U.S. DEPARTMENT OF ENERGY
BASIC ORDERING AGREEMENT
DE-AK05-01OR22876
AMENDMENT NUMBER M003

This Basic Ordering Agreement (BOA) between **ToxCo, Inc.** (hereinafter "Contractor") and the Department of Energy (hereinafter "DOE") is entered into to provide services to all federal agencies and their prime contractors in accordance with the following:

1. This Agreement is for the services described in Appendix A.

2. General Terms and Conditions are included in Appendix B, and made a part hereof.

3. The parties agree that any federal agency, or any entity having a prime contract with said agency, may place task orders (hereinafter "order(s)") under this BOA for federal government work requirements. Any federal agencies' prime contractors may issue orders with written authorization from that agency's authorized Contracting Officer. Each requiring organization shall place its own orders under this Agreement as set forth under the Federal Acquisition Regulation, section 16.703.

4. The Government, through the US Department of Energy, Oak Ridge Operations Office, intends to award multiple BOA's for the services described herein. A competitive bid process among those Contractors awarded a BOA for these services will determine the price for the services. Federal agencies and their prime Contractors reserve the right to use other criteria, in addition to price, in determining which Contractor will receive an order under the BOA.

5. The purpose of this modification is to 1) modify language in Article 1 on the term of the BOA; 2) add language in Article 4 concerning mutual agreement of laws and regulations; 3) update the DOE BOA Administrator; 4) update the Contractor's address; 5) add 52.204-7 Central Contractor Registration Clause; 6) incorporate a new Reporting Requirements Checklist; and 7) add language in Appendix A concerning Title and Possession.

ARTICLE 1 - SCOPE OF WORK

The Contractor agrees to furnish such services as described herein as the Government or any of its applicable prime Contractors may order during the term of this Agreement. Any such order shall become a binding contract upon the Contractor's and Government's acceptance of the order. All orders placed hereunder shall reference the number of this BOA (DE-AK05-01OR22876) and the order number assigned by the ordering agency office and/or applicable prime contractor administrator. The DOE BOA Administrator listed in Article 3 below is available to clarify understanding of the BOA only. The DOE BOA Administrator does not issue orders or award contracts. The term of this BOA is five years, beginning on the date the BOA award (M000) is signed on behalf of the Government.

"DUPLICATE ORIGINAL"

ARTICLE 2 - DELIVERY/PAYMENT

The work specified in Article 1 shall be completed and delivered as stated in each individual order. Payment for completed services will be made by the organization issuing the order.

ARTICLE 3 - ADMINISTRATIVE

DOE BOA Administrator -
Name: Connie Bayless
Telephone Number: (865) 241-6413
Address:
Oak Ridge Operations Office
P.O. Box 2001
Oak Ridge, TN 37831

Contractor's BOA Administrator -
Name: David S. Eaker
Telephone Number: (865) 482-5532
Address:
109 Flint Road
Oak Ridge, TN 37830

ARTICLE 4 - SITE-SPECIFIC TERMS AND CONDITIONS

The Contractor acknowledges that the organization issuing an order under this BOA may have requirements unique to its mission and/or geographic location, including statements of work. Therefore, the Contractor agrees that the organization placing an order under this BOA reserves the right to incorporate, subject to mutual agreement of the federal agency and the Contractor, its own local site-specific terms & conditions relative to the Environment, Safety and Health considerations as well as FAR, Agency-specific acquisition regulations, or other applicable regulations and laws.

ARTICLE 5 - CONTRACTOR FACILITY APPROVAL

The following contractor facility (facilities) are approved work performance sites under this BOA. Other contractor facilities may be approved subject to an acceptable site quality assurance audit performed by a representative of the DOE Contracting Officer for this BOA. Work may not be performed at other contractor sites until this BOA is modified in writing.

***ToxCo., Inc.**
Toxco Materials Management Center
109 Flint Rd.
Oak Ridge TN 37830

* Highest classification level storage capability at this site: Unclassified

Agreed to by both parties as indicated below:

For the Contractor;

Name (typed): David S. Eaker
Title: Vice President, Metals
Signature: David S. Eaker
Date: 8/6/04

For the Government;

Name (typed): Mark A. Million
Title: Contracting Officer
Signature: Mark A. Million
Date: 9/30/04

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APPENDIX A - STATEMENT OF WORK FOR MATERIALS DISPOSITION

Introduction:

The Government desires to divest itself of surplus Material such as scrap metal, equipment, vehicles, etc., that cannot be made available to the general public. The Material is currently located at sites across the Government complex. The Material is believed to have some value to certain commercial enterprises, therefore, the Material is not considered waste. The Material meets the definition of personal property as stated in the Federal Acquisition Regulation. Some of the Material may be radioactively contaminated and regulated under The Atomic Energy Act of 1954 as amended.

Background:

The federal government and in particular the U.S. Department of Energy Complex has an indeterminate amount of potentially contaminated radioactive Material that could be recycled, reused or buried. The Material is in the form of small to large pieces of metal, structural steel, equipment and vehicles. The Material may be in scrap piles, outside locations and stored in containers, and/or it may be located within underutilized or abandoned facilities. In some cases the Material may be attached and/or part of the building in which they are located.

Scope:

General – The Contractor shall disposition the Material by decontamination, sorting, segregating, or by other means, processing the Material at the Contractor's facility(ies). The requirements shall be specified in each order. Hereafter referred to as "order(s)". The order may include removal, characterization, packaging, and transportation to the Contractor's facility.

Security – The requiring organization shall make the determination if the Material has security concerns. If the Material to be dispositioned requires special handling or processing due to classification, Unclassified Controlled Nuclear Information (UCNI), or Export Controlled Information (ECI) specific requirements shall be detailed within the individual orders. It is anticipated that such requirements will be minimal, but where applicable shall likely require certified destruction or reconfiguration of the affected Material. Where required, methods of destruction or reconfiguration may be proposed by the contractor for approval by the organization issuing the order. Contractors may not be able to perform those orders requiring security clearances until such clearances are obtained.

Radioactive Property - When the Material subject to transfer is radioactively or potentially contaminated the contractor shall comply with federal requirements for all activities performed at that site. It is anticipated only minimal decontamination processing to expedite handling, loading, and transporting of the Material will be permitted at the federal work site. Material located at the contractor's facilities shall be managed and regulated in accordance with the terms and conditions of its NRC or NRC Agreement State license.

Environment, Safety and Health (ES&H) and Quality Assurance (QA) - The ES&H and QA requirements will likely vary with each order depending on what work (if any) will be performed on the government's site. If the order requires dismantling for parts or equipment on a government site there would likely be additional ES&H and QA requirements. The organization

issuing the order shall be required to detail the ES&H and QA requirements associated with a given order.

Onsite Actions, Packaging, and Transportation - For some tasks, the contractor shall be responsible for removal of the Material from designated facilities and/or storage areas. Onsite actions shall be defined by each order. The requiring organization shall provide the best information available on the description, characterization, and history of the Material. The removal and transportation of the Material by the Contractor shall be done in compliance with all applicable State Federal, and local laws and regulations.

Title and Possession – To the extent permitted by applicable law, the government's intent is to transfer title to all the Material at some point in the disposition process. The point of title transfer and possession shall be clearly defined in each order. Possession shall occur no later than at the point of receipt at the Contractor's facility. If there are no security concerns with the material under an order, title transfer will likely be concurrent. If the Material has security concerns the title will transfer after the security concerns are resolved and prior to any unrestricted release of Material or final disposition of the Material.

Applicable Directives:

1. The Contractor shall maintain all required licenses/permits to conduct the scope of each applicable task, including shipping, storage, handling and waste disposal.

2. The Contractor shall perform all work in accordance with federal, state, and local rules, regulations and standards and within the limits of the Contractor's permit or license.

3. The Contractor shall comply with quality assurance requirements as established by Nuclear Quality Assurance manual (NQA-1), Quality Assurance Program Requirements for Nuclear Facilities.

4. Any other applicable organization directives (e.g. DOE Orders and/or Site-specific procedures) shall be specified in each order.

Performance Requirements:

Specific performance requirements shall be delineated for each order.

General Requirements -The Department of Energy, Oak Ridge Operations, National Center of Excellence for Metals Recycle (NMR) is the sponsor of this BOA. NMR reserves the right to conduct annual quality assurance audits to the requirements of the Contractor's NRC or NRC Agreement State license. All organizations that issue orders under this BOA will rely on the NMR annual audits and shall not conduct their own. If NMR finds major concerns during an audit, the Contractor shall not be allowed to participate in the competition for any orders until the finding is corrected and approved by NMR. NMR, or a contractor for NMR, may also conduct surveillance.

1. The Contractor shall have the legal authority to possess and process radioactive materials, such as a NRC license or NRC Agreement State radioactive material license.

2. The Contractor shall comply with all applicable Federal and State requirements including

EPA, OSHA, DOT and NRC/NRC Agreement State regulations. The Contractor shall notify DOE if any of their licenses or permits has expired, been revoked, or is under any other action by regulators that shall not allow the Contractor to accept Material for processing.

3. The Contractor shall provide DOE the results of regulatory audits conducted, or Notices of Violations issued by regulators.

4. The Contractor shall have health and safety programs that meet the requirements of their licenses or permits to handle Material in the specific order.

Deliverables

For each order the Contractor shall provide an annual Mass Balance Report in accordance with the attached format delineating the Material dispositioned under that order to the BOA Administrator listed in Article 3. One copy shall also be provided to the activity or site issuing the order. Annual Mass Balance Reports shall be due on February 1st for the previous year. Additional deliverables may be specified in each order.

APPENDIX B - GENERAL TERMS AND CONDITIONS

General Terms and Conditions will be identified and incorporated for each order as directed in FAR Part 16.703 (c) (1)(ii).

PART I of APPENDIX B

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ITEMS BEING ACQUIRED

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this BOA as furnished by the Government) necessary for the disposition of material as delineated in individual orders. The Government, in accordance with the procedures outlined herein, will direct specific detailed performance requirements (including any necessary reporting requirements) in the order.

B.2 OBLIGATION OF FUNDS

The amount of funds obligated and made available for payment will be stated in each order.

B.3 PRICE

In consideration of the performance under Agency-issued orders, the Contractor shall be paid the consideration identified in each order; which consideration shall constitute complete payment for all services and materials furnished and accepted pursuant to the order.

SECTION C - DESCRIPTIONS/SPECIFICATIONS

C.1 STATEMENT OF WORK – SEE APPENDIX A

SECTION D - PACKAGING AND MARKING

D.1 MARKING

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

(1) Identifies the contract by number under which the item is being delivered.

(2) Identifies the deliverable Item Number or Reporting Requirement that requires the delivered item(s).

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

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Inspection and acceptance of all items delivered under this BOA shall be accomplished by the federal organization issuing the order.

[End of Clause]

E.2 52.246-4 INSPECTION OF SERVICES--FIXED-PRICE (AUG 1996)

(a) Definitions. "Services," as used in this clause, includes services performed, workmanship, and material furnished or utilized in the performance of services.

(b) The Contractor shall provide and maintain an inspection system acceptable to the Government covering the services under each Agency-issued contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the Government during contract performance and for as long afterwards as the contract requires.

(c) The Government has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The Government shall perform inspections and tests in a manner that will not unduly delay the work.

(d) If the Government performs inspections or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, at no increase in contract price, all reasonable facilities and assistance for the safe and convenient performance of these duties.

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may (1) require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and (2) reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may (1) by contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service or (2) terminate the contract for default.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEPT 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, or any extension, the Contractor shall, in place of actual damages, pay to the Government as fixed, agreed, and liquidated damages, for each calendar day of delay the sum of as specified in each order.

(b) Alternatively, if delivery or performance is so delayed, the Government may terminate this contract in whole or in part under the Default-Fixed-Price Supply and Service clause in this contract and in that event, the Contractor shall be liable for fixed, agreed, and liquidated damages accruing until the time the Government may reasonably obtain delivery or performance of similar supplies or services. The liquidated damages shall be in addition to excess costs under the Termination clause.

(c) The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises out of causes beyond the control and without the fault or negligence of the Contractor as defined in the Default-Fixed-Price Supply and Service clause in this contract.

F.2 52.242-15 STOP-WORK ORDER (AUG 1989)

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either—

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if—

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for he convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination sett ement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for

(e) default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

F.3 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

(a) If the performance of all or any part of the work of this contract is delayed or interrupted

(1) by an act of the Contracting Officer in the administration of this contract that is not expressly or impliedly authorized by this contract, or (2) by a failure of the Contracting Officer to act within the time specified in this contract, or within a reasonable time if not specified, an adjustment (excluding profit) shall be made for any increase in the cost of performance of this contract caused by the delay or interruption and the contract shall be modified in writing accordingly. Adjustment shall also be made in the delivery or performance dates and any other contractual term or condition affected by the delay or interruption. However, no adjustment shall be made under this clause for any delay or interruption to the extent that performance would have been delayed or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an adjustment is provided or excluded under any other term or condition of this contract.

(b) A claim under this clause shall not be allowed (1) for any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved, and (2) unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

F.4 TERM OF THE BOA AND CONTRACT ORDER

The term of this BOA is five years. The term of individual orders will be specified in each order but will not exceed the term of the BOA.

F.5 DELIVERY REQUIREMENTS

The services provided under this Basic Ordering Agreement shall be delivered in accordance with the schedule specified in the order.

F.6 PRINCIPAL PLACE OF PERFORMANCE

As specified in each order.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 CORRESPONDENCE PROCEDURES

All correspondence submitted by the Contractor (except for invoices and reports) shall be subject to the following procedures:

(a) Technical Correspondence. Technical correspondence concerning performance of this contract shall be addressed to (as specified in each order).

(b) Non-technical Administrative Correspondence. All correspondence, other than technical correspondence, shall be addressed to (as specified in each order).

(c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number (as specified in each order), as illustrated below:

"SUBJECT: Contract No. [ ] (Insert the contract number) [ ] (Insert subject topic after contract number, e.g., "Request for subcontract placement consent")".

G.2 SUBMISSION OF VOUCHERS/INVOICES

The Contractor shall submit invoices in accordance with the terms and conditions provided in each order.

G.3 CONTRACTING OFFICER'S REPRESENTATIVE

A Contracting Officer's Representative (COR) may be designated in an order to represent the Contracting Officer in the technical phases of the work. The COR is not authorized to change any of the terms and conditions of the order. Changes in the Scope of Work will be made only by the Contracting Officer by properly written modification(s) to the order. Additional Contracting Officer's Representative(s) for other purposes as required may be designated by the Contracting Officer.

G.4 CONTRACT ADMINISTRATION

Each order issued under this Basic Ordering Agreement will identify the individuals at the Organization site(s) who will administer the order.

G.5 DEFINITIONS (DEC 1999)

The following special definitions are provided for this BOA:

Contracting Officer (CO) - The person with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for the order, the term "Ordering Contracting Officer"(OCO) may be used interchangeably.

Contracting Officer's Representative (COR) - The Contracting Officer's designated representative whose responsibilities apply to the overall order.

Ordering Contracting Officer (OCO) - The person with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for the specific Order issued under this BOA and who is specified in the Delivery Order.

Ordering Contracting Officer's Representative (OCOR) - The Ordering Contracting Officer's designated representative whose responsibilities apply to the specific Order issued under this BOA and who is specified in the Order.

SECTION H - SPECIAL BOA INFORMATION AND ORDER REQUIREMENTS

H.1 MULTIPLE BASIC ORDERING AGREEMENT AWARDS

Basic Ordering Agreements (BOAs) for the services described herein will be established with multiple Contractors and orders will be awarded on a competitive basis. The Government shall continue to solicit offers for additional BOAs after the initial BOAs are established and reserves the right to award additional BOAs with qualified sources.

[End of Clause]

H.2 ORDERING PROCEDURE

Firm-fixed price offers for each order will be solicited from those firms that have been awarded a Basic Ordering Agreement. The Government and/or its prime contractors reserve the right to use other criteria, in addition to price, in determining which Contractor will receive an order. Each request for offer will state the evaluation criteria to be used by the Government or the prime contractor. The actual award of an order will be made using an Optional Form 347 (as shown in the FAR Part 53). Prime contractors, if authorized to place orders under this BOA, may use a locally produced form in lieu of Optional Form 347. Orders under this Basic Ordering Agreement become binding contracts upon acceptance of the order by the Contractor and Government or its prime contractor. The terms and conditions included in this Basic Ordering Agreement shall apply to all orders placed under this agreement.

[End of Clause]

H.3 TECHNICAL DIRECTION (REVISED) (DEC 1999)

(a) Performance of the work under this contract shall be subject to the technical direction of Ordering Contracting Officer's Representative (OCOR) identified in the Order, and the Ordering Contracting Officer (OCO). The term "technical direction" is defined to include:

(1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, or direct various efforts for Statement of Work accomplishment.

(2) Provision of written information to the Contractor, which assists in the interpretation of drawings, specifications or technical portions of the work description.

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

(b) Technical direction must be within the scope of work stated in the contract. The OCOR does not have the authority to, and shall not, issue any technical direction which:

(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 contract effort or value, 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.

(c) All technical directions should be issued in writing by the OCOR for the applicable Order, time permitting. When a short turnaround is required (example-direction regarding how to handle non-conforming waste), the OCOR may issue technical direction verbally. Any verbal direction shall be followed by fax direction within 24 hours.

(d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the OCOR in the manner prescribed by this clause and within his/her authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the OCOR falls within one of the categories defined in paragraph (b)(1) through (b)(5) above, the Contractor shall not proceed but shall notify the Ordering Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the OCO to modify the Order accordingly. Upon receiving the notification from the Contractor, the OCO shall:

(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 thirty (30) days after receipt of the Contractor's letter not to perform under the direction and cancel the direction; or

(3) Advise the Contractor in writing within a reasonable time that the Government will issue a written modification to the Order.

(e) A failure of the Contractor and OCO to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes--Alternate I."

H.4 BASIC ORDERING AGREEMENT REVIEW/REVISION

This agreement shall be reviewed annually, before the anniversary of its effective date, and revised as necessary to conform to current changes in statutes, Executive Orders, or other appropriate matters.

H.5 MODIFICATION AUTHORITY

Notwithstanding any of the other clauses of this BOA, the BOA Administrator shall be the only individual authorized to modify any term or condition of this Basic Ordering Agreement.

H.6 QUALITY ASSURANCE SYSTEM

In the conduct of the work performed on orders placed under this Basic Ordering Agreement, the Contractor agrees to establish and/or maintain an acceptable quality assurance system. If requested by the Contracting Officer, a quality assurance plan shall be submitted to DOE for approval. If the contractor has responsibility to perform activities in connection with a nuclear facility, as defined by Title 10, Section 830.3, Code of Federal Regulations, the applicability of the requirements in Section 830.120 shall be determined by the Agency and/or prime contractors issuing the order. Any subcontracts in support of this work shall require subcontractors to comply with the Contractor's quality assurance system.

H.7 USE OF GOVERNMENT-OWNED EQUIPMENT/FACILITIES

The Contractor is authorized to use on a no-charge, non-interference basis in the performance of orders issued under this Basic Ordering Agreement, the Government-owned equipment/facilities indicated in such orders. Such use is authorized on the basis that it will not interfere with the performance of the Government contract(s) for which such property was provided, and, unless otherwise stipulated, shall be in accordance with the terms and conditions thereof.

H.8 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the Offeror submitted as part of the original offer for this Basic Ordering Agreement are, by reference, hereby incorporated in and made a part of this agreement.

H.9 SMALL, SMALL DISADVANTAGED AND WOMAN-OWNED SMALL BUSINESS SUBCONTRACTING PLAN

The Small, Small Disadvantaged, and Woman-Owned Small Business Subcontracting Plan submitted by the Contractor for any order placed under this BOA, and approved by the Contracting Officer is, by reference, hereby incorporated into and made a material part of that order. Any required revisions to the Plan shall be accomplished by amendment of the order.

H.10 TASK ORDERS, ADMINISTRATIVE INFORMATION (DEC 1999)

(a) Ordering officials as anticipated in 52.216-18, Ordering, are all Contracting Officers, designated for the purposes of this contract as Ordering Contracting Officers as defined in clause G.5, Definitions.

(b) The Ordering Contracting Officer is responsible for all order activities including requesting issuing request for proposals (RFPs), evaluating for award, awarding, funding, all administrative activities and evaluating performance for all task orders issued. Orders placed under this BOA are specifically limited to work covered by the statement of work for the contract. Order numbers shall reference the number of this BOA as the basis for issuance of the order, which shall be numbered uniquely by the ordering office.

(c) The Ordering Contracting Officer will provide a copy of issued orders and order modifications to the Contracting Officer. Copies of performance evaluations on completed orders, or orders in process, will also be provided to the Contracting Officer.

H.11 PRECEDENCE OVER EXISTING TASK ORDERS

This Basic Ordering Agreement shall take precedence over any existing order for related work so as to avoid potential conflict in terms and conditions.

H.12 QUALIFICATION CRITERIA

In order to be considered for award of this BOA the offeror must meet the following three criteria:

(a) The offeror must have a radiological materials license issues by the NRC or NRC Agreement State to possess and decontaminate radiological contaminated materials, monitor and release such materials from regulatory control. This criteria must be met before further consideration for award.

(b) The offeror must have any other licenses or permits required by the state or locality hosting the contractor's operations. This requirement as it applies, by state or locality, must be met before further consideration for award.

(c) The offeror must have a quality assurance program that meets the requirements of the Nuclear Quality Assurance Manual (NQA-1), the Quality Assurance Program Requirements for Nuclear Facilities. This requirement must be met before further consideration for award.

H.13 SECURITY REQUIREMENTS

All orders placed under the Basic Ordering Agreement shall abide by applicable security directives, clauses and regulations as established by the Organization issuing the order.

PART II OF APPENDIX B

SECTION I – CONTRACT CLAUSES

I.1 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. The full text of a clause may be accessed electronically on the internet at http://www.arnet.gov/far/.

I.2 FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) AND DEPARTMENT OF ENERGY ACQUISITION REGULATION (48 CFR CHAPTER 9) CLAUSES INCORPORATED BY REFERENCE

NUMBER	DATE	TITLE
52.202-1	MAY 2001	DEFINITIONS (JAN 1997) (As Modified by 952.202-1)
52.203-5	APR 1984	COVENANT AGAINST CONTINGENT FEES
52.203-6	JUL 1995	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT
52.203-7	JUL 1995	ANTI-KICKBACK PROCEDURES
52.203-8	JAN 1997	CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-10	JAN 1997	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY
52.203-12	JUN 1997	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS
952.204-2	SEP 1997	SECURITY
52.204-4	AUG 2000	PRINTING/COPYING DOUBLE-SIDED ON RECYCLED PAPER
52.204-7	OCT 2003	CENTRAL CONTRACTOR REGISTRATION (Alternate I)
952.204-70	SEP 1997	CLASSIFICATION/DECLASSIFICATION
952.204-74	APR 1984	FOREIGN OWNERSHIP, CONTROL, OR INFLUENCE OVER CONTRACTOR (DEVIATION APR 1999)
52.209-6	JUL 1995	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT
52.215-2	JUN 1999	AUDIT AND RECORDS - NEGOTIATIONS
52.215-8	OCT 1997	ORDER OF PRECEDENCE--UNIFORM CONTRACT FORMAT
52.215-11	OCT 1997	REDUCTION FOR DEFECTIVE COST OR PRICING DATA - MODIFICATIONS
52.215-17	OCT 1997	WAIVER OF FACILITIES CAPITAL COST OF MONEY

52.215-21	OCT 1997	REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA--MODIFICATIONS
52.219-8	OCT 2000	UTILIZATION OF SMALL BUSINES CONCERNS
52.219-9	JAN 2002	SMALL BUSINESS SUBCONTRACTING PLAN
52.219-16	JAN 1999	LIQUIDATED DAMAGES – SUBCONTRACTING PLAN
52.222-1	FEB 1997	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES
52.222-3	AUG 1996	CONVICT LABOR
52.222-4	SEP 2000	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION
52.222-21	FEB 1999	PROHIBITION OF SEGREGATED FACILITIES
52.222-26	FEB 1999	EQUAL OPPORTUNITY
52.222-35	DEC 2001	AFFIRMATIVE ACTION FOR DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS
52.222-36	JUN 1998	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES
52.222-37	DEC 2001	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA AND OTHER ELIGIBLE VETERANS
52.222-41	MAY 1989	SERVICE CONTRACT ACT OF 1965, AS AMENDED
52.222-44	FEB 2002	FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT
52.222-49	MAY 1989	SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN
52.223-5	APR 1998	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION
52.223-12	MAY 1995	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS
52.223-14	OCT 2000	TOXIC CHEMICAL RELEASE REPORTING
52.225-13	JUL 2000	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES
52.225-16	FEB 2000	SANCTIONED EUROPEAN UNION COUNTRY SERVICES
52.228-5	JAN 1997	INSURANCE – WORK ON A GOVERNMENT INSTALLATION
52.229-3	JAN 1991	FEDERAL, STATE, AND LOCAL TAXES
52.230-3	APR 1998	DISCLOSURE AND CONSISTENCY OF COST ACCOUNTING PRACTICES
52.230-6	NOV 1999	ADMINISTRATION OF COST ACCOUNTING STANDARDS
52.232-1	APR 1984	PAYMENTS
52.232-8	FEB 2002	DISCOUNTS FOR PROMPT PAYMENT
52.232-11	APR 1984	EXTRAS

52.232-17	JUN 1996	INTEREST
52.232-23	JAN 1986	ASSIGNMENT OF CLAIMS
52.232-25	FEB 2002	PROMPT PAYMENT
52.232-34	MAY 1999	PAYMENT BY ELECTRONIC FUNDS TRANSFER--OTHER THAN CENTRAL CONTRACTOR REGISTRATION
52.233-1	DEC 1998	DISPUTES Alternate I (DEC 1991)
52.233-3	AUG 1996	PROTEST AFTER AWARD
952.233-4	SEPT 1996	NOTICE OF PROTEST FILE AVAILABILITY
952.233-5	SEPT 1996	AGENCY PROTEST REVIEW
52.237-2	APR 1984	PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION
52.237-4	APR 1984	PAYMENT BY GOVERNMENT TO CONTRACTOR
52.237-5	APR 1984	PAYMENT BY CONTRACTOR TO GOVERNMENT
52.243-1	AUG 1987	CHANGES - FIXED-PRICE Alternate I (APR 1984)
52.244-6	DEC 2001	SUBCONTRACTS FOR COMMERCIAL ITEMS
52.246-25	FEB 1997	LIMITATION OF LIABILITY - SERVICES
52.249-3	SEP 1996	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (DISMANTLING, DEMOLITION, OR REMOVAL OF IMPROVEMENTS)
52.249-8	APR 1984	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)
952.250-70	JUN 1996	NUCLEAR HAZARDS INDEMNITY AGREEMENT
52.253-1	JAN 1991	COMPUTER GENERATED FORMS

I.3 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, 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
_____ _____	_____	_____
_____ _____	_____	_____
_____ _____	_____	_____
_____ _____	_____	_____

PART III OF APPENDIX B

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

J.1 LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachment	Description
(1)	DOE NATIONAL METAL RECYCLE BASIC ORDERING AGREEMENT MASS BALANCE FORM (with instructions)
(2)	DOE REPORTING REQUIRMENTS CHECKLIST
(3)	AUDITOR REFERENCE MANUAL (Separate Enclosure)

Instructions for DOE National Metal Recycle BOA Mass Balance Form

1) **Company**: Fill in the name of the company in receipt of the Task.
2) **Address: Fill in the location of the facility where the work is being preformed for the Task.**
3) **Period of Reporting: Year over which the work was performed on the Task.**
4) **Project Manager: Main contact for task being performed.**
5) **Phone: Phone number for the project manager of the Task.**
6) **Fax: Fax number for project manager of the Task.**
7) **DOE Use Only: To be filled in by DOE.**
8) **Task #: The number assigned by DOE for the task being performed.**
9) **Date Received: Date each individual shipment is received under the Task.**
10) **Amount Received- Weight:** The total amount of material received in US tons for the Task.
Amount Received- Volume: The total volume of material received in ft^3 for the Task.
11) **General Recycle/Reuse- Weight:** The amount of material in US tons that was free released for recycle or reuse under the Task.
General Recycle/Reuse- Volume: The volume in ft^3 of total material that was free released for recycle or reuse under the Task.
12) **Restricted Recycle/Reuse- Weight:** The amount of material in US tons that was recycled or reused as a radioactive contaminated item within the DOE Complex or a NRC or State Licensee under the Task.
Restricted Recycle/Reuse- Volume: The volume in ft^3 of total material that was recycled or reused as a radioactive contaminated item within the DOE Complex or a NRC or State Licensee under the Task.
13) **Material Returned to DOE- Weight:** The amount of material in US tons that was returned to DOE because it was out of specifications, per Task.
Material Returned to DOE- Volume: The volume in ft^3 of total material that was returned to DOE because it was out of specifications, per Task.
14) **Material Not Processed- Weight:** Material in US tons still remaining at the facility performing the Task that has not yet been processed within the specified time frame of the Task or the reporting period.
Material Not Processed- Volume: Material in ft^3 still remaining at the facility performing the Task that has not yet been processed within the specified time frame of the Task or the reporting period.
15) **Totals:** Total in US tons and ft^3 for materials described in item numbers 10, 11, 12, 13, & 14.
16) **Low-Level Waste- Weight:** The amount of low level waste in US tons generated or accumulated per Task.
Low-Level Waste- Volume: The volume in ft^3 of low level waste generated or accumulated per Task.
17) **Mixed Waste- Weight:** The amount of mixed waste in US tons generated or accumulated per Task.
Mixed Waste- Volume: The volume in ft^3 of mixed waste generated or accumulated per Task.
18) **RCRA Waste- Weight:** The amount of RCRA waste in US tons generated or accumulated per Task.
RCRA Waste-- Volume: The volume in ft^3 of RCRA waste generated or accumulated per Task.

19) **TSCA Waste- Weight:** The amount of TSCA waste in US tons generated or accumulated per Task.
TSCA Waste- Volume: The volume in ft^3 of TSCA waste generated or accumulated per Task.

20) **Sanitary Waste- Weight:** The amount of Sanitary waste in US tons generated or accumulated per Task.
Sanitary Waste- Volume: The volume in ft^3 of Sanitary waste generated or accumulated per Task.

21) **Totals:** Total in US tons and ft^3 for waste described in item numbers 16,17, 18, 19, & 20.

22) **Preparer's Name (print):** The printed name of the individual who prepared the report for submittal to DOE for the Task or Tasks.
Preparer's Signature: The signature of the individual preparing the report for the Task or Tasks. This signature certifies that the information provided in the report is true to the best of the individual's knowledge preparing the report.

DOE National Metal Recycle Basic Ordering Agreement Mass Balance Form

1) Company:_____

2) Address:_____

_____

3) Period of Reporting 10/01/___ to 09/30/___

4) Project Manager:_____

5) Phone:_____

5) Fax:_____

7) DOE Use Only
B&R:_____
CCADS:_____

8) Task #	9) Date Received	10) Amount Received Weight (tons)	10) Amount Received Volume (ft3)	11) General Recycle/Reuse Weight (tons)	11) General Recycle/Reuse Volume (ft3)	12) Restricted Recycle/Reuse Weight (tons)	12) Restricted Recycle/Reuse Volume (ft3)	13) Material Returned to DOE Weight (tons)	13) Material Returned to DOE Volume (ft3)	14) Material Not Processed Weight (tons)	14) Material Not Processed Volume (ft3)
15) Totals											

8) Task #	9) Date Received	16) Low Level Waste Weight (tons)	16) Low Level Waste Volume (ft3)	17) Mixed Waste Weight (tons)	17) Mixed Waste Volume (ft3)	18) RCRA Waste Weight (tons)	18) RCRA Waste Volume (ft3)	19) TSCA Waste Weight (tons)	19) TSCA Waste Volume (ft3)	20) Sanitary Waste Weight (tons)	20) Sanitary Waste Volume (ft3)
21) Totals											

22) Preparer's Name (print):_____

Preparer's Signature:_____

Return to: Department of Energy
Oak Ridge Operations Office (AU-52)
P.O. Box 2001
Oak Ridge, TN 37831

F 480.1
(10-99)

U.S. DEPARTMENT OF ENERGY

REPORTING REQUIREMENTS CHECKLIST

1. PROGRAM/PROJECT TITLE	2. IDENTIFICATION NUMBER
Material Disposition Basic Ordering Agreement	DE-AK05-01OR22876

3. PARTICIPANT NAME AND ADDRESS
ToxCo, Inc.
109 Flint Road
Oak Ridge, TN 37830

4. PLANNING AND REPORTING REQUIREMENTS

	Frequency
A. General Management	
☐ Management Plan	
☐ Status Report	
☐ Summary Report	
B. Schedule/Labor/Cost	
☐ Milestone Schedule/Plan	
☐ Labor Plan	
☐ Facilities Capital Cost of Money Factors Computation	
☐ Contract Facilities Capital and Cost of Money	
☐ Cost Plan	
☐ Milestone Schedule/Status	
☐ Labor Management Report	
☐ Cost Management Report	
C. Exception Reports	
☐ Conference Record	
☐ Hot Line Report	
D. Performance Measurement	
☐ Management Control System Description	
☐ WBS Dictionary	
☐ Index	
☐ Element Definition	
☐ Cost Performance Reports	
☐ WBS	
☐ Function	
☐ Baseline	
E. Financial Incentives	
☐ Statement of Income and Expense	
☐ Balance Sheet	
☐ Cash flow Statement	
☐ Statement of Changes in Financial Position	
☐ Loan Drawdown Report	
☐ Operating Budget	
☐ Supplementary Information	
Final Annual Indirect Cost Rate Proposal	
F. Technical	
☐ Notice of Energy RD&D Project (Required with any of the following)	
☐ Technical Progress Report	
☐ Draft for Review	
☐ Final for Approval	
☐ Topical Report	
☐ Final Technical Report	
☐ Draft for Review	
☐ Final for Approval	
☐ Software	
☒ Other (Specify) Mass Balance Report	Y

5. FREQUENCY CODES

A – As Required	BM – Bi-Monthly	S – Semi-Annually
C – Change to Contractual Agreement	M - Monthly	X – With Proposal/Bid/Application or with Significant Changes
F – Final (end of effort)	O - Once After Award	Y – Yearly or Upon Renewal of Contractual Agreement
D -- Daily	Q - Quarterly	

6. SPECIAL INSTRUCTIONS (ATTACHMENTS)

☒ Report Distribution List/Addresses
1 copy – Richard Meehan, AU-62
1 copy – Connie Bayless, AD-423
☐ Reporting Elements
☐ Due Dates
☐ Analysis Thresholds
☐ Work Breakdown Structure
☐ Other _____

7. PREPARED BY (SIGNATURE AND DATE)	8. REVIEWED BY (SIGNATURE AND DATE)
	Connie Bayless 7/30/04