

**BLANKET MASTER CONTRACT NO. 7132**  
**BECHTEL BWXT IDAHO, LLC (BBWI)**  
 2525 Fremont Avenue, P. O. Box 1625, Idaho Falls, ID 83415-3521  
 OPERATING UNDER U. S. GOVERNMENT CONTRACT NO. DE-AC07-99ID13727

To: Perma-Fix Environmental Services, Inc.  
 657 Gallaher Road  
 Kingston, TN 37763

Effective Date: 04/11/2002

To: Phillip Gray  
 Phone: (208) 552-9793  
 Fax: (208) 552-9793

Completion Date: 09/30/2002

**1. STATEMENT OF WORK**

- 1.1. The Subcontractor shall furnish the following services, in accordance with the requirements, terms and conditions specified or referenced in this Blanket Master Contract (BMC): Treatment & Disposal Services in accordance with the Statement of Work entitled, "Treatment and Disposal of Liquid Mixed Low-Level Waste," dated 03/01/2002.
- 1.2. This BMC establishes an agreement between the parties, with no initial work assignments and no initial monetary commitments, under which tasks may be ordered by BBWI. The Releases shall be fixed-price orders with specific work. BBWI shall not pay for any work performed by the Subcontractor which is not required by an appropriately executed Release. The execution of a Release by the parties to this Agreement shall cause the work to be performed in accordance with the provisions of the Release and the provisions hereof. As appropriate, for a particular Release, a provision(s) of this Agreement may be modified in a Release and such modification shall apply only to that Release. Each Release shall indicate: (1) scope of work; (2) pricing; (3) period of performance; (4) method of payment if different than that provided herein; and (5) such other information and provisions as are agreed upon by the parties. The execution of this Agreement does not obligate BBWI to assign any work to the Subcontractor, but it shall be the responsibility of the Subcontractor without any cost or expense to BBWI to provide proposals, upon request, for Releases hereunder.

Procurement Agent: Scott A. Drewes	Telephone: (208) 526-1554	Price: \$0
Ship via: N/A	F.O.B./Trans.: N/A	Cash Terms: Net 30 Days
<b>Billing Address:</b> Accounts Payable BBWI P. O. Box 1625 Idaho Falls, ID 83415-3117  Procurement Fax No.: (208) 526-7744  <div style="text-align: center;"> <b>PQA-06</b>             APR 11 2002         </div>	Signed: 	4-15-02 Date
	Title: <u>Director, Supply Chain Management &amp; Contracts</u>	
	Signed: _____	Date
	(Subcontractor's Official)	
Title: _____		
Return one signed copy of this BMC to BBWI.		

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**2. RESOURCES**

- 2.1. The Subcontractor shall provide all resources, e.g., materials, labor, tooling, equipment and facilities, necessary to fulfill the requirements of this BMC, except as otherwise specified.

**3. APPLICABLE DOCUMENTS**

The following document(s) are incorporated into, and become a part of, this BMC:

- 3.1. Statement of Work entitled, "Treatment and Disposal of Liquid Mixed Low-Level Waste," dated 03/01/2002.
- 3.2. Quality Clauses Applicable to Blanket Master Contract No. 7132.
- 3.3. Form 540.16# (11-18-99 Rev. #1) "Interface Document."
- 3.4. Perma-Fix Facilities Qualified to Treat INEEL Liquid MLLW under BMC No. 7132.

**4. TERMS AND CONDITIONS**

- 4.1. **General Provisions:** The following document is incorporated by reference and hereby forms a part of this action: Bechtel BWXT Idaho, LLC General Provisions for Nonconstruction Subcontracts and Purchase Orders, Form PROC-183 Rev. February, 2002. Note: BBWI's General Provisions are available at the following Internet address:  
<http://www.inel.gov/procurement/formsdocuments.asp>

4.2. **Special Provisions:**

- 4.2.1. **Regulatory Compliance, Permits and Licenses:** The Subcontractor shall currently possess and maintain all applicable licenses and permits for operating the Subcontractor's facility for performance of the work, including, but not limited to, the following:
- 4.2.1.1. United States Nuclear Regulatory Commission (NRC) or NRC Agreement State radioactive materials license.
- 4.2.1.2. Air quality permits, such as, National Emissions Standards for Hazardous Air Pollutants (NESHAPs).
- 4.2.1.3. Water discharge permits, such as, National Pollution Discharge Elimination System (NPDES).
- 4.2.1.4. Resource Conservation and Recovery Act (RCRA) Part A and/or Part B Permit.
- 4.2.1.5. Environmental Protection Agency Identification Number and statement of generator status.
- 4.2.1.6. All other permits required by Federal, State, and local agencies for operating the Subcontractor's process facilities and equipment.
- 4.2.1.7. Copies of permit or license amendments which impact the treatment or disposal of BBWI liquid mixed-low-level waste (LMLLW) shall be provided to BBWI within 30 days of the Subcontractor request for amendment issue date, and again 30 days after

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regulatory agency amendment approval date. All activities associated with LMLLW treatment and disposal shall be in accordance with applicable federal, state, and local statutes and regulations.

- 4.2.1.8. The Subcontractor must provide BBWI, within 20 days of violation notice, any and all Department of Transportation (DOT), environmental, U.S. Occupational Safety and Health Administration (OSHA), and governmental agency Notice of Violation (NOV) received by all the facilities involved in providing services under this BMC.
- 4.2.2. Insurance and Financial Assistance: The Subcontractor shall maintain adequate financial assurances in accordance with EPA regulations, and NRC, or NRC Agreement State requirements throughout the BMC term.
- 4.2.3. Adverse Consequences: To prevent disruption in the services to be provided, the Subcontractor shall notify BBWI within 48 hours of receipt of information that may adversely affect the Subcontractor's ability to perform. Such information includes, but is not limited to the following:
  - 4.2.3.1. Information concerning pending or actual litigation.
  - 4.2.3.2. Any incident that has occurred in a facility, or information concerning noncompliance with or violation of any applicable statute, regulation, permit condition, ordinance, or other law.
  - 4.2.3.3. This requirement applies to all facilities to which waste is transferred through final disposition.
- 4.3. Certification of Eligibility: Subcontractor, by entering into this BMC, certifies that it is not debarred, or proposed for debarment, or suspended or has not otherwise been declared ineligible from receiving Federal contracts. Disclosure that Subcontractor was ineligible for Federal contracts on or before the effective date of this BMC shall constitute an additional basis for termination under the Default Article of the General Provisions.
- 4.4. Sales Tax: BBWI has been granted Direct Pay Authority for Idaho Sales Tax by the Idaho Tax Commission.
- 4.5. Byrd Amendment: Subcontractor shall comply with FAR 52.203-12, Limitations on Payments to Influence Certain Federal Transactions.
- 4.6. Anti-Kickback Act: By acceptance of this BMC, Subcontractor certifies that it has not and shall not make or solicit kickbacks in violation of the Anti-Kickback Act of 1986.
- 4.7. Toxic Chemical Release Inventory Reporting
  - 4.7.1. As used in this clause, "Toxic Chemical Release Inventory Reporting," the Emergency Planning and Community Right to Know Act of 1986 (42 U.S.C. 11001-11050) (EPCRA) and the Pollution Prevention Act of 1990 (42 U.S.C. 13101-13109)(PPA), established programs to protect public health and the environment. Under these Acts, certain businesses

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- are required to submit reports each year on the amounts of toxic chemicals their facilities release into the environment.
- 4.7.2. The Subcontractor shall comply with its certification entitled, "Certification of Filing Toxic Chemical Release Inventory Reporting Form (Form R)," which was part of its proposal and is expressly incorporated herein by reference.
- 4.7.3. The Subcontractor shall insert in all first tier subcontracts a clause substantially the same as this clause (without this paragraph).
- 4.7.4. Remedies. If the Subcontractor inaccurately, incompletely or falsely certified as to a facility's compliance with the reporting requirements of EPCRA section 313 and PPA section 6607, or if any of the Subcontractor's facilities has deliberately not filed a Toxic Chemical Release Form, or deliberately not submitted complete information, BBWI may terminate the BMC or take other appropriate action.
- 4.8. Interface Document: Subcontractor shall use the Interface Document (ID), Form #540.16, to request clarification of, or to request relief or deviation from, a requirement(s) of this BMC, including BBWI-approved, Subcontractor-originated documents, otherwise herein designated as "Vendor Data" or "Supplier Data." The ID shall be executed in accordance with the instructions accompanying Form 540.16 that pertain to the version of the form designated as the Supplier Interface Document (SID). SID approval to be relieved or to deviate from a requirement(s) of this BMC must be obtained by the Subcontractor prior to shipment. All clarifications of, or deviations from, a requirement(s) of this BMC shall be incorporated into the affected BMC document(s), using red indelible ink. The only acceptable method of incorporating a clarification/deviation into a BMC document is by: 1) drawing a single red line through the affected requirement(s) on the affected document(s); 2) "clouding," or otherwise highlighting, the clarified/deviated requirement; 3) initialing and dating (by the individual incorporating the clarification/deviation); and 4) referencing the number of the SID that authorized the clarification/deviation.
5. **PRICE**
- 5.1. Releases issued hereunder will be on a fixed-price basis. Subcontractor shall provide the services required by this BMC in accordance with each Release. Unless otherwise specified herein, only BBWI personnel identified in the "Administrative and Legal Jurisdiction" paragraph may issue Releases under this BMC.
- 5.2. Fixed-Price Releases: Prices for Releases issued under this BMC shall be based on statements of work provided in solicitations for the Releases. Subcontractor shall provide fixed-price proposals for Releases based on profiles, furnished by BBWI, of the waste to be processed.
- 5.3. Treatment Contingency: Any BBWI liquid mixed-low-level waste that fails to meet disposal facility Waste Acceptance Criteria (WAC) and/or Land Disposal Restrictions (LDRs) after treatment by the Subcontractor shall be reprocessed by the Subcontractor at no additional cost to BBWI until the waste qualifies for disposal. If all attempts to reprocess the waste fail, the Subcontractor shall return the waste to BBWI for storage. Subcontractor shall bear all processing and return transportation expense for any BBWI waste that Subcontractor is unable to treat.
- 5.4. Invoicing and Payment: Invoicing and Payment shall be as follows:

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- 5.4.1. Subcontractor shall be paid 50% of the value of each Release after Subcontractor's receipt of material, return of the shipping manifest and submittal of a proper invoice.
  - 5.4.2. Subcontractor shall be paid 35% of the value of each Release after processing has been completed, after Subcontractor has certified that waste meets applicable land disposal restriction (LDR) treatment standards and that the disposal facility waste acceptance criteria (WAC) have been met, and after submittal of a proper invoice. If necessary, a separate invoice may be issued for transportation costs from the treatment facility to the disposal facility after receipt of a shipping manifest showing that the shipment has been accepted at the disposal facility.
  - 5.4.3. Subcontractor shall be paid the balance of the value of each Release after BBWI receives certificate of disposal/destruction documentation and a proper invoice.
  - 5.4.4. Invoices must be substantiated by records and a breakdown or list of services covered by each invoice. Courtesy copies of shipping manifests and certificate of disposal/destruction documentation shall be provided with invoices when applicable. The Subcontractor shall maintain suitable records so that charges can be verified.
6. **COMPLETION DATE**
- 6.1. This BMC shall be in effect through 09/30/2002.
  - 6.2. Option: BBWI reserves the right, at its sole discretion, to extend the performance period by two, one-year periods prior to the expiration date established herein. Expiration of the BMC period shall not affect outstanding Releases. The period of performance for each option year shall be as follows: option period one: 10/01/2002 through 09/30/2003; option period two: 10/01/2003 through 09/30/2004.
  - 6.3. **Shipping/Transportation Terms**
    - 6.3.1. BBWI will arrange outbound transportation and act as shipper of record for waste shipped to the Subcontractor under this BMC.
    - 6.3.2. If Subcontractor is unable to treat any BBWI waste, return of the waste must be coordinated with the BBWI Procurement Agent and the BBWI Packaging and Transportation Department (Shipping Coordinator @ 208-526-0132). BBWI must be given 30 days advance notice prior to shipment. No deliveries will be received on Fridays, Saturdays, Sundays or Holidays, nor after 3:30 p.m. Monday through Thursday, unless specific prior authorization is obtained from one of the BBWI personnel identified in the "Administration and Legal Jurisdiction" paragraph.
    - 6.3.3. Subcontractor shall provide shipping manifests and certificate of disposal/destruction documentation to: BBWI Packaging and Transportation Department, Attn: Shipping Coordinator, INEEL, MS 4105, P.O. Box 51701, Idaho Falls, ID 83415-4105.
    - 6.3.4. The BMC and Release number must appear on all shipping containers, documents, invoices and correspondence.

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**6.4. Packing, Packaging, and Marking**

- 6.4.1. Any hazardous material covered hereunder shall be packaged, marked, labeled and certified to be in condition for transportation, in accordance with Hazardous Material Regulations of the U.S. Department of Transportation. Costs incurred by BBWI to correct any noncompliance will be charged back to Subcontractor. Without limiting the force and effect of any of the other provisions, herein, Subcontractor warrants that all of the materials covered hereunder will be completely and accurately labeled pursuant to the requirements of 40CFR Part 82, "Protection of Stratospheric Ozone," or that such materials do not require such labeling.

**7. INSPECTION/ACCEPTANCE**

- 7.1. Due to the quality significance of the services being acquired by this BMC, Subcontractor's attention is directed to Article A.7 of the General Provisions. This emphasis shall not be construed in any way to diminish the mandate to comply with, or the enforceability of, any of the General Provisions or other requirements applicable to this BMC.
- 7.2. Final inspection of material, equipment or services under this BMC will be performed at the INEEL and is subject to the following "final acceptance" paragraph:
- 7.3. Acceptance under Releases issued hereunder occurs at the time BBWI authorizes final payment.

**8. ADMINISTRATION**

- 8.1. Subcontractor Administration: The Subcontractor's responsibilities shall be administered by Phillip Gray.
- 8.2. Administrative and Legal Jurisdiction. Unless the Subcontractor is otherwise notified in writing, BBWI's responsibilities under this action shall be administered by Scott A. Drewes, or an authorized Procurement Agent/Subcontract Administrator (terms considered interchangeable) named herein or Procurement Manager.
- 8.3. Technical Jurisdiction and Occurrence Reporting Representative. All work performed under this BMC shall be under the technical jurisdiction of Kevin Kooda. Such jurisdiction is to extend only to the assignment and coordination of work within the work under Releases pursuant to this Agreement.
- 8.4. Notices: Any notice provided for this action shall be considered as having been given:
- 8.4.1. To BBWI, if mailed electronically via e-mail ("sad@inel.gov") or fax, or if delivered personally to Scott A. Drewes, or if mailed by U. S. Mail addressed to Scott A. Drewes, Bechtel BWXT Idaho, LLC, Mailstop 3521, P. O. Box 1625, Idaho Falls, Idaho 83415 - 3521; or
- 8.4.2. To the Subcontractor, if delivered personally to its duly authorized representative at the site of work, or if mailed electronically via e-mail or fax, or by U. S. Mail addressed to the Subcontractor at 657 Gallaher Road, Kingston, TN 37763.