

STATEMENT OF WORK

RADIOACTIVE SOURCE WASTE REMOVAL AND DISPOSAL FOR THE USDA NATIONAL CENTER FOR COOL AND COLD WATER AQUACULTURE

The USDA located at 11861 Leetown Road Kearneysville, WV 25430 is where hazardous and non-hazardous wastes are identified and kept at an accumulation point. **This is a one-time pickup of a Cesium-137 Radioactive Source about the size of a quarter.**

The contractor is responsible for removal of a Cesium-137 (0.1193 uCi, dated 5/1/1984) waste, transportation, and proper disposal in accordance with all Federal and State laws and regulations to include:

1. Properly packaging, labeling, and transportation from accumulation site to ultimate disposal.
2. Ensuring waste goes to a properly permitted site with completion and submission of all necessary Federal and State reporting requirements and documentation.
3. Completion of all required documentation, reporting requirements, and manifests for radioactive waste disposal with copies provided to the specific USDA Location Technical Point of Contact (LTPOC) identified as:
 - USDA, National Center for Cool and Cold Water Aquaculture, Attn: Dennis Bennett
2217 Wiltshire Road, Kearneysville, WV 25430

Contractor is responsible for the radioactive waste from the accumulation point until its ultimate disposal to include proper handling, transportation, packaging, labeling, and paperwork required. Violations and penalties are the responsibility of the contractor due to any federal and state laws being violated by the contractor.

Attachments:

1. Scope of Work- Radioactive Waste Disposal SOW 2026

The Scope of Work is as follows:

1.0 Scope of Work

1.1 Objective: The scope of work will provide the USDA- National Cool and Cold Water Aquaculture (NCCCWA) with radioactive waste disposal services. Services include pick-up, transportation, labeling, fate determination, documentation, and audit trails until ultimate treatment or disposal of radioactive waste.

2.0 Requirements

2.1 General Requirements.

2.1.1 The Contractor, as an independent contractor and not an agent of the Government, shall supply the necessary personnel, material and all other items necessary for or incident to performance.

2.1.2 All work performed by the contractor shall comply with all applicable Federal, state and local laws and regulations, including, but not limited to, those promulgated under the Resource Conservation and Recovery Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, and applicable Department of Transportation regulations.

2.1.3 The USDA NCCCWA affirm that the radioactive property placed for disposal under this contract will be accompanied by documentation and markings to properly identify the waste if available.

2.2 Specific requirements

2.2.1 The contractor will provide all services necessary for final treatment/disposal of the radioactive waste listed in accordance with all local, state, and federal laws, and regulations, and the terms and conditions of this contract. These services shall include all necessary personnel, labor, transportation, packaging, equipment and the compilation and submission of all required documents.

2.2.2 Mandatory recycling. USDA- NCCCWA has implemented an affirmative program to promote cost-effective waste reduction and recycling of materials generated in its operations and facilities. Recycling and reuse of materials is preferable to incineration and/or land filling. Thus, the contractor will maintain an approved list of recycling vendors, haulers, and landfills in their vicinity that are authorized by the EPA or state.

Recyclable Materials May Include But Not Limited To:

1. Spent solvents
2. Metals
3. Antifreeze
4. Batteries
5. Paints
6. Used oil or used oil contaminated with gasoline, water, dirt, etc.

2.2.3 Department Of Transportation Requirements. The contractor will comply with and ensure that all applicable subcontractors comply with all requirements of United States Department of Transportation Page 3 of 8 (DoT) regulations, 49CFR Parts 100-199, regarding waste transportation under this contract. Complete compliance with these regulations shall include, but not be limited to, ensuring that emergency response

information is carried on transport vehicles and maintained at facilities where hazardous materials are received, stored, or handled during transportation. Shipping papers will contain an emergency response telephone number supplied by the disposal contractor which is monitored 24 hours a day in order to provide immediate, detailed emergency information to personnel reacting to emergencies. Technical names will be included in the descriptions of materials reflected on shipping papers by "not otherwise specified" (n.o.s.) descriptions. Definitions of the terms used in this clause are those used in 49 CFR 100-199. Contractors must ensure that off-site shipments of hazardous waste are labeled, marked, and placarded according to the U.S. DOT requirements. Contractor remains responsible for proper management of waste even after it leaves USDA NCCCWA property. This includes responsibility for any spill while in transit - see below section 2.2.5.

2.2.4 Transportation Matrix.

2.2.4.1 The contractor shall provide to the USDA NCCCWA designated LTPOC each transporter that may be used to transport the radioactive waste property under this contract. Each transporter must be properly licensed, trained, permitted, conform to the requirements of this contract and be in good standing with the regulatory community. The contractor agrees that no transporters other than those listed will be used without obtaining prior written approval from USDA.

2.2.4.2 For each transporter, the Contractor shall provide all applicable federal/state ID numbers and hauling permit numbers where appropriate. The applicable state hauling permit numbers must be provided for the state(s) where the pick-up sites are located, the state(s) where the interim storage facilities are located as listed in their TSDF plan and the state(s) where the disposal facilities are located as listed in the TSDF plan.

2.2.4.3 The transporters approved for use under this contract are only approved subject to all services being performed in accordance with all federal, state, and local laws and regulations and the transporter's permit.

2.2.5 Spill Responsibility

2.2.5.1 The contractor is solely responsible for any and all spills or leaks and subsequent clean-ups that may be required during the performance of this contract which occur as a result of or are contributed to by the actions of its agents, employees, or subcontractors. The contractor agrees to clean up such spills or leaks to the satisfaction of the USDA and in a manner that complies with applicable Federal, state, and local laws and regulations. The cleanup shall be at no cost to the Government.

2.2.5.2 The contractor shall report all such spills or leaks, regardless of their quantity, to the designated USDA LTPOC immediately upon discovery. A written follow-up report shall be submitted to the USDA designated LTPOC not later than 24 hours after the initial telephonic report. The written report shall be in narrative form and as a minimum include the following:

1. Description of the item spilled (including identity, quantity, manifest no., etc).
2. Whether amount spilled is EPA/state reportable, and if so whether it was reported, and to whom.
3. Exact time and location of spill including a description of the area involved.
4. Containment procedures initiated.
5. Summary of any communications contractor has with press, state officials, or USDA LTPOC's and/or Officials.
6. Description of clean-up procedures employed or to be employed at the site including final disposition and disposal location of spill residue.

2.2.6 Safety

The contractor must perform all operations in a prudent, conscientious, safe and professional manner. At a minimum, contractor's personnel and equipment shall comply with applicable state, Federal, and local laws, safety regulations and procedures, and contractor will ensure that its agents, employees, and subcontractors perform in a safe manner. The contractor shall ensure that all personnel involved in handling and packaging the hazardous waste be trained for the level of expertise required for the proper performance of the task and, in particular, in the areas of chemical incompatibility, general first aid procedures and spills. Handling and personnel protective equipment shall be provided by the contractor and must be appropriate to ensure safe handling of the hazardous waste. The contractor agrees that his personnel and equipment are subject to safety inspections by USDA personnel and government authorities while on USDA property.

2.2.7 Notifications

Except as may otherwise be specified herein, the contractor shall notify the USDA designated LTPOC's at least five calendar days before attempting site visits, analysis or pickups.

2.2.8 Permits

The contractor shall, without additional expense to the USDA be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, state and local laws, codes, and regulations in connection with the execution of the work. This

includes ensuring USDA radioactive waste is sent to licensed, permitted, and approved disposal sites.

2.2.9 Definition of Final Treatment/Disposal

2.2.9.1 For purposes of this contract, final treatment/disposal means either: treatment so that such wastes no longer meet the definition of a hazardous waste as defined in 40 CFR 261; or treatment of a waste by a RCRA handling method specified in 40 CFR Parts 264/265 appendix 1, Table 2, paragraph 2. Waste handling costs that describe methods of storage do not meet the definition of final treatment nor final disposal under this contract. Interim treatment of the waste such that the waste still meets the definition of a hazardous waste as defined in 40 CFR 261 does not meet the definition of final treatment under this contract. Final disposal means disposal of a waste by a RCRA handling method specified in 40 CFR, parts 264/265, appendix 1, table 2, paragraph 3. All facilities used for interim treatment, final treatment Page 5 of 8 or final disposal of items on this contract shall have as a minimum, an EPA/state approved interim status permit showing EPA hazardous waste numbers described in 40 CFR 261, subparts c and d, for each waste the facility is permitted to handle.

2.2.9.2 Mere acceptance of the hazardous waste at a properly permitted treatment, storage, or disposal facility (TSDF) does not meet the definition of final treatment nor final disposal under this contract. It is the contractors responsibility to obtain all necessary documentation to prove that final treatment or final disposal of all items (as defined in paragraph a above) has been accomplished. This documentation shall be attached to the certificate of disposal and submitted with, or prior to, the invoices.

2.2.10 Hazardous and Toxic Wastes In order to determine the volume, types and descriptions of wastes being offered for disposal.

Questions about wastes can be emailed to the LTPOC at:

National Center for Cool and Cold Water Aquaculture:
Dennis Bennett, Safety and Occupational Health Specialist, Dennis.Bennett@usda.gov

2.2.11 Treatment, Storage and Disposal Facility Plan.

2.2.12.1 The Contractor shall identify each treatment, storage and disposal facility (TSDF) which may perform treatment, storage or disposal services under this contract. Each facility must have, as a minimum, EPA RCRA interim status or state approval as a treatment or disposal facility and be in good standing with the regulatory community. The contractor agrees that no facility other than those initially approved for use under this contract will be

used, without first obtaining the written approval of the USDA LTPOC. The appropriate permit/license number, name and address of the permitting/ licensing agency shall be provided.

2.2.12.2 The TSDFs approved for use under this contract are only approved subject to all services being performed in accordance with all federal state and local laws and regulations and the TSDF's permit. The contractor must have the capability to meet the removal and disposal timeframes required by the contract for all waste streams identified in Section 2.1.13 as a minimum. At least one interim storage facility for each waste stream identified in Section 2.1.13 shall be included in the proposal.

2.2.13 Manifesting and Shipping Documents Page

2.2.13.1 A uniform hazardous waste manifest is required for the removal from the USDA NCCCWA property of all hazardous or toxic items. The contractor shall prepare all manifests and ensure for completeness and accuracy prior to removal of any hazardous or toxic wastes from Government property. The contractor shall provide each LTPOC with a copy of the manifest(s), land disposal restriction notification(s), and any other shipping documents for review at least 48 hours prior to removal. The pickup manifests will be reviewed and signed by the appropriate USDA Location Official. Completed Page 6 of 8 copies of all manifests shall be furnished to each specific USDA LTPOC, as well as submitted as attachments to all invoices. Manifests shall be submitted in such a manner as to comply with the timeliness prescribed by the state and EPA regulations.

2.2.13.2 The contractor is required to provide the USDA designated pick-up location specified LTPOC with two (2) copies of any manifest which documents the movement of USDA NCCCWA waste after it has departed the property within 30 calendar days after acceptance at the accepting facility. For example, if waste is shipped from the accumulation site to a facility for storage or treatment, which does not meet the definition of final disposal, then a manifest detailing the acceptance of the waste into the additional facility must be provided within the prescribed timeframe.

2.2.13.3 Each manifest, as well as other documentation required herein shall be clearly and distinctly marked with the contract number and delivery order number as applicable. If blocks are not provided, the contract and delivery order information shall be placed in the upper right-hand corner of each document.

2.2.14 Segregation of Hazardous Waste

All items collected on this contract must be segregated and kept physically separate from any other items until the initial treatment, storage disposal facility (TSDF) is reached. The items must be so marked, that they are readily identified to this contract throughout this

period. In addition, the contractor must ensure that there is a clear audit trail for all items until final treatment/disposal is accomplished.

2.2.15 Statement on Containers

The USDA does not warrant that the drums or containers are suitable for transportation in accordance with DOT regulations. The offeror is cautioned to ascertain and assess the need for overpacking or to recontainerize based on the site visit.

2.2.16 USDA Equipment and Personnel

The USDA shall not furnish any equipment or personnel to assist the contractor in the performance of the contractor's responsibilities under the contract. The Contractor understands that any such offers of assistance are unauthorized, and the contractor shall not accept any such offers.

2.2.17 Waste Analysis Sheets

The contractor shall prepare all waste analysis sheets identified to a specific contract line item that may be required for disposal and provide two copies to each USDA LTPOC.

2.2.18 Detailed Analysis

If the contractor must perform detailed analysis for disposal, copies of the results identified to a specific contract line item shall be provided to the specific USDA LTPOC. Any detailed analysis must comply with all federal, state, and local requirements. Analysis must include determination if hazardous or toxic waste is to be treated, recycled, or ultimately disposed of in a landfill and cost benefits of such determination. Analyses will be provided to the specific USDA LTPOC and method of ultimate disposal will be whichever is most cost effective and agreed upon by the contractor and the USDA.

2.2.19 Treatment of Hazardous Waste on USDA Government Property

Treatment of hazardous waste (including solidification) on USDA Government property is not permitted. Treatment is defined as any process which meets the definition of treatment as set forth in applicable federal, state and local laws and regulations.

2.2.20 Hours of Operation

The contractor agrees that, for those portions of the services provided on USDA property, the services will be provided during the normal hours of operations of 8:00 a.m. to 4:00 p.m. Monday through Friday with exception of federal holidays unless otherwise approved by the specific LTPOC. All onsite services will be scheduled in advance with the specific individual LTPOC.

2.2.21 Loading

The contractor is responsible for loading, including furnishing all the equipment necessary for loading. Unless otherwise provided in the contract, loading will not be performed on Saturdays, Sundays, holidays, or any day that the facility where the items are located is closed.

2.2.21.1 Bulk Items

Bulk items will be measured by one of the following methods. The method used will be whichever is most accurate and agreed upon by the contractor and the USDA LTPOC.

1. Actual weight.
2. Calculated weight. As an alternative to actual weighing, the weight of bulk shipments may be computed, provided that the specified gravity of the material is known and the volume actually picked up is determined. For example, 2,000 gallons of liquid with a specific gravity of 1.4 = calculated weight of 23,344 pounds. ($2,000 \times 1.4 \times 8.337$, where one gallon of water weighs 8.337 pounds). Specific gravity will be obtained from a waste profile sheet.

2.2.21.2 Non-bulk items

For non-bulk items, the contractor shall provide portable scales for outweighing of property. For the purpose of this contract, scales permanently affixed or built into a vehicle are considered portable scales. Prior to the use of portable scales at each pickup site, the contractor must demonstrate reasonable weight accuracy to the USDA LTPOC's. Only materials to be removed by the contractor will be weighted. Pallets, boxes, stripping, etc., which are not integral parts of the packaging and are not being removed by the contractor will not be included in the weight.

2.2.22 Reports

2.2.22.1 The contractor shall prepare a Certificate of Disposal. This certificate is to be submitted prior to the invoices to each specific LTPOC. Any differences between the contract inventory and what was actually picked up or disposed of must be thoroughly described and documented.

2.2.22.2 Certificate of Recycling. The contractor shall prepare a Certificate of Recycling for any waste that is recycled. This certificate is to be submitted prior to the invoices. One copy of each certification of recycling signed by a responsible company official for property removed will be provided to the specific LTPOC.

2.2.23 Empty Containers

2.2.23.1 Prior to reuse or sale of empty containers, the contractor shall:

- Comply with the cleaning requirements of 40 CFR 261.7.
- Obliterate all markings and labels.

2.2.23.2 The contractor shall be exempt from this requirement only if the containers are crushed and sent to a scrap operation, crushed and sent to a landfill, or the containers are physically disposed of concurrently with their contents (i.e., incineration/landfill).

2.2.25 Packaging, Marking and Labeling

2.2.25.1 The contractor shall package, mark, label and placard all items in such a manner that all applicable federal, state, and local EPA and DoT regulations are met. Packaging, shipping names, marking, labelling placarding, etc., under the terms of this contract will be in accordance with 49 CFR and 40 CFR. If items must be packaged for proper shipment, the contractor shall perform such repackaging and furnish all required materials. When repackaging is necessary, the contractor shall be responsible for disposal of the original container and placarding in a manner that complies with all applicable federal, state, and local EPA and DOT regulations. The contractor shall also provide and affix appropriate placards to each vehicle prior to leaving USDA premises and ensure that all other DOT transporter requirements are met.

2.2.25.2 If the contractor elects to package compatible items in the same container, then the contractor must provide an all-inclusive packing list showing each item and its respective quantity. This list shall be placed outside the outer most container. A copy of the packing list must be attached to the manifest. Contractor furnished overpack containers and materials will not be included in the total weight calculations.