,868.96	\$1,925.03	\$1,982.78	\$2,042.26	\$2,103.53	\$2,166.64	\$2,231.64
1004	Baseline debris disposal rate: bulk in lined truck	10,000	yd ³	\$612.63	\$631.01	\$649.94	\$669.44	\$689.52	\$710.21	\$731.51	\$753.46	\$776.06	\$799.34
	Surcharges												
	Intermodal by truck		yd ³	\$19.08	\$19.65	\$20.24	\$20.85	\$21.47	\$22.11	\$22.78	\$23.46	\$24.16	\$24.89
	Soft side bags by truck		yd ³	\$19.08	\$19.65	\$20.24	\$20.85	\$21.47	\$22.11	\$22.78	\$23.46	\$24.16	\$24.89
	Truck rolloff containers		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	B-12 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	B-16 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	B-25 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Drums by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Other containers by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Oversize		yd ³	\$223.44	\$230.14	\$237.05	\$244.16	\$251.48	\$259.02	\$266.80	\$274.80	\$283.04	\$291.53
	Large components		yd ³	\$1,710.37	\$1,761.68	\$1,814.53	\$1,868.96	\$1,925.03	\$1,982.78	\$2,042.26	\$2,103.53	\$2,166.64	\$2,231.64
1005	Baseline depleted uranium converted product disposal rate: Cylinders delivered by railcar	2,000	yd ³	\$2,244.31	\$2,311.64	\$2,380.99	\$2,452.42	\$2,525.99	\$2,601.77	\$2,679.82	\$2,760.22	\$2,843.02	\$2,928.31
1006	Baseline depleted uranium converted product disposal rate: Cylinders delivered by truck	2,000	yd ³	\$2,323.00	\$2,392.69	\$2,464.47	\$2,538.40	\$2,614.55	\$2,692.99	\$2,773.78	\$2,856.99	\$2,942.70	\$3,030.98

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	Class B LLW												
2001	Baseline soil disposal rate: container by truck	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	Intermodal by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-12 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-16 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-25 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Drums by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2002	Baseline soil disposal rate: container in railcar	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	B-12 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-16 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-25 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Intermodal by railcar		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2003	Baseline debris disposal rate: container by truck	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	Intermodal by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-12 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-16 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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	B-25 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Drums by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Oversize		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large components		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
2004	Baseline debris disposal rate: container in railcar	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	B-12 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-16 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-25 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Intermodal by railcar		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Oversize		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large components		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Class C LLW												
3001	Baseline soil disposal rate: container by truck	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	Intermodal by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-12 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-16 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-25 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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	Drums by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3002	Baseline soil disposal rate: container in railcar	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	B-12 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-16 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-25 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Intermodal by railcar		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3003	Baseline debris disposal rate: container by truck	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	Intermodal by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-12 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-16 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-25 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Drums by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Oversize		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large components		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
3004	Baseline debris disposal rate: container in railcar	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	B-12 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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	B-16 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-25 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Intermodal by railcar		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Oversize		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large components		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Class A MLLW												
4001	Baseline soil disposal rate: Intermodal by railcar	50	yd ³	\$1,176.90	\$1,212.21	\$1,248.57	\$1,286.03	\$1,324.61	\$1,364.35	\$1,405.28	\$1,447.44	\$1,490.86	\$1,535.59
	Surcharges												
	Other containers by railcar		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Soft side bags by railcar		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
4002	Baseline soil disposal rate: Intermodal by truck	150	yd ³	\$1,255.59	\$1,293.25	\$1,332.05	\$1,372.01	\$1,413.17	\$1,455.57	\$1,499.23	\$1,544.21	\$1,590.54	\$1,638.25
	Surcharges												
	B-12 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	B-16 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	B-25 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Drums by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Other containers by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Soft side bags by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55

Low-Level Waste & Mixed Low-Level Waste Disposal
 EnergySolutions, LLC
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 Conformed through Modification P00002

CLIN #	Schedule of Services	Est. Quantity	Unit of Measure	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7	Unit Price Year 8	Unit Price Year 9	Unit Price Year 10
4003	Baseline debris disposal rate: Intermodal by railcar	50	yd ³	\$1,451.04	\$1,494.58	\$1,539.41	\$1,585.59	\$1,633.16	\$1,682.15	\$1,732.62	\$1,784.60	\$1,838.14	\$1,893.28
	Surcharges												
	Other containers by railcar		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Oversize		yd ³	\$754.39	\$777.02	\$800.34	\$824.35	\$849.08	\$874.55	\$900.79	\$927.81	\$955.65	\$984.32
	Large components		yd ³	\$1,710.37	\$1,761.68	\$1,814.53	\$1,868.96	\$1,925.03	\$1,982.78	\$2,042.26	\$2,103.53	\$2,166.64	\$2,231.64
4004	Baseline debris disposal rate: Intermodal by truck	3,000	yd ³	\$1,451.04	\$1,494.58	\$1,539.41	\$1,585.59	\$1,633.16	\$1,682.15	\$1,732.62	\$1,784.60	\$1,838.14	\$1,893.28
	Surcharges												
	B-12 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	B-16 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	B-25 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Drums by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Other containers by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Oversize		yd ³	\$754.39	\$777.02	\$800.34	\$824.35	\$849.08	\$874.55	\$900.79	\$927.81	\$955.65	\$984.32
	Large components		yd ³	\$1,710.37	\$1,761.68	\$1,814.53	\$1,868.96	\$1,925.03	\$1,982.78	\$2,042.26	\$2,103.53	\$2,166.64	\$2,231.64
	Class B MLLW												
5001	Baseline soil disposal rate: container by truck	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	Intermodal by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-12 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-16 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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CLIN #	Schedule of Services	Est. Quantity	Unit of Measure	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7	Unit Price Year 8	Unit Price Year 9	Unit Price Year 10
	B-25 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Drums by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Soft side bags by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5002	Baseline soil disposal rate: container by railcar	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	B-12 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-16 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-25 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Intermodal by railcar		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Soft side bags by railcar		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
5003	Baseline debris disposal rate: container by truck	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	Intermodal by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-12 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-16 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-25 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Drums by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Oversize		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large components		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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CLIN #	Schedule of Services	Est. Quantity	Unit of Measure	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7	Unit Price Year 8	Unit Price Year 9	Unit Price Year 10
5004	Baseline debris disposal rate: container by railcar	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	B-12 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-16 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-25 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Intermodal by railcar		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Oversize		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large components		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Class C MLLW												
6001	Baseline soil disposal rate: container by truck	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	Intermodal by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-12 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-16 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-25 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Drums by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Soft side bags by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

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CLIN #	Schedule of Services	Est. Quantity	Unit of Measure	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7	Unit Price Year 8	Unit Price Year 9	Unit Price Year 10
6002	Baseline soil disposal rate: container by railcar	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	B-12 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-16 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-25 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Intermodal by railcar		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Soft side bags by railcar		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6003	Baseline debris disposal rate: container by truck	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	Intermodal by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-12 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-16 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-25 containers (or equivalent) by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Drums by truck		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Oversize		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large components		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
6004	Baseline debris disposal rate: container by railcar	10	yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Surcharges												
	B-12 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A

Low-Level Waste & Mixed Low-Level Waste Disposal
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CLIN #	Schedule of Services	Est. Quantity	Unit of Measure	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7	Unit Price Year 8	Unit Price Year 9	Unit Price Year 10
	B-16 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	B-25 containers (or equivalent) by rail		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Intermodal by railcar		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Oversize		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Large components		yd ³	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	11c.(2) byproduct material												
7001	Baseline disposal rate: container by railcar	10	yd ³	\$246.69	\$254.09	\$261.71	\$269.56	\$277.65	\$285.98	\$294.56	\$303.40	\$312.50	\$321.87
7002	Baseline disposal rate: container by truck	10	yd ³	\$246.69	\$254.09	\$261.71	\$269.56	\$277.65	\$285.98	\$294.56	\$303.40	\$312.50	\$321.87
	TENORM												
8001	Baseline soil disposal rate: bulk in lined railcar	10	yd ³	\$158.29	\$163.04	\$167.93	\$172.97	\$178.16	\$183.50	\$189.01	\$194.68	\$200.52	\$206.54
	Surcharges												
	Intermodal by railcar		yd ³	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
8002	Baseline soil disposal rate: bulk in lined truck	10	yd ³	\$227.61	\$234.44	\$241.47	\$248.72	\$256.18	\$263.87	\$271.78	\$279.93	\$288.33	\$296.98
	Surcharges												
	Intermodal by truck		yd ³	\$19.08	\$19.65	\$20.24	\$20.85	\$21.47	\$22.11	\$22.78	\$23.46	\$24.16	\$24.89
	Soft side bags by truck		yd ³	\$19.08	\$19.65	\$20.24	\$20.85	\$21.47	\$22.11	\$22.78	\$23.46	\$24.16	\$24.89
	Truck rolloff containers		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	B-12 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	B-16 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55

Low-Level Waste & Mixed Low-Level Waste Disposal
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CLIN #	Schedule of Services	Est. Quantity	Unit of Measure	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7	Unit Price Year 8	Unit Price Year 9	Unit Price Year 10
	B-25 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Drums by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Other containers by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
8003	Baseline debris disposal rate: bulk in lined railcar	10	yd ³	\$533.94	\$549.96	\$566.46	\$583.45	\$600.96	\$618.99	\$637.56	\$656.69	\$676.39	\$696.68
	Surcharges												
	Intermodal by railcar		yd ³	\$19.08	\$19.65	\$20.24	\$20.85	\$21.47	\$22.11	\$22.78	\$23.46	\$24.16	\$24.89
	Oversize		yd ³	\$223.44	\$230.14	\$237.05	\$244.16	\$251.48	\$259.02	\$266.80	\$274.80	\$283.04	\$291.53
	Large components		yd ³	\$1,710.37	\$1,761.68	\$1,814.53	\$1,868.96	\$1,925.03	\$1,982.78	\$2,042.26	\$2,103.53	\$2,166.64	\$2,231.64
8004	Baseline debris disposal rate: bulk in lined truck	10	yd ³	\$612.63	\$631.01	\$649.94	\$669.44	\$689.52	\$710.21	\$731.51	\$753.46	\$776.06	\$799.34
	Surcharges												
	Intermodal by truck		yd ³	\$19.08	\$19.65	\$20.24	\$20.85	\$21.47	\$22.11	\$22.78	\$23.46	\$24.16	\$24.89
	Soft side bags by truck		yd ³	\$19.08	\$19.65	\$20.24	\$20.85	\$21.47	\$22.11	\$22.78	\$23.46	\$24.16	\$24.89
	Truck rolloff containers		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	B-12 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	B-16 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	B-25 containers (or equivalent) by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Drums by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Other containers by truck		yd ³	\$34.14	\$35.17	\$36.22	\$37.31	\$38.43	\$39.58	\$40.77	\$41.99	\$43.25	\$44.55
	Oversize		yd ³	\$223.44	\$230.14	\$237.05	\$244.16	\$251.48	\$259.02	\$266.80	\$274.80	\$283.04	\$291.53
	Large components		yd ³	\$1,710.37	\$1,761.68	\$1,814.53	\$1,868.96	\$1,925.03	\$1,982.78	\$2,042.26	\$2,103.53	\$2,166.64	\$2,231.64

Low-Level Waste & Mixed Low-Level Waste Disposal
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CLIN #	Schedule of Services	Est. Quantity	Unit of Measure	Unit Price Year 1	Unit Price Year 2	Unit Price Year 3	Unit Price Year 4	Unit Price Year 5	Unit Price Year 6	Unit Price Year 7	Unit Price Year 8	Unit Price Year 9	Unit Price Year 10
	Sealed Sources												
9001	Disposal of sealed sources/special form non-leaking	10	Persourceper55-galdrum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
9002	Disposal of sealed sources/special form failed or leaking	10	Persourceper55-galdrum	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
	Ancillary Services												
10001	High Dose rate, >100 mrem/hr @ 30 centimeters from waste package	100	yd ³	\$1,659.83	\$1,709.62	\$1,760.91	\$1,813.74	\$1,868.15	\$1,924.19	\$1,981.92	\$2,041.38	\$2,102.62	\$2,165.70
10002	Very high Dose rate, >1 rem/hr @ 30 centimeters from waste package	10	yd ³	\$4,901.19	\$5,048.23	\$5,199.67	\$5,355.66	\$5,516.33	\$5,681.82	\$5,852.27	\$6,027.84	\$6,208.68	\$6,394.94
10003	High moisture content	1,000	yd ³	\$713.14	\$734.53	\$756.57	\$779.27	\$802.64	\$826.72	\$851.52	\$877.07	\$903.38	\$930.48

Year	Applies to task orders awarded from
1	12 April 2018 to 11 April 2019
2	12 April 2019 to 11 April 2020
3	12 April 2020 to 11 April 2021
4	12 April 2021 to 11 April 2022
5	12 April 2022 to 11 April 2023
6	12 April 2023 to 11 April 2024
7	12 April 2024 to 11 April 2025
8	12 April 2025 to 11 April 2026
9	12 April 2026 to 11 April 2027
10	12 April 2027 to 11 April 2028

Price Schedule Notes:

1. The quantities provided are estimates only. The Government may order more or less per year than the estimated quantities stated above, consistent with the contract's minimum and maximum values. There is no guarantee that orders will be placed (other than one or more orders to satisfy the specified minimum value).
2. For a task order to be awarded with Ancillary Services (CLINs 10001 to 10003), the order must also include one or more of the disposal CLINs (1001 to 9002). Stand-alone awards for Ancillary Services will not be made.
3. Waste volume is measured as follows:
 - a. For containerized waste (which is waste disposed along with its container), the volume will be defined by the outside dimensions of the container
 - b. Waste that is emptied from containers before the waste is disposed (e.g. from Sealand containers, Intermodals, Conex containers, etc.) will be measured at 80% of the nominal container capacity.
 - c. Oversize debris and large components that cannot fit into shipping containers shall be measured according to the projected "boxed-in" volume of the concrete/grout forms that are used to dispose of the items and components.
 - d. A "B-16" container has a nominal volume of 64 cubic feet and three stacked B-16 containers have the same dimensions as two stacked B-25 containers.
 - e. An "equivalent" to a B-12, B-16, or B-25 container has the same or smaller volume (because of shape or dimensions) and fits into the same dimensional envelope of the container it references. An assembly of containers that are able to be handled as a unit and fit within the dimensional envelope of a B-12, B-16, or B-25 container is also an equivalent container. The equivalent container shall be measured and priced identically to its reference container. The use of an equivalent container instead of another configuration is at the Government's discretion.
 - f. The Contractor need not honor the B-12 container price for containers which are in such a condition that two stacked B-12 containers will exceed the dimensions of a B-25 container.
4. A 15 percent discount will apply to CLINs 1001 or 1003 fixed unit rates for specific projects identified by the DOE Ordering Activity/Waste Generator that exceed a total volume of 2,500 cubic yards of Class A LLW soil or debris and are shipped via gondola railcars within a 12-month period to the Clive disposal facility.
5. Large components are defined as single items of debris that exceed dimensions of 8'x8'x20' and/or 20,000 pounds by weight. Large components surcharge pricing applies to any single item exceeding 20,000 lbs. Any single item weighing over 100,000 lbs. will incur a surcharge of \$1.79 per pound in addition to the large component surcharge above.

6. Oversize debris is defined as debris which has at least one dimension greater than 12 feet and/or does not have one dimension less than 10 inches.
7. When CLIN 10002 is applied for any shipment including waste containers whose external gamma radiation at the surface exceeds 200 R/hr, a minimum billable volume of 3 cubic yards per shipment shall be applicable to the CLIN 10002 charges.
8. For CLINs 1005 and 1006, the fixed unit rates apply to shipments containing depleted uranium manifested at concentrations greater than 18,000 pCi/g. The fixed unit rate pricing is subject to any additional conditions affecting disposal costs that may be imposed by the Utah DWMRC upon final license approval incorporating authorization for disposal of depleted uranium.
9. Fixed unit rates include surveying and returning conveyances and bulk containers to the "exclusive use" standard as specified in the RFP.
10. Containers having an inner volume less than 500 ft³ are considered disposable containers and will not be returned to the Ordering Activity/Waste Generator unless specifically approved in writing by both parties.

PART I – THE SCHEDULE

SECTION C – DOE-C-2002 PERFORMANCE WORK STATEMENT (PWS) (OCT 2014)

C.1 OFFICE OF ENVIRONMENTAL MANAGEMENT

Established in 1989, the Department of Energy (DOE) Office of Environmental Management (EM) is charged with addressing the environmental legacy of over 50 years of nuclear weapons production and government-sponsored research. In the performance of this contract, the Contractor shall support and implement activities requiring transport and disposal, in a safe and cost-effective manner, of low-level waste (LLW), mixed low-level waste (MLLW), 11e.(2) byproduct material, technologically-enhanced naturally-occurring radioactive material (TENORM), and sealed sources. This disposal contract and the task orders issued under it serve a key role in supporting the EM cleanup mission through disposal actions and ancillary services (e.g., waste storage and support in establishing authorized release limits), as requested.

C.2 SCOPE

The Contractor shall provide all necessary facilities, equipment, personnel, materials, supplies, and services—and shall secure and maintain all necessary permits and licenses—in order to perform the services and prepare the deliverables as required by this Performance Work Statement (PWS). These tasks include, but are not limited to, taking title to and disposing of the wastes and waste residuals delivered to the Contractor by DOE and other entities authorized to issue task orders under this contract; sampling and analysis of waste and waste residuals; preparing various instruments of conveyance (trucks, containers, and railcars) for return to the Ordering Activity/Waste Generator; and recording and reporting data relative to performance under the contract.

All activities associated with waste disposal hereunder shall be in accordance with all applicable Federal, State, and local statutes and regulations. Wastes to be disposed of under the contract will be packaged and transported in accordance with applicable laws and regulations by DOE or its contractors. All waste to be disposed of under the contract will be characterized prior to shipment for compliance with the Waste Acceptance Criteria (WAC) of the Contractor. The Contractor shall provide all deliverables to DOE in accordance with Subsection J.4, *List of Deliverables*. These deliverables shall not be separately priced.

Ordering Activity/Waste Generator means the Government entity or other Authorized User of this Contract intending to acquire disposal services in accordance with this Contract's terms and conditions.

C.3 WASTE DESCRIPTION

The U.S. Nuclear Regulatory Commission (NRC) regulations (Title 10, Code of Federal Regulations (CFR), Part 61), classifies LLW based on potential hazards and requirements for

disposal and waste form. The types of waste to be disposed under this contract are defined as follows:

- Low-Level Waste (LLW) means radioactive waste that is not: high-level radioactive waste, spent nuclear fuel, transuranic waste, 11e.(2) byproduct material, or naturally occurring radioactive material [Adapted from: Nuclear Waste Policy Act of 1982, section 2(16)].
- Mixed Low-Level Waste (MLLW) means radioactive waste that contains both hazardous waste subject to the Resource Conservation and Recovery Act of 1976 (RCRA) and source, special nuclear, or byproduct material subject to the Atomic Energy Act of 1954 [Adapted from: Federal Facility Compliance Act of 1992 (FFCA), section 1004(41)]. MLLW also includes material contaminated with polychlorinated biphenyls (PCBs), which are regulated under the Toxic Substances Control Act (TSCA).
- 11e.(2) byproduct material means the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content [Source: Atomic Energy Act of 1954, section 11e.(2)].
- Technologically-Enhanced Naturally-Occurring Radioactive Material (TENORM) means any naturally-occurring radioactive materials whose radionuclide concentrations or potential for human exposure have been increased above levels encountered in the natural state by human activities. [Source: DOE Order 458.1, *Radiation Protection of the Public and the Environment*].
- Sealed Source means radioactive material that is permanently bonded or fixed in a capsule or matrix designed to prevent release and dispersal of the radioactive material under the most severe conditions which are likely to be encountered in normal use and handling.

Note: NRC-regulated LLW generally is classified as Class A, Class B, Class C, or Greater-Than-Class C (GTCC) waste. DOE LLW is generally not divided into those classes. However, the classifications are relevant when DOE sends its waste to an NRC- or Agreement State-regulated facility for disposal. Class A waste contains the least radioactivity, most of which comes from relatively short-lived radionuclides, which decay to background levels within a few decades. Class B waste is also relatively short-lived, but contains higher concentrations of short-lived radionuclides than Class A. Class C waste can contain higher concentrations of both short-lived and long-lived radionuclides, while Greater-than-Class-C (GTCC) is higher still.

For purposes of this contract, soils are defined as the natural, unconsolidated earth material composing the surficial strata consisting of clay, silt, sand, and gravel-sized particles with associated indigenous vegetable, mineral, and organic matter. Soils requiring disposal under this contract have been contaminated with various concentrations of radiological, chemical, and organic constituents.

The soil-like LLW may also be co-mingled with varying amounts of debris, including scrap metals, graphite from broken uranium molds, and furnace block. The metal fraction may include,

but is not limited to, pieces of scrap ferrous (e.g., deteriorated drums and cans) and non-ferrous metals, with depleted uranium, ranging in size from chunks to turnings. However, most of the debris is expected to be demolition-type trash, including concrete, stone, gravel, asphalt, metal, wood, paper, plastic impoundment liners, and insulation. Oversize debris may include items such as twisted steel, heavy objects, process equipment, storage tanks, motors, vehicles, and monolith-like items.

For purposes of establishing the pricing category (i.e., soil versus debris) for task orders issued under this contract, the parameters defined in the Contractor's WAC will apply.

C.4 OBJECTIVES

The contract objectives are to provide disposal services, as well as services ancillary to disposal, for:

- (a) Class A LLW,
- (b) Class B LLW,
- (c) Class C LLW,
- (d) Class A MLLW,
- (e) Class B MLLW,
- (f) Class C MLLW,
- (g) 11e.(2) byproduct material,
- (h) TENORM, and
- (i) Sealed Sources.

C.5 REQUIREMENTS

Licenses, Permits, and Regulatory:

1. The Contractor shall furnish all labor, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract and any order as furnished by the Ordering Activity/Waste Generator) and otherwise do all things necessary for the disposal of LLW, MLLW, 11e.(2) byproduct material, TENORM, and Sealed Sources.
2. From the date of contract award through the completion of all task orders issued under this contract, the Contractor shall possess, maintain, and keep current all appropriate licenses and permits as required by Federal, state, and local laws and ordinances that enable receipt, interim storage, and disposal of the wastes described in this PWS (excepting those wastes that the Contractor did not propose to dispose or the Government did not accept the proposal for). All waste shall be disposed of in accordance with applicable laws, regulations, the Contractor's WAC, Land Disposal Restriction treatment standards (MLLW only), and applicable DOE Orders.

3. The Contractor shall be responsible for complying with any Federal, state, and municipal laws, codes, and regulations applicable for the facilities and equipment required to accomplish the applicable scope of work.

Title to Waste:

4. Wastes to be disposed of were generated at Government facilities, or have a nexus under DOE contracts, whereby DOE retained responsibility for the nuclear materials or waste. In this Section, “title” includes legal title, risk of loss, and all other incidents of ownership.
5. Title to the waste arriving at the disposal facility shall remain with the Ordering Activity/Waste Generator until the Contractor examines the waste and determines (1) whether the waste is conforming (see Non-Conforming Waste at paragraphs C.5-43 to -44, below) and (2) whether the waste requires treatment in order to be disposed. If the waste is conforming and does not require treatment, then the Contractor shall accept it for disposal, at which time title to that waste shall—to the extent legally permissible—immediately transfer from Ordering Activity/Waste Generator to the Contractor. These determinations shall be made in a reasonable time after receipt of the waste.
6. *For waste that requires treatment prior to disposal*, the Contractor shall process the waste consistent with the instructions in paragraphs C.5-30 to -32, below, and, upon completion of the necessary treatment, shall accept the waste; title shall then immediately transfer from Ordering Activity/Waste Generator to the Contractor. However, acceptance is not required, and title shall not transfer, if the treatment process is unsuccessful or otherwise does not qualify that waste for final disposal.
For waste that is non-conforming, title to the waste shall not transfer to the Contractor and shall remain with the Ordering Activity/Waste Generator. If the waste is determined to be non-conforming after title has already transferred to the Contractor, then title to the waste shall at that time revert to the Ordering Activity/Waste Generator.

Waste Characterization:

7. The Contractor may be requested to review Sampling and Analysis Plans (SAPs). The SAPs will govern the sampling and analysis of wastes prior to shipment under the contract and will:
 - (a) Include mutually-agreeable procedures for measurement of the physical, chemical, and radiological parameters of the radioactive waste and/or mixed radioactive waste at the Waste Generator site, as necessary, to ensure that the material complies with the Contractor’s WAC and the waste profile prior to shipment to the Contractor; and
 - (b) Be consistent with the Contractor’s license and permit requirements.

SAP reviews shall be completed within 30 days of request.

8. The Contractor, or a certified laboratory agreed upon by the Ordering Activity/Waste Generator, will analyze required samples of the waste to validate acceptability of the waste stream in accordance with the Contractor's WAC. The costs for waste analysis shall be included in the firm fixed-unit prices. All waste residuals generated during the sampling and analysis will be retained by the Contractor or the certified laboratory for disposal at no additional cost to the Ordering Activity/Waste Generator.
9. The Contractor shall review each waste profile delivered by the Ordering Activity/Waste Generator to determine the acceptability of each waste stream for disposal at the Contractor's facility before a task order for disposal shall be issued. The Contractor shall use scientifically-accepted standards and procedures—consistent with its WAC, licenses, and permits—to determine the acceptability of each waste profile submitted by the Waste Generator for disposal at the Contractor's facility. The Contractor shall complete its determination within 30 days after the receipt of a completed waste profile form from the Ordering Activity/Waste Generator. Within ten days after the completion of the determination, the Contractor shall notify the Ordering Activity/Waste Generator of the results in writing. The Contractor's notification shall include the Contractor's determination of whether the waste stream is approved for disposal at the Contractor's facility. If the Contractor determines that a waste stream cannot be disposed of at the Contractor's facility, the notification shall also specify the Contractor's basis for its determination. Notification of approval of a waste stream for disposal by the Contractor does not obligate the Ordering Activity/Waste Generator to issue a task order under the contract.

Transportation:

10. The Ordering Activity/Waste Generator is responsible for the costs of transporting waste.
11. The Contractor shall issue a Notice to Transport to the Ordering Activity/Waste Generator within five days from whichever is the latest to occur of—
 - receiving a task order from the Ordering Activity/Waste Generator;
 - receiving a shipment request and draft manifest from the Ordering Activity/Waste Generator; or
 - transmitting approval of the waste profile to the Ordering Activity/Waste Generator.
12. The Contractor shall provide services to survey vehicles used to transport the wastes to the Contractor's site, to verify whether radioactive contamination has occurred, upon vehicle arrival and before departure in accordance with its Radioactive Material License, 49 CFR – *Transportation*, and DOE requirements and policies. The Contractor shall perform inspections in accordance with U.S. Department of Transportation Regulations in Title 49, CFR (unless otherwise specified in the task order), i.e., inspect upon receipt for damage or loss and evidence of leakage. Radioactive material shipments with external visual damage shall be monitored to ensure that external contamination and radiation levels do not exceed limits in 49 CFR 173.441 and 173.443. Radioactive material shipments without external visual damage shall be inspected for external contamination and radiation levels in

accordance with survey requirements under 10 CFR 835.405, *Occupational Radiation Protection*. The Contractor shall maintain records of all survey results, which shall, upon request, be forwarded to the CO, Designated Contracting Officer (DCO), or the Ordering Activity/Waste Generator shipping the waste. Any vehicle contamination shall be reported to the Ordering Activity/Waste Generator, CO, and DCO within 24 hours of detection for determination of corrective action prior to decontamination and delivery vehicle release. Copies of survey reports shall be automatically forwarded to the Ordering Activity/Waste Generator, CO, and DCO in cases where readings are above the Contractor's Radioactive Material License or Department of Transportation (DOT) release criteria.

13. The Contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider for wastes delivered under this contract. Release of transport conveyances shall be in accordance with DOT standards under 49 CFR 177.843(a) and 49 CFR 174.715(a) and shall be included in the disposal price.
14. The Ordering Activity/Waste Generator shall arrange for transport and delivery of the waste to the disposal facility as follows: (1) in vehicles or rail cars; (2) in bulk; packaged as required by DOT in 49 CFR 173, 174, 178, and 179; other applicable regulations; and as approved by the Contractor in writing before loading and shipment; and (3) in accordance with the Contractor's licenses and the Regulations. All waste will be packaged in accordance with the Regulations, including Title 49 CFR regulations for radioactive material. The Contractor shall have no responsibility for arranging for, scheduling, or transporting the waste.
15. A Uniform Low-Level Radioactive Waste Manifest (Manifest) shall be completed and executed by the Ordering Activity/Waste Generator and delivered to the Contractor for each loaded transport vehicle. The Ordering Activity/Waste Generator shall comply with all applicable regulations regarding shipping papers and, when applicable, the requirements for hazardous waste manifests. Additionally, the Ordering Activity/Waste Generator shall provide to the Contractor a copy of the completed and executed Manifest, a minimum of three (3) days prior to arrival at the disposal facility of the shipment for which the Manifest has been prepared. All waste shipped on an individual Manifest shall be considered a "Shipment" under the terms of this contract.
16. If the Manifest is in error or not properly executed, or if the loaded transport vehicle and/or containers do not conform to the requirements of the Contractor's license or the Regulations, or if they arrive damaged or unusually difficult to unload, then the Contractor shall give notification to the CO/DCO and Ordering Activity/Waste Generator, and advise the CO/DCO and Ordering Activity/Waste Generator of the Contractor's proposed corrective action and an estimate of the costs to correct the problem, if any. The CO/DCO and Ordering Activity/Waste Generator shall, within 2 working days of receipt: (1) direct the Contractor not to proceed with the proposed corrective action, (2) direct an alternative course of conduct, or (3) consent to the Contractor's proposed corrective action. If no response is sent within 2 working days, the Contractor shall proceed with its proposed corrective action, as if the CO/DCO consented, until it receives written consent or

alternative direction. That the transport vehicle and/or containers are located at the disposal facility does not constitute their acceptance by the Contractor.

17. The Contractor shall unload and release transporting vehicles and containers in accordance with contract requirements. If, upon delivery or during unloading, the Contractor determines that the transport vehicles and/or containers are contaminated; leaking; exceed the Contractor's Radioactive Material License or Department of Transportation (DOT) release criteria; are otherwise determined to not be packaged as required by 49 CFR 173; or fail any other requirement, then the Contractor shall notify the CO/DCO and Ordering Activity/Waste Generator in writing and also detail the Contractor's proposed corrective action with an estimate of the costs of such action.

The DCO and Ordering Activity/Waste Generator shall, within 2 working days of receipt: (1) direct the Contractor not to proceed with the proposed corrective action, (2) direct an alternative course of conduct, or (3) consent to the Contractor's proposed corrective action. If no response is sent within 2 working days, the Contractor shall proceed with its proposed corrective action, as if the CO/DCO consented, until it receives written consent or alternative direction. The Ordering Activity/Waste Generator represents and warrants that, prior to shipping to Contractor, all transporting vehicles were free from contamination to at least the "exclusive use" standard, as specified above.

18. The Ordering Activity/Waste Generator acknowledges that the lawful and timely disposal of the waste makes critical the scheduling for delivery of the waste to the disposal facility. The Ordering Activity/Waste Generator, therefore, shall, to the extent practicable, deliver the waste at the disposal facility as scheduled upon approval from the Contractor.
19. Wooden items or items with wood content (e.g. wooden crates, wooden boxes, and wooden pallets) will not be released once they have been inside the Contractor's restricted area. There will be no separate disposal charges for wooden items that are not part of the waste or waste disposal container (e.g. no charge for wooden pallets).

The Ordering Activity/Waste Generator reserves the right to request the return of non-wood empty containers. In this case the, Ordering Activity/Waste Generator will notify the Contractor in writing on or before delivery to the Contractor's facility and the Contractor shall comply with guidance from the Ordering Activity/Waste Generator regarding preparation for return or other disposition of the containers. Title to empty containers and pallets not claimed by the Ordering Activity/Waste Generator transfers to the Contractor upon receipt and may be disposed, reused, or recycled in accordance with applicable laws and regulations at the discretion of the Contractor and at no additional cost to the Government. However, if the containers are reused or released by the Contractor (in accordance with established release limits) to anyone other than a federal agency or federal contractor, all Government markings must be removed and the Government bears no liability for any further use of the containers or pallets. The Contractor shall not charge the Ordering Activity/Waste Generator for any cleaning of—or removal of markings from—

boxes, drums, or containers not returned to the Ordering Activity/Waste Generator under this contract.

20. The Contractor shall unload and prepare shipping vehicles(s) for release within 1 working day after receiving waste in the case of truck delivery. Bulk containers (e.g. Sealand containers, Intermodals, Conex containers, etc.) shall be unloaded and prepared for release within 15 working days of receipt, except for the first shipment of a non-debris profile.

Receipt of Waste:

21. The Contractor shall receive the waste in accordance with its WAC and DOT requirements. The waste to be received and disposed of under this contract shall be only of the type set forth herein. Prior to waste delivery, the Ordering Activity/Waste Generator shall prepare and submit to the Contractor, for Contractor approval, all certifications required by the Contractor and Contractor's license to assure the Contractor that the waste is as specified in the approved waste profile, and meets the requirements for disposal at the facility. The Ordering Activity/Waste Generator represents and warrants that the information contained in its completed waste profile forms is accurate and that the Contractor can rely on the information contained in such waste profile forms. The waste profile forms shall identify separate waste streams if applicable (i.e. each individual waste stream will be identified (profiled) on its own individual waste profile, using the form provided). The Ordering Activity/Waste Generator shall not deliver the waste to Contractor without issuance of the task order and Notice to Transport by the Contractor.
22. The Ordering Activity/Waste Generator shall complete, execute, and deliver to the Contractor all forms identified by the Contractor pertaining to the waste; all such forms shall be available from the Contractor at no cost. Upon approval of fully-executed forms by the Contractor, such forms, approvals, and supporting information shall be incorporated by reference in to the task order and shall constitute the description of the waste. The Ordering Activity/Waste Generator shall allow the Contractor to audit the Ordering Activity/Waste Generator's waste characterization process. Additionally, with regard to hazardous waste, the Ordering Activity/Waste Generator shall complete, execute, and deliver to the Contractor all forms that pertain to such waste, including hazardous waste manifests, notices, and certifications as required of a hazardous waste generator (and/or treater) as provided in 40 CFR 262 Subpart B and 40 CFR 268.7. The Contractor shall be entitled to rely on the information and data set forth in said forms as accurate, and the Ordering Activity/Waste Generator represents and warrants that said information and data is accurate and is in accordance with the Contractor's license and the regulations. All such forms must be signed by the Ordering Activity/Waste Generator or its authorized representative and identify separate waste streams. Said forms shall also be signed by such other persons or entities as the Contractor may require.
23. The Contractor shall provide a Shipment Delivery Scheduler point-of-contact for scheduling shipments from the Ordering Activities/Waste Generators and for receipt of the DOT advanced shipment notifications. The Contractor's Shipment Delivery Scheduler will

be listed in Subsection G.9, *SHIPMENT DELIVERY SCHEDULER*. The shipment documentation required under this contract includes:

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

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

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

26. The Contractor shall accept deliveries during normal working hours unless the DCO agrees otherwise in writing. Both parties to this contract recognize that logistical considerations may require acceptance of deliveries outside of normal working hours. Arrangements for such deliveries shall be subject to mutual agreement of the parties at the price specified in the schedule issued under this contract.

“Normal working hours” means the period from 8:00 a.m. through 4:00 p.m., Contractor’s local time, every Monday through Friday, but excluding holidays and observed holidays as defined below.

For the purpose of calculating time in this Contract, unless otherwise specified, “day” means calendar day and “working day” means any day that contains normal working hours. A period expressed in “working days” ends at the expiration of the last day’s normal

working hours. A period expressed in “hours” begins immediately with its triggering event, counts every hour, and may end outside of normal working hours.

Federal Holidays are—

- New Year’s Day, January 1;
- Birthday of Martin Luther King, Jr., third Monday in January;
- President’s Day, third Monday in February;
- Memorial Day, last Monday in May;
- Juneteenth National Independence Day, June 19;
- Independence Day, July 4;
- Labor Day, first Monday in September;
- Columbus Day, second Monday in October;
- Veterans Day, November 11;
- Thanksgiving Day, fourth Thursday in November;
- Christmas Day, December 25; and
- Any other days designated by federal statute or Executive order. *See* 5 U.S.C. § 6103.

For holidays that fall on a Saturday or Sunday, the preceding Friday or subsequent Monday, respectively, is the day the holiday is observed. *See* Executive Order 11582 of Feb. 11, 1971.

The Contractor may choose to follow a different holiday schedule. However, any deviation from the Federal Holiday schedule must be clearly noted in the Contractor’s proposal and any subsequent changes to the schedule must be submitted in writing to, and approved by, the CO before taking effect.

Contractor Holidays are---

- New Year’s Day, January 1;
- President’s Day, third Monday in February;
- Memorial Day, last Monday in May;
- Independence Day, July 4;
- Labor Day, first Monday in September;
- Thanksgiving Day, fourth Thursday in November;
- Day after Thanksgiving, fourth Friday in November;
- Christmas Day, December 25;
- Day after Christmas, December 26

Operations:

27. The Contractor shall dispose of all waste in accordance with Federal, state, and municipal laws, codes, and regulations applicable for the facilities and equipment required to accomplish the applicable scope of work. The prices listed in Subsection B.5, *CONTRACT LINE ITEMS*, will be used for any resulting task orders. The Contractor shall complete all

appropriate handling, interim storage, disposal, and certification functions within these prices, while also adhering to schedule requirements and all applicable DOE and regulatory requirements.

28. All Treatment, Storage, and Disposal Facilities (TSDFs) are required to be reviewed in accordance with DOE Order 435.1, *Radioactive Waste Management*, requirements for approval of the use of non-DOE facilities; currently most facilities performing services for DOE rely on the DOE Consolidated Audit Program (DOECAP). DOECAP may also be used as the mechanism for other DOE or EM reviews deemed appropriate or required by the CO or DCO, such as Transportation Compliance Assurance Program reviews. Contractors shall allow reasonable site access to personnel for these purposes at no additional cost to the government.
29. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of the task order. Notification of existing damage to conveyances received under this contract shall be provided to the Ordering Activity/Waste Generator and DCO within 24 hours of the incident. Contractor notification as required by this paragraph, may be issued by email, facsimile, or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.
30. The Contractor shall properly treat and dispose of all byproduct, residual, and secondary waste in compliance with Federal and state regulations and permits. This work shall—unless performed as Ancillary Services (CLINs 10001 to 10003)—be included in the applicable disposal CLIN and performed at no additional cost to the government.
31. Waste processing to achieve conformance with the Contractor’s WAC may be ordered under this contract to the extent such activities are allowed by the Contractor’s applicable licenses or permits. Two objectives of waste processing are contemplated: to adjust moisture content and to adjust overall levels of radioactivity. This provision addresses wastes known—or found, upon receipt at the Contractor’s site—to require adjustment of their moisture contents and/or levels of radioactivity. The following services will be provided at the Contractor’s facility only after issuance of an appropriate task order:
- Presence of free liquids: This problem is detected immediately upon opening the cover of the shipping conveyance. It may be corrected by the addition of waste-compatible absorbent substances directly to the waste until the free liquid is absorbed and the waste meets the requirements of the WAC.
 - “Bound” moisture exceeding optimum: Acceptance testing of the waste at the Contractor site will reveal this situation which may be corrected by one or more of the following:
 - Processing with dry, inert Contractor-provided soils.
 - Processing with other wastes in the disposal cell.
 - Spreading the waste upon the surface of the cell and harrowing it.
 - Other means compliant with the Contractor’s licenses and permits.

- “Bound” moisture below optimum: Acceptance testing of the waste at the Contractor site will reveal this situation which may be corrected by one or more of the following:
 - Adding water at the point of unloading the shipping conveyance and subsequent processing during placement of the waste in the disposal cell.
 - Processing with other wastes in the disposal cell.
 - Other means compliant with the Contractor’s licenses and permits.

- Overall radioactivity levels may be adjusted by the Contractor at its disposal site by one or more of the following:
 - Processing with dry, inert Contractor-provided soils.
 - Processing with other wastes in the disposal cell.
 - Other means compliant with the Contractor’s licenses and permits.

32. The Contractor shall dispose of the accepted wastes, and any secondary waste generated, in accordance with the time limitations specified in the Contractor’s permits; licenses; and applicable federal, state, and local requirements. The Contractor shall notify DOE in writing at least sixty (60) days prior to exceeding any storage limit.

DOE-C-2003 Reports (OCT 2014):

33. The Contractor shall prepare and submit reports in accordance with Subsection J.4, *List of Deliverables*, and as specified in other clauses in the contract.

34. As requested, all documentation in this section, and modifications, shall be submitted to the DCO for information. The Contractor shall promptly (within 48 hours) respond to questions regarding reports. This documentation work is an element of the applicable disposal CLIN(s) and shall be performed at no additional cost to the government.

35. Within 5 working days of request by the DCO, the Contractor shall provide current and complete documentation of: site permits for disposal of waste; an NRC or Agreement State Radioactive Materials License; the WAC; the Contractor’s Closure Plan; and any other authorizations, exemptions, RCRA permit requirements, and other requirements documenting that the Contractor is permitted to receive, handle, store, and dispose of the specific type and quantity of radioisotopes present in the waste to be disposed of under this Contract.

36. Documentation and/or records shall be retained in accordance with requirements of the Contractor’s license and permits, and copies shall be provided to the DCO within 5 working days of a written request.

37. The Contractor shall use DOE-approved laboratories for the performance of sample analysis. Alternatively, prior to using a non-DOE-approved laboratory, the Contractor shall provide, for CO or DCO approval, copies of the laboratory’s current radioactive material licenses, most recent Audit Report supporting disposal, and any required special certifications showing that the laboratory is qualified to perform the analysis. At their

discretion, the CO or DCO will give written approval to use the laboratory for sample analysis on specified (or all) task orders under this contract or will give written disapproval with rationale. Approval in this manner shall not constitute approval to use the laboratory on any other contract. Any subsequent revisions to the supplied documents shall be supplied to the CO or DCO, within 10 days of the revision or upon request.

38. The Contractor shall document disposal by providing a signed copy of the original facility Certificate of Disposal to the Ordering Activity/Waste Generator and the DCO within 30 working days of disposal.
39. The Contractor shall notify the DCO, the Ordering Activity/Waste Generator, and the DOE COR, in writing, of any Notice of Violation (NOV) issued by regulatory agencies related to waste received at the disposal facility under this contract within 48 hours of receiving the NOV. DOE will consider and handle this information as Business Sensitive.
40. The Contractor shall maintain a record of all non-conformances and deficiencies for waste received under this contract which are identified by regulatory agencies. The Contractor shall provide the record to the DCO within 5 working days of a request.

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

41. On an annual basis, the Contractor shall provide a Waste Disposal Report to the CO and the EM Office of Waste Disposal (EM-4.22), documenting the following information for the period since the previous Waste Disposal Report:
 - Month-by-month breakdown of disposal information for waste delivered under this Contract including: weights, volumes, source sites, radionuclide content/characterization data, and disposal location(s).
 - Any incidents of vehicle contamination exceeding release criteria (as specified in paragraph C.5-17, above) and their resolution.
 - List of any deviated or rejected shipments during the period, including any corrective action (e.g. processing of nonconforming waste for excess moisture) performed by the Contractor.
 - Any compliance, permitting, or regulatory problems and their resolution.
 - Any events/conditions which adversely affected disposal operations and their associated impact on operations and scheduled receipt or disposal.

On a fiscal year basis (Oct 1 to Sept 30), the Contractor shall provide a Contract Usage Report to the CO and EM Office of Waste Disposal (EM-4.22) stating the volumes of wastes received in that fiscal year. The volumes shall be separately identified by CLIN, by Ordering Activity/Waste Generator, and list the invoiced price. Each report shall also include the same information for this contract cumulatively for all prior fiscal years.

42. Thirty days after physical completion of work conducted under this contract, the Contractor shall submit a Contract Closeout Plan to the CO for approval. The Plan must address all appropriate closeout activities including, but not limited to, all remaining administrative matters, resolution of any open litigation, audit of indirect costs, record disposition required by the Government, records turnover to DOE (including review, organizing, and packaging), closeout of subcontracts, and the Final Summary Report. The Final Summary Report, which shall be a summary of data for the entire period of performance (including any options and extensions), shall be provided at the end of the contract, within 30 days after physical completion of work.

Non-Conforming Waste:

43. Non-conforming waste means waste that is noncompliant with the Contractor's license; permits; regulations (whether Federal, State, or Local); WAC; procedures; or the approved waste profile. Such determination shall be made by the Contractor.

Upon discovering any non-conforming waste, the Contractor shall give notification within 24 hours by telephone (to be followed by written notification within 48 hours) to the Ordering Activity/Waste Generator. The notice shall advise which of the following options the Contractor chooses with regard to the non-conforming waste and, except as limited or precluded by action or demand of a governmental authority, said notification shall be given not less than 2 working days prior to the Contractor implementing that option. In coordination with the DCO, the Contractor may—

- process the non-conforming waste so as to allow disposal;
- remove, or cause to be removed, any non-conforming waste from the disposal facility;
- perform other suitable management practices that are prudent considering the nature of the non-conforming waste, the Regulations, and input from regulatory authorities;
- if, within a reasonable time after demand, the Ordering Activity/Waste Generator fails or refuses to undertake and complete removal of the non-conforming waste from the disposal facility, the Contractor may make its own arrangements to cause the waste to be returned to the Ordering Activity/Waste Generator at the Ordering Activity/Waste Generator's expense; or
- charge the Ordering Activity/Waste Generator, as agreed to by both parties and approved by the DCO, reasonable charges incurred by the Contractor to dispose, retrieve, and manage the non-conforming waste.

The DCO, in coordination with the Ordering Activity/Waste Generator, may direct an alternative course of action.

44. The Ordering Activity/Waste Generator shall maintain all necessary licenses and permits to receive all returned non-conforming waste at their facility, or shall designate an alternate facility that is fully licensed and permitted to receive non-conforming waste shipped to it.

Low-Level Waste & Mixed Low-Level Waste Disposal
EnergySolutions, LLC
Contract #: 89303318DEM000005
Conformed through Modification P00002

The Ordering Activity/Waste Generator agrees to receive such non-conforming waste at its facility or a designated facility within 10 working days after notification by Contractor.

The Contractor shall have no obligation to receive, handle, store, or dispose of any non-conforming waste delivered to the Contractor's facility.

PART I – THE SCHEDULE

SECTION D – PACKAGING AND MARKING

D.1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D.2 MARKING

(a) Each package, report, or other deliverable shall be accompanied by a letter or other document which:

(1) Identifies the Contract and Task Order by number under which the item is being delivered.

(2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).

(3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

(b) If the deliverable itself is a letter or document, then paragraph (a) may be satisfied by including the required information prominently on the first page. A separate letter is not required.

(c) All packages, reports, or other deliverables must be delivered to the DCO as identified in the task order.

PART I – THE SCHEDULE

SECTION E – INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

E.2 DOE-E-2001 INSPECTION AND ACCEPTANCE (OCT 2014)

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer in accordance with Subsections E.3, *INSPECTION*, and E.4, *ACCEPTANCE*. If the Contracting Officer assigns this responsibility to the Contracting Officer’s Representative or another representative of the Government, the Contracting Officer shall notify the Contractor in writing.

E.3 INSPECTION

Inspection of all items under each task order issued under this contract shall be accomplished by the DCO, the Designated Contracting Officer’s Representative (DCOR), or any other duly authorized Government representative identified by the DCO responsible for the task order. The Contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

E.4 ACCEPTANCE

Acceptance of all work and effort under task orders performed under this contract (including “Reporting Requirements,” if any) shall be accomplished by the Designated Contracting Officer identified under the task order or the duly authorized representative and in accordance with this basic contract and/or the individual task order acceptance criteria.

E.5 FINAL INSPECTION/ACCEPTANCE

Final inspection and acceptance of deliverable and completion of task orders shall take place at the completion of delivery at the task order location.

PART I – THE SCHEDULE

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE – SERVICES

The services specified by this contract shall be performed at the Contractor's facility. The Place of Performance shall be specified in each individual task order.

F.2 DELIVERY SCHEDULE

The delivery schedule shall be specified in each individual task order.

F.3 PERIOD OF PERFORMANCE

The ordering period for this Contract shall be 10 years, from April 12, 2018 to April 11, 2028. Individual task orders may be placed at any time during that window and their period of performance shall not exceed 1 year from the date of task order award.

F.4 FAR 52.242-15 STOP-WORK ORDER (AUG 1989)

F.5 FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

PART I – THE SCHEDULE

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 DOE-G-2001 CONTRACTING OFFICER AUTHORITY (OCT 2014)

The Contracting Officer (CO) is responsible for administration of the contract. A Designated Contracting Officer (DCO) is responsible for administration of each task order. The CO may appoint a Contracting Officer's Representative (COR), in accordance with Subsection G.2, *DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)*, to perform specifically delegated functions for the contract and a DCO may likewise appoint a Designated COR (DCOR) to perform specifically delegated functions for the task order. The Contracting Officer or Designated Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

- a) Assign additional work within the general scope of the contract/task order.
- b) Issue a change in accordance with the Changes clause.
- c) Change the cost or price of the contract/task order.
- d) Change any of the terms, conditions, specifications, or services required by the contract/task order.
- e) Accept non-conforming work.
- f) Waive any requirement of the contract/task order.

G.2 DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)

Pursuant to the clause at Subsection I.99, *DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)*, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the Contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

The COR responsibilities may be fulfilled by one or more Designated Contracting Officer's Representatives (DCOR), who will be designated by the DCO for each individual task order. Specific duties and responsibilities of the DCOR are those delegated in the DCOR's Delegation under each individual task order.

G.3 DOE-G-2003 CONTRACTOR'S PROGRAM MANAGER (OCT 2014)

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

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

(a) *For task orders issued by offices of the U.S. Department of Energy:* To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, order number, title, and subject matter, and shall be subject to the following procedures:

1. *Technical correspondence*

Technical correspondence shall be addressed to the Designated Contracting Officer's Representative (DCOR) for the order and to the cognizant Designated Contracting Officer (DCO). Technical correspondence that applies to more than one task order, or to this Contract, shall also be sent to the Contracting Officer. As used herein, technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

2. *Other Correspondence*

- A. Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the CO and the cognizant DCO of any related task orders.
- B. If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence—other than technical correspondence and correspondence regarding patent or rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms, or conditions of the contract—shall be addressed to the DCO. Copies of all such correspondence shall be provided to the DCOR.
- C. Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the Contracting Officer and the COR.
- D. Contracting Officer (CO) address:

ATTN: Clare Rexroad
Email: Clare.Rexroad@emcbc.doe.gov
U.S. Department of Energy
Environmental Management Consolidated Business Center
550 Main Street, Room 7-010
Cincinnati, OH 45202

E. Contracting Officer's Representative (COR) address:

ATTN: Lee Bishop
Email: Lee.Bishop@em.doe.gov
U.S. Department of Energy
Los Alamos National Laboratory
3374 West Jemez Rd.
Los Alamos, NM 87544

F. Designated Contracting Officer (DCO) address: [Shall be identified in each individual task order.]

G. Designated Contracting Officer's Representative (DCOR) address: [Shall be identified in each individual task order.]

H. *Technical Reports*. Procedures for technical reports will be specified and described in each individual task order.

(b) *For orders issued by Authorized Users*: correspondence procedures shall be as specified in individual task orders. The following terms and phrases which appear in the basic contract shall be interpreted relative to the individual order to read as follows:

1. U.S. Department of Energy, Department of Energy, DOE, the Government, or any other term or phrase intended to refer to the U.S. Department of Energy or the United States of America, shall be construed to mean the entity placing the order.
2. Designated Contracting Officer, Designated Contracting Officer's Representative, DOE-DCOR, and any other term or phrase intended to refer to an authorized representative of the United States Department of Energy or the United States of America shall be construed to mean "authorized representative" of the entity placing the order.

G.5 DOE-G-2005 BILLING INSTRUCTIONS (APR 2020)

Unless otherwise specified in an individual task order—

(a) Contractors shall use Standard Form 1034, *Public Voucher for Purchases and Services Other than Personal*, when requesting payment for work performed under the contract.

(b) Contractors shall submit vouchers electronically through the DOE Office of Finance and Accounting's Vendor Invoicing Portal and Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

(c) A paper copy of a voucher that has been submitted electronically will not be accepted.

**G.6 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING
(NOV 2021)**

(a) The Contracting Officer will document the Contractor’s performance under this contract (including any task orders placed against it, if applicable) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as “Source Selection Information,” available to authorized Government personnel seeking past performance information when evaluating proposals for award.

(b) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government’s discretion: (1) technical/quality, (2) cost control, (3) schedule, (4) management or business relations, and (5) small business subcontracting. Past performance information is available at <https://www.cpars.gov>. It is recommended that the Contractor take the overview training found on the CPARS website. The Contractor shall acknowledge receipt of the Government’s request for comments on CPARS assessments at the time it is received and shall respond to such requests within fourteen (14) calendar days of the request.

(c) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and unique entity identifier, a single assessment will be prepared for the joint venture using its CAGE code and unique entity identifier. If the joint venture does not have a unique CAGE code and unique entity identifier, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.

(d) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

G.7 DOE-G-2008 NON-SUPERVISION OF CONTRACTOR EMPLOYEES (OCT 2014)

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

G.8 DEFINITIONS

The following special definitions are applicable to this contract:

Contracting Officer (CO) –The person with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for this ID/IQ contract as a whole.

For orders placed by the Government, use the following definitions:

Designated Contracting Officer (DCO) - The person with the authority to enter into contracts as defined in FAR 2.101 and who is assigned as responsible for one or more specific task orders issued under this contract. The DCO shall be identified in each individual task order.

Designated Contracting Officer's Representative (DCOR) – The DCO's designated representative whose responsibilities apply to the specific task order issued under this contract and who is specified in the task order. The extent of the DCOR's authority is defined in Subsection G.2, *DOE-G-2002 CONTRACTING OFFICER'S REPRESENTATIVE (OCT 2014)*.

For orders placed by Authorized Users, substitute the following definitions:

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

Technical Representative – For task orders (subcontracts) issued by authorized DOE prime contractors or Subcontractors to a DOE Prime Contractor, the contractual representative's technical representative whose responsibilities apply to the specific Prime Contractor or Subcontractor to a DOE Prime Contractor-issued task order pursuant to the terms of this contract and who is identified in the Prime Contractor or Subcontractor to a DOE Prime Contractor-issued task order. This person is not an agent of the government or the contracting officer.

DOE Prime Contractor – is a firm that has a contract with the Department of Energy separate from this IDIQ contract.

Subcontractor to a DOE Prime Contractor – is a firm that has a subcontract with a DOE Prime Contractor to perform work for the benefit of a DOE contract separate from this IDIQ contract.

Context of clauses and provisions – Whenever it is necessary to make the clauses fit the context of a task order issued by an authorized entity (see Subsection H.4, *AUTHORIZATION TO ISSUE TASK ORDERS*) and to derive proper meaning in a subcontract situation, the terms “DOE”, “Government” and “Contracting Officer” shall mean the ordering entity and/or its authorized representatives. Except the terms “DOE”, “Government” and “Contracting Officer” do not change: (1) in the phrases “Government Property”, “Government-Furnished Property”, “Government Equipment” and “Government-Owned Equipment”, or where otherwise intended that title ownership or rights are to remain with the Government; (2) where statute or regulation vests authority exclusively in specific agencies or officials; or (3) when otherwise specifically modified in the task order and with the written consent of the DOE Contracting Officer.

G.9 SHIPMENT DELIVERY SCHEDULER

The person (or persons) listed below shall be the Contractor's primary point(s) of contact for Ordering Activities/Waste Generators to schedule shipments of waste under this contract. A scheduler must be reasonably reachable during normal working hours. When out of the office, the scheduler(s) should use voicemail messages, automatic replies, automatic forwarding, or other reasonable means to connect the Ordering Activity/Waste Generator with an alternate or backup scheduler.

Name: Johnny Bowne
Title: Business Development Manager
Phone: 801-649-2104
Email: jbowne@energysolutions.com
Street Address: 299 South Main St., Suite 1700
Salt Lake City, UT 84111

The Contractor may alter its scheduler contact information by providing notice of the change, in writing, to the CO and to each DCO and DCOR for each task order that is not closed-out at the time of the change.

PART I – THE SCHEDULE

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)

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

(End of clause)

H.2 DOE-H-2019 DISPOSITION OF INTELLECTUAL PROPERTY – FAILURE TO COMPLETE CONTRACT (OCT 2014)

The following provisions shall apply in the event the Contractor does not complete contract performance for any reason:

(a) The Government may take possession of and use all the technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause, DEAR 970.5227-1 *Rights in Data-Facilities*. The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.

(b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity, or scope of, or title to, any rights or patents or other intellectual property herein licensed.

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

H.3 DOE-H-2032 ORDERING UNDER A MULTIPLE AWARD CONTRACT (OCT 2014)

(a) The Government has awarded more than one contract for the work specified in this contract. Periodically, the Contracting Officer may issue Requests for Task Order Proposals (RTP) and award task orders under one or more of these contracts, including that of the Contractor, pursuant to this clause. The Contractor shall not be paid for the costs of preparing task order proposals as a direct cost under this contract or any task order. The Contracting Officer may issue task orders of the following types under the procedures set forth under this clause: Firm fixed-price with economic price adjustment.

(b) The Contractor agrees that issuance of a task order in accordance with any of the procedures set forth in this clause is deemed to have provided the Contractor a “fair opportunity to be considered” as that phrase is used in Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended.

(c) The Contracting Officer shall provide each contractor a fair opportunity to be considered for a task order exceeding \$3,500, unless one of the following exceptions applies:

- (1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays.
- (2) Only one contractor is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized.
- (3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.
- (4) It is necessary to place an order to satisfy a minimum guarantee.
- (5) For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the order be placed with a specified source.
- (6) The order is set-aside for small business concerns.

(d) Procedures for Issuance of RTPs. The Contracting Officer will furnish the Contractor with an RTP which will include, at a minimum—

- (1) A description of the required work, required deliverables, and place of performance;
- (2) The anticipated performance period and/or delivery schedule;
- (3) A description of the task order type;
- (4) Any property, material or services to be made available for performance of the order;
- (5) Any other pertinent information, such as applicable Service Contract Act wage rates, site visit date, any requirements for cost or pricing data;

- (6) The number of copies of the Contractor's proposal that need to be submitted in response to the RTP;
- (7) A reasonable response time, and a common cut-off date for receipt of proposals and the place for submission of proposals;
- (8) Basis for award of the Task Order; and
- (9) For Task Orders exceeding \$5.5 million, the following additional information will be provided:
 - (A) A notice that includes a clear statement of the task order requirements, and
 - (B) Disclosure of the significant factors or subfactors (if any) including cost or price that the agency will consider in evaluating proposals and their relative importance. The Contractor shall, within the time specified in the RTP, provide its proposal addressing the requirements as specified in the RTP.

(e) Procedures for Conducting Task Order Competition.

- (1) Pre-proposal Conferences and Information Exchanges.
 - (A) If a pre-proposal conference is held or a draft RTP is issued, there will be an opportunity for submittal of relevant written questions and answers.
 - (B) Site visits are at the discretion of the Contracting Officer; if there is an opportunity for site visits, one week's notice will be provided to contractors.
 - (C) An RTP may request limited technical and/or limited cost information.
- (2) After the submission of proposals, the following exchanges with contractors will not necessitate exchanges with all contractors:
 - (A) Limited exchanges to clarify (without permitting revisions) of certain aspects of proposals or to resolve minor or clerical errors.
 - (B) Obtaining written agreement from the Contractor for incorporation of commitments/statements proposed by the Contractor in technical or cost proposals.
 - (C) Obtaining agreement to limitations to such cost elements as indirect rates.
 - (D) Change in statutory fixed fee percentage.
 - (E) Adverse past performance information, substitutions of past performance references and any other matters pertaining to past performance.
 - (F) Questions pertaining to locating information in proposals.
 - (G) Requests for back-up to cost information.
 - (H) Questions and answers to questions concerning mathematical calculations.
- (3) Revisions to proposals.
 - (A) The Contracting Officer, at his or her discretion, may—
 - (i) Limit the number of contractors that can submit revised proposals in response to an RTP;

(ii) Not request revisions from contractors who have submitted proposals that would require substantial or major revisions and/or if the initial proposal is determined to be technically unacceptable;

(iii) Conduct exchanges on limited aspects of a proposal and/or limit revisions to only specific parts of the technical or cost proposal based upon a determination that there is not a material impact to the other sections of the technical and cost proposal;

(iv) Limit negotiations and revisions to fee only; and

(v) Not provide information regarding all aspects of the evaluation of the Contractor's proposal and limit the information provided to only the deficiencies and/or significant weaknesses or significant cost issues.

(B) All contractors which have been requested to submit revisions will be provided a common date by which all revisions are to be submitted.

(C) Correction of minor errors or inconsistencies will not be considered a revised proposal subject to paragraph (3)(A) above.

(f) Basis for Award of Task Orders.

(1) An individual task order may be awarded on any one of the following:

(A) Award of the task order based substantially on cost/price.

(B) Award of the task order based on technical merit and quality being substantially more important than cost/price.

(C) Award of the task order based upon cost/price, technical merit, and quality being approximately equal.

(2) The Contractor's past performance on earlier task orders issued under the contract may also be considered for award of the task order under the RTP. Elements to be considered include, but are not limited to quality, timeliness and cost control. Information considered may include, but not be limited to, past performance information for the Contractor, teaming partner, and major or critical subcontractors. If a teaming partner or major or critical subcontractor has changed during the contract performance period, past performance information for that new entity shall be evaluated as part of the evaluation of the Contractor's proposal.

(3) The Contracting Officer may also consider the impact of other task orders placed with the Contractor in making the new task order award decision.

(g) The Contractor agrees, pursuant to 41 U.S.C. § 4106, that the filing of a protest is not authorized in connection with the issuance or proposed issuance of a task order except for—

(1) A protest on the grounds that the task order increases the scope, period, or maximum value of a contractor's contract; or

(2) A protest of a task order valued in excess of \$10 million which may only be filed with the Government Accountability Office through September 30, 2016, pursuant to 41 U.S.C. § 4106(f)(3).

(h) An ombudsman has been designated at the contracting activity awarding this contract to ensure that all contractors are afforded a “fair opportunity” to be considered for task or delivery orders pursuant to FAR 16.5. The purpose of the ombudsman is not to diminish the authority of the Contracting Officer, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractors not receiving a specific task and to work to resolve the matter. When requested, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task or delivery orders under this contract, does not act in the capacity of a Contracting Officer, and does not participate in the adjudication of contract disputes in regard to multiple award task or delivery order contracts awarded pursuant to FAR 16.5.

H.4 AUTHORIZATION TO ISSUE TASK ORDERS

(a) *Department of Energy* All DOE Offices (including Laboratories, Project Offices, and the National Nuclear Security Administration) are authorized to place task orders under this contract.

(b) *Authorized Users* DOE Prime Contractors and Subcontractors to DOE Prime Contractors are authorized to place task orders under this contract. Other users may be authorized, in writing, by the CO on a case-by-case basis. Inquiries shall be directed to the DOE CO.

H.5 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)

(a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

(b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, *Disputes*. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.

(c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

(d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.

(e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

H.6 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014)

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract shall be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned communications or releases of information to the public, the media, or Members of Congress related to work performed under this contract. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.7 DOE-H-2050 INCORPORATION OF SMALL BUSINESS SUBCONTRACTING PLAN - ALTERNATE I (OCT 2014)

(a) In accordance with the clause at FAR 52.219-9, *Small Business Subcontracting Plan*, the master subcontracting plan contained in Section J.3 is hereby incorporated into and made a part of this contract.

(b) Prior to the beginning of each Government fiscal year, or other period as required by the Contracting Officer, the Contractor shall submit an individual subcontracting plan containing the annual subcontracting goals required by the clause at FAR 52.219-9, *Small Business Subcontracting Plan*, and any changes to the master subcontracting plan. The annual, individual

subcontracting plan and changes to the master plan are subject to the Contracting Officer's approval; and the approved plan is incorporated by reference into the contract.

H.8 DOE-H-2051 ANNUAL REPRESENTATIONS AND CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (OCT 2014)

(a) Pursuant to the clause at FAR 52.204-8, *Annual Representations and Certifications*, the Contractor's most recent submission (including registration, representations, and certifications) in the System for Award Management (SAM) dated February 1, 2022 is hereby incorporated into the contract by reference.

(b) The Contractor, by signing this contract, certifies that it has verified that its SAM submission incorporated by reference into this contract pursuant to paragraph (a) above is current, accurate, complete, and applicable to this contract.

(End of clause)

H.9 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS (OCT 2014)

The Contractor's performance under this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Subsection J.2, and the clause at FAR 52.222-42, *Statement of Equivalent Rates for Federal Hires*.

H.10 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)

The Contractor shall comply with the following:

(a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).

(b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.

(c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.

(d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.

(e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

(g) Ensure that all their employees understand that they must—

(1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;

(2) Not impede or hinder another employee's cooperation with the OIG; and (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.

(h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

H.11 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives listed in Subsection J.1, *List of Applicable DOE Directives*.

(b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.

(c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.

(d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision.

(e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

H.12 DOE-H-2076 LOBBYING RESTRICTIONS (NOV 2018)

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

(End of clause)

H.13 ECONOMIC PRICE ADJUSTMENT – TAXES AND FEES

(a) The Contractor's proposal shall not include, as a contingency reserve or otherwise, any actual or anticipated post-contract-date increases to the rates of tax or schedule of fees (including new taxes or fees) owed to—

- (1) a state or local government,
- (2) a licensing or permitting agency, or
- (3) an inspection or monitoring service required to maintain a license or permit.

(b) If such tax, fee, or service is required in order to maintain licensure (or other permission to operate) to be legally able to perform this Contract, then the Contract shall be adjusted for its post-contract-date changes using the same procedures, and subject to the same limits, described in Subsection I.67, *FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)*.

(c) This Subsection does not apply to post-contract-date changes in taxes or fees that may be reimbursed, or are otherwise accounted for, by another clause of this contract, including taxes or fees which are already included within the scope of FAR 52.229-3.

H.14 TASK ORDERS ISSUED BY AUTHORIZED USERS

Entities authorized to place orders under this Contract (*see* Subsection H.4, *AUTHORIZATION TO ISSUE TASK ORDERS*) may use the terms and conditions of this Contract to place orders directly with the Contractor for services described in Section C, *Performance Work Statement*. Prior to issuing an order under this Contract, any DOE Prime Contractor or Subcontractor to a DOE Prime Contractor must obtain the written approval of the DOE Contracting Officer with cognizance over their contract/subcontract, who shall coordinate such approval with the Contracting Officer for this IDIQ Contract identified in Subsection G.4, *DOE-G-2004 CONTRACT ADMINISTRATION (OCT 2014)*. If applicable, orders by Authorized Users will

operate as subcontracts in accordance with FAR Part 44, *Subcontracting Policies and Procedures*.

All orders must—

- (1) be within the scope of this IDIQ Contract; and
- (2) be within the quantity limitations identified in Subsections B.3, *MINIMUM/MAXIMUM QUANTITIES*, and I.35, *FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)* and such orders shall count toward the overall maximum limit for this Contract, as if issued by DOE.

The Government shall not be liable under this Contract for any subcontracts entered into by Authorized Users. Additionally, the Authorized User may use substantially similar forms that meet the intent of Subsection B.5. The Authorized User and this IDIQ Contractor shall execute a separately signed contract/subcontract document that incorporates the terms and conditions of this IDIQ Contract. Task orders issued under this contract may include separate, site-specific terms and conditions in accordance with Subsection H.20, *SITE-SPECIFIC TASK ORDER TERMS AND CONDITIONS*. The use of this Contract's terms, conditions, and prices by an Authorized User does not create privity of contract between DOE and the Authorized User.

H.15 TASK ORDER ADMINISTRATIVE INFORMATION

(a) DCOs from any entity included in Subsection H.4, *AUTHORIZATION TO ISSUE TASK ORDERS*, are authorized to place task orders under this contract, in accordance with FAR 52.216-18, *Ordering*.

(b) The DCO identified on each task order is responsible for all task order activities including requesting Task Proposals/Task Plans, evaluating for award, awarding, funding, all administrative activities and evaluating Contractor performance for all task orders issued. For tracking purposes, the CO may issue a tracking number to each individual task order awarded under this contract. If utilized, this tracking number will be specified in Section G of the task order.

(c) The DCO will provide copies of task orders and task order modifications to the CO. Copies of performance evaluations on completed task orders, or task orders that are in process, will also be provided to the CO. The CO will provide copies of the contract and contract modifications to the DCO, upon request. The DCO will also provide past performance information for work performed under this contract to the CO.

H.16 SECURITY

(a) *Responsibility*: It is the Contractor's duty to safeguard all classified information, special nuclear material, any information designated as sensitive and not subject to disclosure that may be provided either for task order proposal preparation or performance, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding and protecting against sabotage, espionage, loss and theft, classified

information, sensitive information, and special nuclear material in the Contractor's possession in connection with the performance of work under this contract. Excluding disposal of wastes, special nuclear material will not be retained after the completion or termination of the contract.

(b) *Definition of Special Nuclear Material (SNM)*. SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.

(c) *Subcontracts and purchase orders*. Except as otherwise authorized in writing by the Contracting Officer or the DCO for a task order, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders issued by the Contractor under an individual task order.

H.17 DISPUTES

In addition to any other clause related to Subsection I.79, *FAR 52.233-1 DISPUTES (MAY 2014)*, any dispute between the Contractor and the DCO/Ordering Office shall be handled between the CO identified in this basic contract and the Contractor.

H.18 PROTECTION OF UNCLASSIFIED NUCLEAR INFORMATION

(a) The Contractor shall take appropriate action to establish and maintain a system to ensure that any Unclassified Controlled Nuclear Information (UCNI) in the Contractor's possession in connection with the performance of work under this contract is protected from unauthorized disclosure and dissemination in accordance with DOE regulations.

(b) The term "Unclassified Controlled Nuclear Information" means unclassified information protected against unauthorized dissemination pursuant to section 148 of the Atomic Energy Act with respect to atomic energy defense programs, and which pertain to:

- (1) Design of production facilities or utilization facilities;
- (2) Security measures relating to the protection of production or utilization facilities, nuclear materials contained in these facilities, nuclear materials in transit; or
- (3) Design, production, or utilization of atomic weapons or components thereof, if such information was declassified or removed from the Restricted Data category, and if the unauthorized dissemination of such information could reasonably be expected to result in significant adverse effect on the public health and safety or the common defense by increasing the likelihood of illegal production of nuclear weapons, or theft, diversion or sabotage of nuclear materials, equipment or facilities.

(c) Access to UCNI shall be limited to those persons determined to require access to UCNI in the performance of official duties, and in conformance with applicable DOE Orders.

(d) While in use, UCNI shall be under the control of an authorized individual. As a minimum, UCNI shall be stored in locked desks, file cabinets, offices, or facilities where access is controlled.

(e) Each document or other material that is determined to contain UCNI shall be marked in a conspicuous manner to indicate the presence of UCNI. When transmitted outside an authorized place or storage, these documents shall be packaged to preclude disclosure of the presence of UCNI. All markings and transmittals, including electronic media, will be accomplished in accordance with applicable DOE orders.

(f) The Contractor agrees to conform to all regulations and requirements of the Department of Energy concerning UCNI as specified in the task order.

(g) Persons who violate prohibitions against unauthorized disclosure of UCNI may be subject to civil and criminal penalties under Sections 148 and 223 of the Atomic Energy Act of 1954, as amended.

(h) This article, including this paragraph (h) shall be included in all subcontracts which involve access to UCNI.

H.19 PROTECTION OF CLASSIFIED MATTER

Documents originated by the Contractor or furnished by the DCO to the Contractor in connection with this Contract may contain classified matter. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with applicable DOE Regulations and Directives as specified in the task order.

H.20 SITE-SPECIFIC TASK ORDER TERMS AND CONDITIONS

The Contractor acknowledges that the organization issuing a task order under this contract may have requirements unique to its mission and/or geographic location, including additional detailed statements of work. The Contractor agrees that the organization placing an order reserves the right to incorporate, subject to mutual agreement of the organization and the Contractor, its own local site-specific terms and conditions relative to the Federal Acquisition Regulations, Agency-specific regulations, orders or guidelines, environment, safety and health considerations, or other applicable local, state and Federal laws and regulations. These site-specific and task order-specific Terms and Conditions shall only apply to the task order(s) into which they are incorporated.

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

H.21 PERMITS & LICENSING

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

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

- I.1 FAR 52.202-1 DEFINITIONS (JUN 2020)**
- I.2 FAR 52.203-3 GRATUITIES (APR 1984)**
- I.3 FAR 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014)**
- I.4 FAR 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUN 2020)**
- I.5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (JUN 2020)**
- I.6 FAR 52.203-8 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**
- I.7 FAR 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)**
- I.8 FAR 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2020)**
- I.9 FAR 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (NOV 2021)**
- I.10 FAR 52.203-14 DISPLAY OF HOTLINE POSTER(S) (NOV 2021)**

(3) Any required posters may be obtained as follows:

<i>Poster(s)</i>	<i>Obtain from</i>
DOE Office of Inspector General, Hotline Poster	https://energy.gov/ig/downloads/office-inspector-general-hotline-poster

- I.11 FAR 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (JUN 2020)**
- I.12 FAR 52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017)**
- I.13 FAR 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011)**

- I.14 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)**
- I.15 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUN 2020)**
- I.16 FAR 52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018)**
- I.17 FAR 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016)**
- I.18 FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (AUG 2020)**
- I.19 FAR 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)**
- I.20 FAR 52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (NOV 2021)**
- I.21 FAR 52.204-23 PROHIBITION ON CONTRACTING FOR HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR PROVIDED BY KASPERSKY LAB AND OTHER COVERED ENTITIES (NOV 2021)**
- I.22 FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021)**
- I.23 FAR 52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (NOV 2021)**
- I.24 FAR 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018)**
- I.25 FAR 52.209-10 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS (NOV 2015)**
- I.26 FAR 52.210-1 MARKET RESEARCH (NOV 2021)**
- I.27 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION (JUN 2020)**
- I.28 FAR 52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)**

I.29 FAR 52.215-11 PRICE REDUCTION FOR DEFECTIVE CERTIFIED COST OR PRICING DATA - MODIFICATIONS (JUN 2020)

I.30 FAR 52.215-13 SUBCONTRACTOR CERTIFIED COST OR PRICING DATA—MODIFICATIONS (JUN 2020)

I.31 FAR 52.215-17 WAIVER OF FACILITIES CAPITAL COST OF MONEY (OCT 1997)

I.32 FAR 52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (NOV 2021)

I.33 FAR 52.216-18 ORDERING (AUG 2020)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 12 April 2018 through 11 April 2028.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) A delivery order or task order is considered "issued" when—

(1) If sent by mail (includes transmittal by U.S. mail or private delivery service), the Government deposits the order in the mail;

(2) If sent by fax, the Government transmits the order to the Contractor's fax number; or

(3) If sent electronically, the Government either—

(i) Posts a copy of the delivery order or task order to a Government document access system, and notice is sent to the Contractor; or

(ii) Distributes the delivery order or task order via email to the Contractor's email address.

(d) Orders may be issued by methods other than those enumerated in this clause only if authorized in the contract.

(End of clause)

I.34 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$1,000, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor—

- (1) Any order for a single item in excess of \$120 Million;
- (2) Any order for a combination of items in excess of \$120 Million; or
- (3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

I.35 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order

to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after one year from the expiration of this contract, including any option periods or extensions.

(End of clause)

**I.36 FAR 52.216-32 TASK-ORDER AND DELIVERY-ORDER OMBUDSMAN
(SEPT 2019)**

(a) In accordance with 41 U.S.C. 4106(g), the Agency has designated the following task-order and delivery-order Ombudsman for this contract. The Ombudsman must review complaints from the Contractor concerning all task-order and delivery-order actions for this contract and ensure the Contractor is afforded a fair opportunity for consideration in the award of orders, consistent with the procedures in the contract.

- Angela Watmore
DOE-EM Head of Contracting Activity
DOE-EM Task/Delivery Order Ombudsman and Competition Advocate (Acting)
angela.watmore@em.doe.gov
202-253-0993

(b) Consulting an ombudsman does not alter or postpone the timeline for any other process (e.g., protests).

(c) Before consulting with the Ombudsman, the Contractor is encouraged to first address complaints with the Contracting Officer for resolution. When requested by the Contractor, the Ombudsman may keep the identity of the concerned party or entity confidential, unless prohibited by law or agency procedure.

I.37 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor no less than 30 days before the expiration of this contract's ordering period.

(End of clause)

**I.38 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 30 days; provided that the Government gives the Contractor a preliminary written notice

of its intent to extend at least 60 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 5 years and 6 months.

(End of clause)

I.39 FAR 52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022)

I.40 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2022)

I.41 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2022) – ALTERNATE II (NOV 2016)

I.42 FAR 52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (SEP 2021)

I.43 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (OCT 2022)

I.44 FAR 52.222-3 CONVICT LABOR (JUN 2003)

I.45 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS - OVERTIME COMPENSATION (MAY 2018)

I.46 FAR 52.222-17 [RESERVED]

I.47 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015)

I.48 FAR 52.222-26 EQUAL OPPORTUNITY (SEP 2016)

I.49 FAR 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

I.50 FAR 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUN 2020)

I.51 FAR 52.222-37 EMPLOYMENT REPORTS ON VETERANS (JUN 2020)

I.52 FAR 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010)

I.53 FAR 52.222-41 SERVICE CONTRACT LABOR STANDARDS (AUG 2018)

I.54 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

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

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

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

(End of clause)

I.55 FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT LABOR STANDARDS-PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (AUG 2018)

I.56 FAR 52.222-49 SERVICE CONTRACT LABOR STANDARDS-PLACE OF PERFORMANCE UNKNOWN (MAY 2014)

(a) This contract is subject to the Service Contract Labor Standards statute, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: [None]. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by the date for questions to be submitted against the solicitation.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

(End of clause)

I.57 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021)

I.58 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (MAY 2022)

I.59 FAR 52.222-55 MINIMUM WAGES FOR CONTRACTOR WORKERS UNDER EXECUTIVE ORDER 14026 (JAN 2022)

- I.60 FAR 52.222-62 PAID SICK LEAVE UNDER EXECUTIVE ORDER 13706 (JAN 2022)**
 - I.61 FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)**
 - I.62 FAR 52.223-18 ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (JUN 2020)**
 - I.63 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (FEB 2021)**
 - I.64 FAR 52.227-1 AUTHORIZATION AND CONSENT (JUN 2020)**
 - I.65 FAR 52.227-14 RIGHTS IN DATA—GENERAL (MAY 2014)**
 - I.66 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)**
- Except for data contained on pages [N/A], it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government shall have unlimited rights (as defined in the “Rights in Data - General” clause contained in this contract) in and to the technical data contained in the proposal dated February 21, 2018, upon which this contract is based.
- (End of clause)
- I.67 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013)**
 - I.68 FAR 52.232-1 PAYMENTS (APR 1984)**
 - I.69 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)**
 - I.70 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)**
 - I.71 FAR 52.232-11 EXTRAS (APR 1984)**
 - I.72 FAR 52.232-17 INTEREST (MAY 2014)**
 - I.73 FAR 52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014)**
 - I.74 FAR 52.232-25 PROMPT PAYMENT (JAN 2017)**
 - I.75 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER - SYSTEM FOR AWARD MANAGEMENT (OCT 2018)**
 - I.76 FAR 52.232-37 MULTIPLE PAYMENT ARRANGEMENTS (MAY 1999)**

**I.77 FAR 52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS
(JUN 2013)**

**I.78 FAR 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL
BUSINESS SUBCONTRACTORS (NOV 2021)**

I.79 FAR 52.233-1 DISPUTES (MAY 2014)

I.80 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

**I.81 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM
(OCT 2004)**

I.82 FAR 52.242-13 BANKRUPTCY (JUL 1995)

**I.83 FAR 52.243-1 CHANGES - FIXED-PRICE (AUG 1987) – ALTERNATE I
(APR 1984)**

I.84 FAR 52.243-7 NOTIFICATION OF CHANGES (JAN 2017)

(a) Definitions.

Contracting Officer, as used in this clause, does not include any representative of the Contracting Officer.

Specifically Authorized Representative (SAR), as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 7 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state—

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;

- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including—
- (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) *Continued performance.* Following submission of the notice required by (b) above, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in (b) above, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) *Government response.* The Contracting Officer shall promptly, within 7 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either—

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;
- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under (1), (2), or (3) above, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) *Equitable adjustments.*

- (1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made—
- (i) In the contract price or delivery schedule or both; and
 - (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in (b) and (c) above. Note: The phrases contract price and cost wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of clause)

I.85 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2022)

I.86 FAR 52.246-25 LIMITATION OF LIABILITY - SERVICES (FEB 1997)

I.87 FAR 52.248-1 VALUE ENGINEERING (JUN 2020)

(m) *Data*. The Contractor may restrict the Government's right to use any part of a VECP or the supporting data by marking the following legend on the affected parts:

These data, furnished under the Value Engineering clause of contract [TBD at Task Order Level], shall not be disclosed outside the Government or duplicated, used, or disclosed, in whole or in part, for any purpose other than to evaluate a value engineering change proposal submitted under the clause. This restriction does not limit the Government's right to use information contained in these data if it has been obtained or is otherwise available from the Contractor or from another source without limitations.

I.88 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012)

I.89 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

I.90 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<https://www.acquisition.gov/browse/index/far>

<https://www.acquisition.gov/dears>

(End of clause)

I.91 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.92 DEAR 952.202-1 DEFINITIONS

I.93 DEAR 952.204-2 SECURITY REQUIREMENTS (AUG 2016)

I.94 DEAR 952.204-70 CLASSIFICATION/DECLASSIFICATION (SEP 1997)

I.95 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)

I.96 DEAR 952.208-70 PRINTING (APR 1984)

I.97 DEAR 952.226-74 DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)

I.98 DEAR 952.227-82 RIGHTS TO PROPOSAL DATA (APR 1994)

Except for technical data contained on pages [N/A] of the contractor's proposal dated February 21, 2018 which are asserted by the contractor as being proprietary data, it is agreed that, as a condition of the award of this contract, and notwithstanding the provisions of any notice appearing on the proposal, the Government shall have the right to use, duplicate, disclose and have others do so for any purpose whatsoever, the technical data contained in the proposal upon which this contract is based.

(End of Clause)

I.99 DEAR 952.242-70 TECHNICAL DIRECTION (DEC 2000)

(a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:

(1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.

(2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

(3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

(b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.

(c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that—

(1) Constitutes an assignment of additional work outside the Statement of Work;

(2) Constitutes a change as defined in the contract clause entitled “Changes;”

(3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;

(4) Changes any of the expressed terms, conditions or specifications of the contract; or

(5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

(d) All technical direction shall be issued in writing by the COR.

(e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must—

(1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;

(2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

(3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

(f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled “Disputes.”

(End of clause)

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachment	Description	Number of Pages
J.1	List of Applicable DOE Directives	1
J.2	Service Contract Act Wage Determination	[To be included at time of award.]
J.3	Small Business Subcontracting Plan	[To be included at time of award.]
J.4	List of Deliverables	2

SECTION J
Attachment
J.1 List of Applicable DOE Directives

Directive Number	Title
DOE O 221.1B	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 471.7	Controlled Unclassified Information

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

SECTION J
Attachment
J.2 Service Contract Act Wage Determinations

SCA Wage Determinations can be found at: <https://sam.gov/content/wage-determinations>

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Daniel W. Simms Director		Wage Determination No.: 2015-5489 Revision No.: 20 Date Of Last Revision: 12/27/2022

Note: Contracts subject to the Service Contract Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658.

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 		Executive Order 14026 generally applies to the contract. The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 		Executive Order 13658 generally applies to the contract. The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the Executive Orders is available at www.dol.gov/whd/govcontracts.

State: Utah

Area: Utah Counties of Salt Lake, Tooele

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
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Low-Level Waste & Mixed Low-Level Waste Disposal
 EnergySolutions, LLC
 Contract #: 89303318DEM000005
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01000 - Administrative Support And Clerical Occupations	
01011 - Accounting Clerk I	16.72
01012 - Accounting Clerk II	18.78
01013 - Accounting Clerk III	21.00
01020 - Administrative Assistant	29.02
01035 - Court Reporter	20.29
01041 - Customer Service Representative I	14.56***
01042 - Customer Service Representative II	15.88***
01043 - Customer Service Representative III	17.83
01051 - Data Entry Operator I	16.54
01052 - Data Entry Operator II	18.05
01060 - Dispatcher, Motor Vehicle	22.12
01070 - Document Preparation Clerk	14.97***
01090 - Duplicating Machine Operator	14.97***
01111 - General Clerk I	14.68***
01112 - General Clerk II	16.02***
01113 - General Clerk III	17.98
01120 - Housing Referral Assistant	22.61
01141 - Messenger Courier	15.74***
01191 - Order Clerk I	16.62
01192 - Order Clerk II	18.13
01261 - Personnel Assistant (Employment) I	18.40
01262 - Personnel Assistant (Employment) II	20.59
01263 - Personnel Assistant (Employment) III	22.94
01270 - Production Control Clerk	23.10
01290 - Rental Clerk	14.38***
01300 - Scheduler, Maintenance	18.13
01311 - Secretary I	18.13
01312 - Secretary II	20.29
01313 - Secretary III	22.61
01320 - Service Order Dispatcher	19.77
01410 - Supply Technician	29.02
01420 - Survey Worker	17.83
01460 - Switchboard Operator/Receptionist	14.60***
01531 - Travel Clerk I	18.14
01532 - Travel Clerk II	19.26
01533 - Travel Clerk III	20.19
01611 - Word Processor I	13.94***
01612 - Word Processor II	15.88***
01613 - Word Processor III	17.61
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	22.83
05010 - Automotive Electrician	21.22
05040 - Automotive Glass Installer	19.88
05070 - Automotive Worker	19.88
05110 - Mobile Equipment Servicer	17.15
05130 - Motor Equipment Metal Mechanic	22.57
05160 - Motor Equipment Metal Worker	19.88
05190 - Motor Vehicle Mechanic	22.57
05220 - Motor Vehicle Mechanic Helper	15.80***
05250 - Motor Vehicle Upholstery Worker	18.50
05280 - Motor Vehicle Wrecker	19.88
05310 - Painter, Automotive	21.22

Low-Level Waste & Mixed Low-Level Waste Disposal

EnergySolutions, LLC

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05340 - Radiator Repair Specialist	19.88
05370 - Tire Repairer	14.55***
05400 - Transmission Repair Specialist	22.57
07000 - Food Preparation And Service Occupations	
07010 - Baker	15.52***
07041 - Cook I	14.77***
07042 - Cook II	17.12
07070 - Dishwasher	11.73***
07130 - Food Service Worker	13.40***
07210 - Meat Cutter	17.96
07260 - Waiter/Waitress	10.80***
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.14
09040 - Furniture Handler	13.20***
09080 - Furniture Refinisher	20.76
09090 - Furniture Refinisher Helper	15.46***
09110 - Furniture Repairer, Minor	18.11
09130 - Upholsterer	17.05
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	14.09***
11060 - Elevator Operator	14.01***
11090 - Gardener	23.85
11122 - Housekeeping Aide	12.84***
11150 - Janitor	12.84***
11210 - Laborer, Grounds Maintenance	18.13
11240 - Maid or Houseman	13.57***
11260 - Pruner	16.20
11270 - Tractor Operator	21.97
11330 - Trail Maintenance Worker	18.13
11360 - Window Cleaner	14.36***
12000 - Health Occupations	
12010 - Ambulance Driver	18.07
12011 - Breath Alcohol Technician	21.81
12012 - Certified Occupational Therapist Assistant	30.56
12015 - Certified Physical Therapist Assistant	29.75
12020 - Dental Assistant	18.08
12025 - Dental Hygienist	37.42
12030 - EKG Technician	33.54
12035 - Electroneurodiagnostic Technologist	33.54
12040 - Emergency Medical Technician	18.07
12071 - Licensed Practical Nurse I	20.74
12072 - Licensed Practical Nurse II	23.21
12073 - Licensed Practical Nurse III	25.87
12100 - Medical Assistant	18.10
12130 - Medical Laboratory Technician	22.71
12160 - Medical Record Clerk	20.32
12190 - Medical Record Technician	22.73
12195 - Medical Transcriptionist	18.38
12210 - Nuclear Medicine Technologist	42.81
12221 - Nursing Assistant I	12.14***
12222 - Nursing Assistant II	13.64***
12223 - Nursing Assistant III	14.89***
12224 - Nursing Assistant IV	16.73
12235 - Optical Dispenser	15.25***

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12236 - Optical Technician	18.63
12250 - Pharmacy Technician	18.91
12280 - Phlebotomist	17.66
12305 - Radiologic Technologist	29.64
12311 - Registered Nurse I	24.93
12312 - Registered Nurse II	30.50
12313 - Registered Nurse II, Specialist	30.50
12314 - Registered Nurse III	36.89
12315 - Registered Nurse III, Anesthetist	36.89
12316 - Registered Nurse IV	44.23
12317 - Scheduler (Drug and Alcohol Testing)	28.74
12320 - Substance Abuse Treatment Counselor	29.56
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.95
13012 - Exhibits Specialist II	24.73
13013 - Exhibits Specialist III	30.25
13041 - Illustrator I	19.29
13042 - Illustrator II	23.90
13043 - Illustrator III	29.24
13047 - Librarian	28.51
13050 - Library Aide/Clerk	14.01***
13054 - Library Information Technology Systems Administrator	25.74
13058 - Library Technician	14.42***
13061 - Media Specialist I	18.57
13062 - Media Specialist II	20.78
13063 - Media Specialist III	23.17
13071 - Photographer I	17.13
13072 - Photographer II	19.16
13073 - Photographer III	23.73
13074 - Photographer IV	29.03
13075 - Photographer V	35.12
13090 - Technical Order Library Clerk	17.59
13110 - Video Teleconference Technician	20.11
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.99
14042 - Computer Operator II	22.37
14043 - Computer Operator III	24.94
14044 - Computer Operator IV	27.71
14045 - Computer Operator V	30.69
14071 - Computer Programmer I	(see 1) 25.78
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.99
14160 - Personal Computer Support Technician	27.82
14170 - System Support Specialist	32.00
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	31.89
15020 - Aircrew Training Devices Instructor (Rated)	38.58
15030 - Air Crew Training Devices Instructor (Pilot)	44.10

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15050 - Computer Based Training Specialist / Instructor	35.08
15060 - Educational Technologist	29.28
15070 - Flight Instructor (Pilot)	42.75
15080 - Graphic Artist	24.03
15085 - Maintenance Test Pilot, Fixed, Jet/Prop	44.10
15086 - Maintenance Test Pilot, Rotary Wing	44.10
15088 - Non-Maintenance Test/Co-Pilot	44.10
15090 - Technical Instructor	23.72
15095 - Technical Instructor/Course Developer	29.02
15110 - Test Proctor	19.15
15120 - Tutor	19.15
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.41***
16030 - Counter Attendant	10.41***
16040 - Dry Cleaner	13.84***
16070 - Finisher, Flatwork, Machine	10.41***
16090 - Presser, Hand	10.41***
16110 - Presser, Machine, Drycleaning	10.41***
16130 - Presser, Machine, Shirts	10.41***
16160 - Presser, Machine, Wearing Apparel, Laundry	10.41***
16190 - Sewing Machine Operator	14.85***
16220 - Tailor	15.73***
16250 - Washer, Machine	11.62***
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.40
19040 - Tool And Die Maker	29.12
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	21.75
21030 - Material Coordinator	23.10
21040 - Material Expediter	23.10
21050 - Material Handling Laborer	15.59***
21071 - Order Filler	15.15***
21080 - Production Line Worker (Food Processing)	21.75
21110 - Shipping Packer	14.92***
21130 - Shipping/Receiving Clerk	14.92***
21140 - Store Worker I	13.08***
21150 - Stock Clerk	17.66
21210 - Tools And Parts Attendant	21.75
21410 - Warehouse Specialist	21.75
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	30.49
23019 - Aircraft Logs and Records Technician	23.59
23021 - Aircraft Mechanic I	28.77
23022 - Aircraft Mechanic II	30.49
23023 - Aircraft Mechanic III	32.00
23040 - Aircraft Mechanic Helper	20.13
23050 - Aircraft, Painter	27.04
23060 - Aircraft Servicer	23.59
23070 - Aircraft Survival Flight Equipment Technician	27.04
23080 - Aircraft Worker	25.33
23091 - Aircrew Life Support Equipment (ALSE) Mechanic I	25.33
23092 - Aircrew Life Support Equipment (ALSE) Mechanic II	28.77

Low-Level Waste & Mixed Low-Level Waste Disposal

EnergySolutions, LLC

Contract #: 89303318DEM000005

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23110 - Appliance Mechanic	23.06
23120 - Bicycle Repairer	16.52
23125 - Cable Splicer	46.02
23130 - Carpenter, Maintenance	23.50
23140 - Carpet Layer	19.54
23160 - Electrician, Maintenance	29.02
23181 - Electronics Technician Maintenance I	25.74
23182 - Electronics Technician Maintenance II	27.48
23183 - Electronics Technician Maintenance III	29.23
23260 - Fabric Worker	22.32
23290 - Fire Alarm System Mechanic	24.84
23310 - Fire Extinguisher Repairer	20.69
23311 - Fuel Distribution System Mechanic	29.83
23312 - Fuel Distribution System Operator	22.67
23370 - General Maintenance Worker	21.45
23380 - Ground Support Equipment Mechanic	28.77
23381 - Ground Support Equipment Servicer	23.59
23382 - Ground Support Equipment Worker	25.33
23391 - Gunsmith I	20.69
23392 - Gunsmith II	23.98
23393 - Gunsmith III	27.22
23410 - Heating, Ventilation And Air-Conditioning Mechanic	27.84
23411 - Heating, Ventilation And Air Contidioning Mechanic (Research Facility)	29.51
23430 - Heavy Equipment Mechanic	29.02
23440 - Heavy Equipment Operator	23.93
23460 - Instrument Mechanic	29.69
23465 - Laboratory/Shelter Mechanic	25.58
23470 - Laborer	15.59***
23510 - Locksmith	27.71
23530 - Machinery Maintenance Mechanic	27.98
23550 - Machinist, Maintenance	24.67
23580 - Maintenance Trades Helper	16.37
23591 - Metrology Technician I	29.69
23592 - Metrology Technician II	31.47
23593 - Metrology Technician III	33.03
23640 - Millwright	33.39
23710 - Office Appliance Repairer	24.37
23760 - Painter, Maintenance	18.75
23790 - Pipefitter, Maintenance	29.29
23810 - Plumber, Maintenance	27.53
23820 - Pneudraulic Systems Mechanic	27.22
23850 - Rigger	25.37
23870 - Scale Mechanic	23.98
23890 - Sheet-Metal Worker, Maintenance	23.58
23910 - Small Engine Mechanic	22.51
23931 - Telecommunications Mechanic I	29.02
23932 - Telecommunications Mechanic II	30.76
23950 - Telephone Lineman	24.83
23960 - Welder, Combination, Maintenance	23.24
23965 - Well Driller	29.34
23970 - Woodcraft Worker	27.22
23980 - Woodworker	20.69

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24000 - Personal Needs Occupations	
24550 - Case Manager	17.64
24570 - Child Care Attendant	11.49***
24580 - Child Care Center Clerk	14.32***
24610 - Chore Aide	14.28***
24620 - Family Readiness And Support Services Coordinator	17.64
24630 - Homemaker	17.64
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	29.01
25040 - Sewage Plant Operator	24.38
25070 - Stationary Engineer	29.01
25190 - Ventilation Equipment Tender	20.30
25210 - Water Treatment Plant Operator	24.38
27000 - Protective Service Occupations	
27004 - Alarm Monitor	21.12
27007 - Baggage Inspector	15.33***
27008 - Corrections Officer	21.36
27010 - Court Security Officer	22.12
27030 - Detection Dog Handler	18.83
27040 - Detention Officer	21.36
27070 - Firefighter	22.87
27101 - Guard I	15.33***
27102 - Guard II	18.83
27131 - Police Officer I	27.68
27132 - Police Officer II	30.76
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.58***
28042 - Carnival Equipment Repairer	16.92
28043 - Carnival Worker	11.50***
28210 - Gate Attendant/Gate Tender	15.16***
28310 - Lifeguard	12.14***
28350 - Park Attendant (Aide)	16.97
28510 - Recreation Aide/Health Facility Attendant	12.38***
28515 - Recreation Specialist	21.02
28630 - Sports Official	13.51***
28690 - Swimming Pool Operator	19.60
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	29.20
29020 - Hatch Tender	29.20
29030 - Line Handler	29.20
29041 - Stevedore I	27.19
29042 - Stevedore II	31.17
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	41.26
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	28.46
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	31.33
30021 - Archeological Technician I	17.66
30022 - Archeological Technician II	19.75
30023 - Archeological Technician III	24.47
30030 - Cartographic Technician	24.47
30040 - Civil Engineering Technician	30.28
30051 - Cryogenic Technician I	27.10
30052 - Cryogenic Technician II	29.93

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30061 - Drafter/CAD Operator I	17.66
30062 - Drafter/CAD Operator II	19.75
30063 - Drafter/CAD Operator III	22.02
30064 - Drafter/CAD Operator IV	27.10
30081 - Engineering Technician I	15.21***
30082 - Engineering Technician II	17.07
30083 - Engineering Technician III	19.10
30084 - Engineering Technician IV	23.67
30085 - Engineering Technician V	31.46
30086 - Engineering Technician VI	35.02
30090 - Environmental Technician	25.51
30095 - Evidence Control Specialist	24.47
30210 - Laboratory Technician	22.55
30221 - Latent Fingerprint Technician I	27.10
30222 - Latent Fingerprint Technician II	29.93
30240 - Mathematical Technician	27.53
30361 - Paralegal/Legal Assistant I	19.73
30362 - Paralegal/Legal Assistant II	24.44
30363 - Paralegal/Legal Assistant III	29.90
30364 - Paralegal/Legal Assistant IV	36.18
30375 - Petroleum Supply Specialist	29.93
30390 - Photo-Optics Technician	24.47
30395 - Radiation Control Technician	29.93
30461 - Technical Writer I	24.88
30462 - Technical Writer II	30.43
30463 - Technical Writer III	36.81
30491 - Unexploded Ordnance (UXO) Technician I	26.22
30492 - Unexploded Ordnance (UXO) Technician II	31.73
30493 - Unexploded Ordnance (UXO) Technician III	38.03
30494 - Unexploded (UXO) Safety Escort	26.22
30495 - Unexploded (UXO) Sweep Personnel	26.22
30501 - Weather Forecaster I	27.10
30502 - Weather Forecaster II	32.97
30620 - Weather Observer, Combined Upper Air Or	(see 2) 22.02
Surface Programs	
30621 - Weather Observer, Senior	(see 2) 24.47
31000 - Transportation/Mobile Equipment Operation Occupations	
31010 - Airplane Pilot	31.73
31020 - Bus Aide	13.34***
31030 - Bus Driver	18.93
31043 - Driver Courier	17.30
31260 - Parking and Lot Attendant	14.17***
31290 - Shuttle Bus Driver	18.18
31310 - Taxi Driver	15.58***
31361 - Truckdriver, Light	18.78
31362 - Truckdriver, Medium	20.26
31363 - Truckdriver, Heavy	23.70
31364 - Truckdriver, Tractor-Trailer	23.70
99000 - Miscellaneous Occupations	
99020 - Cabin Safety Specialist	15.47***
99030 - Cashier	11.65***
99050 - Desk Clerk	13.95***
99095 - Embalmer	36.75
99130 - Flight Follower	26.22

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99251 - Laboratory Animal Caretaker I	12.78***
99252 - Laboratory Animal Caretaker II	13.88***
99260 - Marketing Analyst	29.45
99310 - Mortician	36.75
99410 - Pest Controller	18.73
99510 - Photofinishing Worker	15.04***
99710 - Recycling Laborer	24.12
99711 - Recycling Specialist	29.24
99730 - Refuse Collector	21.57
99810 - Sales Clerk	14.13***
99820 - School Crossing Guard	14.04***
99830 - Survey Party Chief	30.00
99831 - Surveying Aide	21.38
99832 - Surveying Technician	27.26
99840 - Vending Machine Attendant	17.51
99841 - Vending Machine Repairer	22.03
99842 - Vending Machine Repairer Helper	17.51

***Workers in this classification may be entitled to a higher minimum wage under Executive Order 14026 (\$16.20 per hour) or 13658 (\$12.15 per hour). Please see the Note at the top of the wage determination for more information. Please also note that the minimum wage requirements of Executive Order 14026 and 13658 are not currently being enforced as to contracts or contract-like instruments entered into with the federal government in connection with seasonal recreational services or seasonal recreational equipment rental for the general public on federal lands.

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors, applies to all contracts subject to the Service Contract Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is the victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.80 per hour, up to 40 hours per week, or \$192.00 per week or \$832.00 per month

HEALTH & WELFARE EO 13706: \$4.41 per hour, up to 40 hours per week, or \$176.40 per week, or \$764.40 per month*

*This rate is to be used only when compensating employees for performance on an SCA-covered contract also covered by EO 13706, Establishing Paid Sick Leave for Federal

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Contractors. A contractor may not receive credit toward its SCA obligations for any paid sick leave provided pursuant to EO 13706.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of twelve paid holidays per year: New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Good Friday, Memorial Day, Juneteenth National Independence Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: This wage determination does not apply to any individual employed in a bona fide executive, administrative, or professional capacity, as defined in 29 C.F.R. Part 541. (See 41 C.F.R. 6701(3)). Because most Computer Systems Analysts and Computer Programmers who are paid at least \$27.63 per hour (or at least \$684 per week if paid on a salary or fee basis) likely qualify as exempt computer professionals under 29 U.S.C. 213(a)(1) and 29 U.S.C. 213(a)(17), this wage determination may not include wage rates for all occupations within those job families. In such instances, a conformance will be necessary if there are nonexempt employees in these job families working on the contract.

Job titles vary widely and change quickly in the computer industry, and are not determinative of whether an employee is an exempt computer professional. To be exempt, computer employees who satisfy the compensation requirements must also have a primary duty that consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

Any computer employee who meets the applicable compensation requirements and the above duties test qualifies as an exempt computer professional under both section 13(a)(1) and section 13(a)(17) of the Fair Labor Standards Act. (Field Assistance Bulletin No. 2006-3 (Dec. 14, 2006)). Accordingly, this wage determination will not apply to any exempt computer employee regardless of which of these two exemptions is

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utilized.

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**** HAZARDOUS PAY DIFFERENTIAL ****

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear"

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materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

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4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1))."

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SECTION J
Attachment
J.3 Small Business Subcontracting Plan

[To be inserted at time of contract award.]

SECTION J
Attachment
J.4 List of Deliverables

All deliverables shall be provided to DOE in an editable electronic format (e.g., Word- or Excel-compatible, rather than Adobe PDF) in addition to hardcopy. Omission of any deliverable from the List of Deliverables does not affect the obligation of the Contractor to comply with such requirement. The due dates/times listed are maximum time periods for delivery, unless the CO allows for longer, in writing; earlier delivery is permitted. The time periods begin running immediately upon the triggering event. See time definitions in Subsection C.5 paragraph 26.

#	Description	Due Date	Contract Reference	Required Action
1.	Notification of Determination of Acceptability of Waste Profile	10 days after completion of determination	C.5-9	None, information only
2.	Notice to Transport	5 days after issuance of a task order	C.5-11	None, information only
3.	Vehicle Surveys	Upon Request by DOE	C.5-12	None, information only
4.	Notification of Infraction	24 hours after discovery	C.5-25	None, information only
5.	Notification of Damage	24 hours after incident	C.5-29	None, information only
6.	Notice of exceeding storage limit	60 days before exceeding limit	C.5-32	None, information only
7.	Licenses, Permits, WAC, Closure Plan, Radioactive Material License (RML), authorizations, exemptions, and modifications	5 working days after request	C.5-35	None, information only
8.	Records retained in accordance with licenses and permits	5 working days after request	C.5-36	None, information only
9.	Non-approved Laboratory Documentation	Before sending samples for offsite analysis <i>or</i> 10 days after request	C.5-37	DOE Approval
10.	Certificate of Disposal	30 working days after disposal	C.5-38	None, information only
11.	Notification of Notice of Violation	48 hours after receipt of violation notice	C.5-39	None, information only
12.	Record of non-conformance for waste under this contract	5 working days after request	C.5-40	None, information only
13.	Notification of event or condition impacting scheduled receipt of waste	24 hours after discovery	C.5-40	None, information only
14.	Waste Disposal Report	5 working days after each anniversary of contract award	C.5-41	None, information only

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#	Description	Due Date	Contract Reference	Required Action
15.	Final Summary Report	30 days after physical completion of work	C.5-42	None, information only
16.	Contract Closeout Plan	30 days after physical completion of work	C.5-42	DOE Approval
17.	Notification of Non-conforming Waste	<u>By telephone</u> : 24 hours after discovery, <i>and</i> <u>In writing</u> : 48 hours after discovery	C.5-43	None, information only
18.	Release of Information	10 days prior to the planned issue date	H.6 and I.95	DOE Approval
19.	Press Releases	10 days prior to the planned issue date	H.6 and I.95	DOE Approval
20.	Disclosure of Lobbying Activities	30 days after the end of the calendar quarter in which a change occurs	I.8	None, information only
21.	System For Award Management Maintenance	1 working day after update	I.16	DOE Approval
22.	Reporting Executive Compensation and First-Tier Subcontract Awards	30 days after contract award <i>and</i> annually thereafter	I.15	None, information only
23.	Updates of Publicly Available Information Regarding Responsibility Matters	Each 6 months after contract award	I.24	None, information only
24.	Subcontracting Plan Reports	30 days after the close of each semi-annual reporting period <i>and</i> 30 days after contract completion	I.41	None, information only
25.	Employment Reports for Special Disabled Veterans and Veterans of the Vietnam Era (Federal Contractor Veterans' Employment Report VETS-100)	Annually by September 30	I.51	None, information only
26.	Bankruptcy Notification	5 days after initiation of proceedings	I.82	None, information only
27.	Contract Usage Report	Annually, by October 31 following each fiscal year	C.5-41	None, information only

(End of list)