

AWARD/CONTRACT	1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 350)	RATING:	PAGE 1 OF 73
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2. CONTRACT (Proc. Inst. Ident.) NO. DE-AM30-07CC20005	3. EFFECTIVE DATE See Block 20C.	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. 30-2007-CC20005.000
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5. ISSUED BY: U.S. Department of Energy EM Consolidated Business Center 250 E. Fifth Street, STE 500 Cincinnati, OH 45202 David H. Hess, Contracting Officer	CODE	6. ADMINISTERED BY (If other than Item 5) U.S. Department of Energy Carlsbad Field Office 4021 National Parks Highway P.O. Box 3090 Carlsbad, NM 88221 Arthur L. Welton, Contracting Officer	CODE
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7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state, and zip code) CAST Specialty Transportation Services, Inc. 9850 Havana Street Henderson, CO 80640-8443 DUNS: 138577528	8. DELIVERY [] FOB Origin [X] OTHER: FOB Destination
	9. DISCOUNT FOR PROMPT PAYMENT
	10. SUBMIT INVOICES (4 copies unless other wise specified) TO THE ADDRESS SHOWN IN: ITEM Block 12

11. SHIP TO/MARK FOR See Section J	CODE	12. PAYMENT WILL BE MADE BY: U.S. Department of Energy Oak Ridge Operations Office, ATTN: Finance Division 1-888-251-3557 P.O. Box 5777 Oak Ridge, TN 37831-5777	CODE
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13. AUTHORIZATION FOR USING OTHER THAN FULL AND OPEN COMPETITIVE <input type="checkbox"/> 10 USC 2304 (c)() <input type="checkbox"/> 41 U.S.C. 253(c)()	14. ACCOUNTING AND APPROPRIATION DATA See Section B.1.5. "Obligation of Funds/Financial Limitations"; Will be specified in each individual task order
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15A. ITEM NO.	15B. SUPPLIES/SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT
	SEE ATTACHED				
15G. TOTAL AMOUNT OF CONTRACT					\$16,961,048

16. TABLE OF CONTENTS					
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17. [] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return [1] copy to issuing office.) Contractor agrees to furnish and deliver all items or perform all services set forth or otherwise stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)	18. [X] AWARD (Contractor is not required to sign this document.) Your offer as revised by final proposal revision dated November 9, 2006 on Solicitation Number DE-RP30-06EW20001 and Amendments 0001 - 0008, including the additions or change made by you which are set forth in full above, is here accepted as to the items listed above and on any continuation sheets. The award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.
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19A. NAME AND TITLE OF SIGNER (Type or print)	20A. NAME OF CONTRACTING OFFICER DAVID H. HESS
19B. NAME OF CONTRACTOR BY _____ (Signature of Person Authorized to Sign)	20B. UNITED STATES OF AMERICA Signature deleted OMB M-06-15, "Safeguarding Personally Identifiable Information"
19C. DATE SIGNED	20C. DATE SIGNED March 14, 2007

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. GENERAL

B.1.1. SET-ASIDE/NON-SET ASIDE CONTRACT AWARDS

Contracting Officer will complete at time of award:

This contract is a Set-Aside award. _____

This contract is a Non-Set-Aside award. X

B.1.2. INDEFINITE DELIVERY, INDEFINITE QUANTITY CONTRACT

The contract is an indefinite delivery, indefinite quantity (IDIQ) contract utilizing firm-fixed price delivery task orders, with some specified cost reimbursable items, in accordance with Federal Acquisition Regulation Subpart 16.500.

B.1.3. ITEMS BEING ACQUIRED/TOTAL PRICE

The Contractor shall provide all services required including all personnel, facilities, equipment, material, and supplies (except as may be expressly set forth as furnished by the Government) and otherwise do all things necessary for, or incidental to, contract performance by providing the following services/and or items:

Items

1. Base Period TRU Waste Transportation Services
2. Option Period 1 TRU Waste Transportation Services
3. Option Period 2 TRU Waste Transportation Services
4. Option Period 3 TRU Waste Transportation Services
5. Option Period 4 TRU Waste Transportation Services
6. Option Period 5 TRU Waste Transportation Services

B.1.4. COSTS

All costs required to successfully perform the contract are included in the firm fixed prices stated in Section B.2 with the exception of Items 1.3, 2.3, 3.3, 4.3, 5.3 and 6.3 which will be reimbursed at actual costs with no fee or profit allowed.

B.1.5. OBLIGATION OF FUNDS/FINANCIAL LIMITATIONS

The Government will obligate funding in each Task Order for the cost reimbursable expenses specified in Items 1.3, 2.3, 3.3, 4.3., 5.3 and 6.3 of Section B.2. As stated in Section I.60, FAR 52.232-22, "Limitation of Funds", the maximum liability of the government for paying cost reimbursable expenses shall not exceed the funding allotted for this purpose.

B.2. PRICING SCHEDULE

B.2.1. BASE PERIOD TRU WASTE TRANSPORTATION SERVICES
(pursuant to Section C)

B.2.1.1. BASIC TRANSPORTATION SERVICES
(consisting of the following sub-items which are not separately priced)

- 2.1.1.1. **General Services:** Perform general services pursuant to Section C.3.1.
- 2.1.1.2. **Terminal Services:** Provide, operate and maintain a terminal pursuant to Section C.3.2.
- 2.1.1.3. **Tractor Services:** Provide and operate a minimum of 11 Contractor furnished tractors pursuant to Section C.3.3.
- 2.1.1.4. **Maintenance Services:** Maintain 11 Contractor furnished tractors and 34 Government furnished trailers pursuant to Section C.3.4.
- 2.1.1.5. **Driver Services:** Provide a minimum of 22 qualified drivers pursuant to Section C.3.5.
- 2.1.1.6. **Data/Reports:** Provide data and reports pursuant to Section C.4.

Total Firm Fixed Price for 10 Months of Basic Transportation Services: \$3,532,401

B.2.1.2. ADDITIONAL TRANSPORTATION SERVICES FOR BASE PERIOD

In addition to the above services, the Government may order additional services described in 2.1.2.1., 2.1.2.2. and 2.1.2.3. below for a period of 6 or 12 months as specified in individual Task Orders under the "Ordering Provisions" of the contract at the unit and extended prices specified. The prices stated for the 6 and 12 month periods include the 60 day period described in Section H.18 (e) and any and all activities for or during the 60 day period and the 6 and/or 12 month task order performance periods.

Description	Firm Fixed Unit Price	Task Order Period	Extended Price*
2.1.2.1. Tractor Services: Provide and operate 1 to 14 additional tractors including specialized equipment per Section C.3.3.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
2.1.2.2. Maintenance Services: Maintain 1 to 14 additional Government furnished trailers per Section C.3.4.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
2.1.2.3. Driver Services: Provide 2 to 28 additional drivers (including driver training and qualification) per Section C.3.5.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4

*** NOTE:** The Firm Fixed Unit Price is the price for the service of one tractor or one trailer or two drivers for an entire 6 month task order period and the price for the service of one tractor or one trailer or two drivers for an entire 12 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g., Firm Fixed Unit Price for one tractor multiplied by 14 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes.

B.2.1.3. COST REIMBURSABLE ITEMS

- 2.1.3.1. **Fuel** pursuant to Section C.5.1:
- 2.1.3.2. **State Use Fees and Permits** pursuant to Section C.5.1:
- 2.1.3.3. **New Mexico Gross Receipts Tax** pursuant to Section C.5.2:
- 2.1.3.4. **Driver Per-Diem** pursuant to Section C.5.3:
- 2.1.3.5. **Safe Driving Bonus** pursuant to Section H.17:

Total Estimated Cost

Exemption 4

B.2.2. OPTION PERIOD 1 TRU WASTE TRANSPORTATION SERVICES
(pursuant to Section C)

B.2.2.1. BASIC TRANSPORTATION SERVICES
(consisting of the following sub-items which are not separately priced)

- 2.2.1.1. **General Services:** Perform general services pursuant to Section C.3.1.
- 2.2.1.2. **Terminal Services:** Provide, operate and maintain a terminal pursuant to Section C.3.2.
- 2.2.1.3 **Tractor Services:** Provide and operate a minimum of 11 Contractor furnished tractors pursuant to Section C.3.3.
- 2.2.1.4. **Maintenance Services:** Maintain 11 Contractor furnished tractors and 34 Government furnished trailers pursuant to Section C.3.4.
- 2.2.1.5. **Driver Services:** Provide a minimum of 22 qualified drivers pursuant to Section C.3.5.
- 2.2.1.6. **Data/Reports:** Provide data and reports pursuant to Section C.4.

Total Firm Fixed Price for 12 Months of Basic Transportation Services: \$4,426,350

B.2.2.2. ADDITIONAL TRANSPORTATION SERVICES FOR OPTION PERIOD 1

In addition to the above services, the Government may order additional services described in 2.2.2.1., 2.2.2.2. and 2.2.2.3. below for a period of 6 or 12 months as specified in individual Task Orders under the "Ordering Provisions" of the contract at the unit and extended prices specified. The prices stated for the 6 and 12 month periods include the 60 day period described in Section H.18 (e) and any and all activities for or during the 60 day period and the 6 and/or 12 month task order performance periods.

Description	Firm Fixed Unit Price	Task Order Period	Extended Price*
2.2.2.1. Tractor Services: Provide and operate 1 to 14 additional tractors including specialized equipment per Section C.3.3.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
2.2.2.2. Maintenance Services: Maintain 1 to 14 additional Government furnished trailers per Section C.3.4.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
2.2.2.3. Driver Services: Provide 2 to 28 additional drivers (including driver training and qualification) per Section C.3.5.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4

*** NOTE:** The Firm Fixed Unit Price is the price for the service of one tractor or one trailer or two drivers for an entire 6 month task order period and the price for the service of one tractor or one trailer or two drivers for an entire 12 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g., Firm Fixed Unit Price for one tractor multiplied by 14 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes

B.2.2.3. COST REIMBURSABLE ITEMS

Total Estimated Cost

- 2.2.3.1. **Fuel** pursuant to Section C.5.1:
- 2.2.3.2. **State Use Fees and Permits** pursuant to Section C.5.1:
- 2.2.3.3. **New Mexico Gross Receipts Tax** pursuant to Section C.5.2:
- 2.2.3.4. **Driver Per-Diem** pursuant to Section C.5.3:
- 2.2.3.5. **Safe Driving Bonus** pursuant to Section H.17:

Exemption 4

B.2.3. OPTION PERIOD 2 TRU WASTE TRANSPORTATION SERVICES
 (pursuant to Section C)

B.2.3.1. BASIC TRANSPORTATION SERVICES
 (consisting of the following sub-items which are not separately priced)

- 2.3.1.1. **General Services:** Perform general services pursuant to Section C.3.1.
- 2.3.1.2. **Terminal Services:** Provide, operate and maintain a terminal pursuant to Section C.3.2.
- 2.3.1.3. **Tractor Services:** Provide and operate a minimum of 11 Contractor furnished tractors pursuant to Section C.3.3.
- 2.3.1.4. **Maintenance Services:** Maintain 11 Contractor furnished tractors and 34 Government furnished trailers pursuant to Section C.3.4.
- 2.3.1.5. **Driver Services:** Provide a minimum of 22 qualified drivers pursuant to Section C.3.5.
- 2.3.1.6. **Data/Reports:** Provide data and reports pursuant to Section C.4.

Total Firm Fixed Price for 12 Months of Basic Transportation Services: \$4,593,034

B.2.3.2. ADDITIONAL TRANSPORTATION SERVICES FOR OPTION PERIOD 2

In addition to the above services, the Government may order additional services described in 2.3.2.1., 2.3.2.2. and 2.3.2.3. below for a period of 6 or 12 months as specified in individual Task Orders under the "Ordering Provisions" of the contract at the unit and extended prices specified. The prices stated for the 6 and 12 month periods include the 60 day period described in Section H.18 (e) and any and all activities for or during the 60 day period and the 6 and/or 12 month task order performance periods.

Description	Firm Fixed Unit Price	Task Order Period	Extended Price*
2.3.2.1. Tractor Services: Provide and operate 1 to 14 additional tractors including specialized equipment per Section C.3.3.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
2.3.2.2. Maintenance Services: Maintain 1 to 14 additional Government furnished trailers per Section C.3.4.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
2.3.2.3. Driver Services: Provide 2 to 28 additional drivers (including driver training and qualification) per Section C.3.5.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4

** NOTE: The Firm Fixed Unit Price is the price for the service of one tractor or one trailer or two drivers for an entire 6 month task order period and the price for the service of one tractor or one trailer or two drivers for an entire 12 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g., Firm Fixed Unit Price for one tractor multiplied by 14 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes*

B.2.3.3. COST REIMBURSABLE ITEMS

Total Estimated Cost

- 2.3.3.1. **Fuel** pursuant to Section C.5.1:
- 2.3.3.2. **State Use Fees and Permits** pursuant to Section C.5.1:
- 2.3.3.3. **New Mexico Gross Receipts Tax** pursuant to Section C.5.2:
- 2.3.3.4. **Driver Per-Diem** pursuant to Section C.5.3:
- 2.3.3.5. **Safe Driving Bonus** pursuant to Section H.17:

Exemption 4

B.2.4. OPTION PERIOD 3 TRU WASTE TRANSPORTATION SERVICES
(pursuant to Section C)

B.2.4.1. BASIC TRANSPORTATION SERVICES
(consisting of the following sub-items which are not separately priced)

- 2.4.1.1. **General Services:** Perform general services pursuant to Section C.3.1.
- 2.4.1.2. **Terminal Services:** Provide, operate and maintain a terminal pursuant to Section C 3.2.
- 2.4.1.3 **Tractor Services:** Provide and operate a minimum of 11 Contractor furnished tractors pursuant to Section C.3.3.
- 2.4.1.4. **Maintenance Services:** Maintain 11 Contractor furnished tractors and 34 Government furnished trailers pursuant to Section C.3.4.
- 2.4.1.5. **Driver Services:** Provide a minimum of 22 qualified drivers pursuant to Section C.3.5.
- 2.4.1.6. **Data/Reports:** Provide data and reports pursuant to Section C.4.

Total Firm Fixed Price for 12 Months of Basic Transportation Services: \$4,857,533

B.2.4.2. ADDITIONAL TRANSPORTATION SERVICES FOR OPTION PERIOD 3

In addition to the above services, the Government may order additional services described in 2.4.2.1., 2.4.2.2. and 2.4.2.3. below for a period of 6 or 12 months as specified in individual Task Orders under the "Ordering Provisions" of the contract at the unit and extended prices specified. The prices stated for the 6 and 12 month periods include the 60 day period described in Section H.18 (e) and any and all activities for or during the 60 day period and the 6 and/or 12 month task order performance periods.

Description	Firm Fixed Unit Price	Task Order Period	Extended Price*
2.4.2.1. Tractor Services: Provide and operate 1 to 14 additional tractors including specialized equipment per Section C.3.3.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
2.4.2.2. Maintenance Services: Maintain 1 to 14 additional Government furnished trailers per Section C.3.4.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
2.4.2.3. Driver Services: Provide 2 to 28 additional drivers (including driver training and qualification) per Section C.3.5.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4

** NOTE: The Firm Fixed Unit Price is the price for the service of one tractor or one trailer or two drivers for an entire 6 month task order period and the price for the service of one tractor or one trailer or two drivers for an entire 12 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g., Firm Fixed Unit Price for one tractor multiplied by 14 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes*

B.2.4.3. COST REIMBURSABLE ITEMS

Total Estimated Cost

- 2.4.3.1. **Fuel** pursuant to Section C.5.1:
- 2.4.3.2. **State Use Fees and Permits** pursuant to Section C.5.1:
- 2.4.3.3. **New Mexico Gross Receipts Tax** pursuant to Section C.5.2:
- 2.4.3.4. **Driver Per-Diem** pursuant to Section C.5.3:
- 2.4.3.5. **Safe Driving Bonus** pursuant to Section H.17:

Exemption 4

B. 2.5. OPTION PERIOD 4 TRU WASTE TRANSPORTATION SERVICES
(pursuant to Section C)

2.5.1. BASIC TRANSPORTATION SERVICES
(consisting of the following sub-items which are not separately priced)

- 2.5.1.1. **General Services:** Perform general services pursuant to Section C 3.1.
- 2.5.1.2. **Terminal Services:** Provide, operate and maintain a terminal pursuant to Section C 3.2.
- 2.5.1.3 **Tractor Services:** Provide and operate a minimum of 11 Contractor furnished tractors pursuant to Section C 3.3.
- 2.5.1.4. **Maintenance Services:** Maintain 11 Contractor furnished tractors and 34 Government furnished trailers pursuant to Section C 3.4.
- 2.5.1.5. **Driver Services:** Provide a minimum of 22 qualified drivers pursuant to Section C 3.5.
- 2.5.1.6. **Data/Reports:** Provide data and reports pursuant to Section C 4.

Total Firm Fixed Price for 12 Months of Basic Transportation Services: \$4,903,318

B.2.5.2. ADDITIONAL TRANSPORTATION SERVICES FOR OPTION PERIOD 4

In addition to the above services, the Government may order additional services described in 2.5.2.1., 2.5.2.2. and 2.5.2.3. below for a period of 6 or 12 months as specified in individual Task Orders under the "Ordering Provisions" of the contract at the unit and extended prices specified. The prices stated for the 6 and 12 month periods include the 60 day period described in Section H.18 (e) and any and all activities for or during the 60 day period and the 6 and/or 12 month task order performance periods.

Description	Firm Fixed Unit Price	Task Order Period	Extended Price*
2.5.2.1. Tractor Services: Provide and operate 1 to 14 additional tractors including specialized equipment per Section C.3.3.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
2.5.2.2. Maintenance Services: Maintain 1 to 14 additional Government furnished trailers per Section C.3.4.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
2.5.2.3. Driver Services: Provide 2 to 28 additional drivers (including driver training and qualification) per Section C.3.5.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4

*** NOTE:** The Firm Fixed Unit Price is the price for the service of one tractor or one trailer or two drivers for an entire 6 month task order period and the price for the service of one tractor or one trailer or two drivers for an entire 12 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g., Firm Fixed Unit Price for one tractor multiplied by 14 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes

B.2.5.3. COST REIMBURSABLE ITEMS

Total Estimated Cost

- 2.5.3.1. **Fuel** pursuant to Section C 5.1:
- 2.5.3.2. **State Use Fees and Permits** pursuant to Section C 5.1:
- 2.5.3.3. **New Mexico Gross Receipts Tax** pursuant to Section C 5.2:
- 2.5.3.4. **Driver Per-Diem** pursuant to Section C 5.3:
- 2.5.3.5. **Safe Driving Bonus** pursuant to Section H.17:

Exemption 4

B.2.6. OPTION PERIOD 5 TRU WASTE TRANSPORTATION SERVICES
 (pursuant to Section C)

B.2.6.1. BASIC TRANSPORTATION SERVICES
 (consisting of the following sub-items which are not separately priced)

- 2.6.1.1. **General Services:** Perform general services pursuant to Section C 3.1.
- 2.6.1.2. **Terminal Services:** Provide, operate and maintain a terminal pursuant to Section C 3.2.
- 2.6.1.3 **Tractor Services:** Provide and operate a minimum of 11 Contractor furnished tractors pursuant to Section C 3.3.
- 2.6.1.4. **Maintenance Services:** Maintain 11 Contractor furnished tractors and 34 Government furnished trailers pursuant to Section C 3.4.
- 2.6.1.5. **Driver Services:** Provide a minimum of 22 qualified drivers pursuant to Section C 3.5.
- 2.6.1.6. **Data/Reports:** Provide data and reports pursuant to Section C 4.

Total Firm Fixed Price for 2 Months of Basic Transportation Services: \$887,900

B.2.6.2. ADDITIONAL TRANSPORTATION SERVICES FOR OPTION PERIOD 5

In addition to the above services, the Government may order additional services described in 2.5.2.1., 2.5.2.2. and 2.5.2.3. below for a period of 6 or 12 months as specified in individual Task Orders under the "Ordering Provisions" of the contract at the unit and extended prices specified. The prices stated for the 6 and 12 month periods include the 60 day period described in Section H.18 (e) and any and all activities for or during the 60 day period and the 6 and/or 12 month task order performance periods.

Description	Firm Fixed Unit Price	Task Order Period	Extended Price*
2.6.2.1. Tractor Services: Provide and operate 1 to 14 additional tractors including specialized equipment per Section C.3.3.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
2.6.2.2. Maintenance Services: Maintain 1 to 14 additional Government furnished trailers per Section C.3.4.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
2.6.2.3. Driver Services: Provide 2 to 28 additional drivers (including driver training and qualification) per Section C.3.5.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4

** NOTE: The Firm Fixed Unit Price is the price for the service of one tractor or one trailer or two drivers for an entire 6 month task order period and the price for the service of one tractor or one trailer or two drivers for an entire 12 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g., Firm Fixed Unit Price for one tractor multiplied by 14 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes*

B.2.6.3. COST REIMBURSABLE ITEMS

Total Estimated Cost

- 2.6.3.1. **Fuel** pursuant to Section C 5.1:
- 2.6.3.2 **State Use Fees and Permits** pursuant to Section C 5.1:
- 2.6.3.3. **New Mexico Gross Receipts Tax** pursuant to Section C 5.2:
- 2.6.3.4. **Driver Per-Diem** pursuant to Section C 5.3:
- 2.6.3.5. **Safe Driving Bonus** pursuant to Section H.17:

Exemption 4

SECTION C

Statement of Work

for

Transportation Services for Waste Isolation Pilot Plant (WIPP)

in support of the

U. S. Department of Energy (DOE)

Carlsbad Field Office (CBFO)

1. SCOPE

1.1. This effort is for the transport of contact-handled (CH) and remote-handled (RH) transuranic (TRU) wastes. The contract effort requires providing facilities, personnel, and equipment to provide a local terminal and transportation and maintenance services. Contractor-provided equipment will include tractors and necessary support equipment listed in 3.3. The Government Furnished Property (GFP) List is provided in Section J.1, Attachment A.

1.2. The Contractor shall provide transportation services necessary to support WIPP, including: transportation of mixed and non-mixed CH- and RH-TRU waste, asbestos, and polychlorinated biphenyl (PCB) contaminated TRU waste from generator sites to WIPP; transportation of CH- and RH-TRU waste between generator sites as listed in Appendix 1 (TRU Waste Storage Sites, Locations and Mileage); transportation of training units or empty shipping packagings to training/exercises, public awareness events; and, other equipment as designated by CBFO and maintenance of GFP. Two Contractors are providing these transportation services and equipment. Unless otherwise directed by the On-Call CBFO Transportation Manager, the WIPP Shipping Coordination Office, the WIPP Central Monitoring Room (CMR), or authorized law enforcement official, the Contractor shall use the designated highway routes specified in the WIPP Transportation Plan. The CMR shall be notified of any deviation from the designated highway routes.

1.3. Under no circumstances shall the Contractor enter into a motor carrier brokerage or intermodal arrangement without prior CBFO approval.

2. BACKGROUND

2.1. Approximately 169,000 cubic meters of mixed and non-mixed CH-TRU waste and approximately 7,000 cubic meters of mixed and non-mixed RH-TRU waste may be shipped to the WIPP site from numerous DOE facilities and programs. Since WIPP began disposal operations in March 1999, DOE has made over 4,000 CH-TRU waste shipments.

2.2. CH-TRU waste, which meets the WIPP Waste Acceptance Criteria (WAC), will be transported in the Transuranic Package Transporter Model II (TRUPACT-II) or HalfPACT. The TRUPACT-II and HalfPACT are Nuclear Regulatory Commission (NRC) certified Type B shipping packagings. Up to three TRUPACT-IIs or HalfPACTs can be transported on DOE designed and furnished trailers. Currently, DOE has 84 certified TRUPACT-IIs and 15 HalfPACTs and a fleet of 68 trailers for transportation of TRU waste. DOE maintains the TRUPACT-IIs in accordance with the Certification of Compliance issued by the NRC. Each TRUPACT-II has the capacity to transport up to fourteen 55-gallon drums; eight 85-gallon drums; six 100-gallon drums; two standard waste boxes; or one 10-drum overpack. However, due to size, weight, and contents of the waste to be transported, not all shipments planned can accommodate three fully loaded TRUPACT-IIs. For this reason, CBFO developed a shorter, lighter version of the TRUPACT-II called the HalfPACT. The HalfPACT provides for more efficient shipment of heavy waste packages. The HalfPACT holds up to seven 55-gallon drums; three 100-gallon drums; one standard waste box; or four 85-gallon drums. An additional package (TRUPACT-III) is currently in development to transport large boxes, which may result in overweight shipments. Overweight shipments require state permits prior to dispatch.

2.3. RH-TRU waste, which meets the WIPP WAC, will be transported in the RH-72B cask or the CNS 10-160B cask. DOE has 12 RH-72B NRC certified casks. One cask at a time will be transported on a government furnished trailer. The RH-72B is designed to hold one RH canister. The canister can be directly loaded with waste, three 55-gallon drums of waste, or three 30-gallon cans of waste. RH-TRU waste shipments are anticipated to start in 2006. The CNS 10-160B (an overweight cask) can hold up to ten 55-gallon waste drums, which is an overweight shipment.

2.4. Waste destined for WIPP will originate from the sites around the United States as listed in Appendix 1. The waste at some sites may be shipped to another site designated by DOE (intersite shipments) or shipped directly to WIPP. Although the majority of the shipments to WIPP will not fall within the definition of a Highway Route-Controlled Quantity (HRCQ) [49 CFR Part 173.403(1)], DOE, in conjunction with the states, has determined that all TRU waste shipments will use the "preferred highway" system required for shipments meeting the definition of HRCQ.

3. TRANSPORTATION SERVICES

3.1. GENERAL SERVICES

3.1.1. Quality Work Practices/Records

The Contractor shall perform the work in a quality manner to assure compliance with all requirements of the contract and all applicable regulations. For the purpose of this contract, "quality manner" is defined as work performed that complies with all requirements of the contract and all applicable regulations. The contractor shall comply with all documents and regulations listed in section 6. Applicable regulations include those issued by the Department of Transportation (DOT) at title 49 of the Code of Federal Regulations (CFR), those issued by the Occupational Safety and Health Administration (OSHA) at title 29 of the CFR, those applicable to hazardous waste transportation at 40 CFR part 263 and any applicable regulations promulgated by the Department of Homeland Security (DHS). Work not covered by the contract terms and conditions, and DOT, or other applicable regulations, shall be performed using methods and techniques that are recognized by the trucking industry as good commercial practices. All records required to show compliance shall be maintained at a terminal office located within 70 miles of the WIPP site.

3.1.2. WIPP Site Operations

Shipments to WIPP will be delivered to a pre-determined staging area to be identified by the CBFO. The Contractor shall provide an adequate number of inspected/maintained trailers to support the Transportation Schedule. The CBFO is responsible for moving the trailers once they are delivered to the WIPP site designated staging area..

3.1.3. Generator Site Operations

At the generator site, the Contractor will be directed to perform one of several possible actions with regards to equipment movements. The Contractor could be directed to (1) drop off a trailer with empty packagings at a designated area and pick up a trailer with loaded packages for shipment, (2) drop off a trailer with empty packagings at a designated area and wait for packagings to be loaded prior to making a shipment, (3) drop off a trailer with empty packagings at a designated area and leave the generator site with no trailer, or (4) make other equipment movements. The Contractor shall allow for:

- Site security check-in and badging
- Security inspections
- Site radiation surveys
- Trailer movements on site (once Contractor's tractor is removed)
- Shipping papers review and acceptance
- Transporting trailers assigned to other carriers as directed
- Commercial Vehicle Safety Alliance (CVSA) North American Standard Out-of-Service Criteria and Level VI inspections
- Maintenance or repairs to the tractor or trailer
- Shipment preparation activities
- Tractor unhooking and hooking to trailers
- Acceptance of shipment in accordance with DOT requirements

3.1.4. Training Exercises and Public Awareness Events

3.1.4.1. The Contractor shall transport the trailer and shipping packagings to the designated site and provide support to training exercises. Training exercises are conducted 3 to 6 times per year and are up to two days in duration, excluding transit time. The Contractor's drivers may be required to participate in training exercises.

3.1.4.2. The purpose of the training exercises is to demonstrate that participating federal, state, local, tribal, Contractor, and DOE emergency preparedness systems are capable of responding cooperatively and effectively to a transportation emergency involving a DOE shipping packaging/package.

3.1.4.3. The Contractor shall also provide support for public awareness events such as public meetings, conferences, and training programs (also called "road shows"). The drivers may be required to interact with the public to explain their role and responsibilities for TRU waste shipments while displaying the tractor/trailer. CBFO is expected to schedule 10 to 20 events per year.

3.1.5. Dual Driver Service

3.1.5.1. The Contractor shall provide two drivers qualified under DOT Hazardous Materials (HAZMAT) and driver requirements specified in 3.5 for each mixed or non-mixed TRU waste shipment. If a driver becomes incapacitated enroute, the Contractor shall make every effort to replace the driver, via the most expedient means available, with a fully qualified driver; however, at a minimum, the replacement driver shall be fully qualified under the DOT HAZMAT standards with prior DOE approval.

3.1.5.2. When the Contractor is making non-radioactive/hazardous shipments (e.g., road shows, mobile loading units, or delivery of empty Type B packagings to the maintenance facility, terminal or site) a single driver who meets the DOT driver licensing, training, and physical qualification requirements may be used with prior DOE approval.

3.1.6. Driver Inspections

For all loaded and unloaded shipments, the drivers shall stop to make routine safety inspections of the tractor, trailer, and packagings/packages in compliance with DOT regulations; prior to departing the site of origin; within the first 50 miles; and every 150 miles or every three hours while enroute, whichever is first. Drivers shall make appropriate notification and entries in their logbooks reflecting the purpose of the stop and document any findings and corrective actions.

3.1.7. State/Tribal Agency Inspections

State agencies, along with some tribes, may perform pre- and post-trip inspections in accordance with the CVSA. Additionally, state agencies may perform inspections at the point of entry into the state and have the option to perform additional inspections along the transportation route. The Contractor shall coordinate and report findings resulting from these inspections to the CBFO in a detailed monthly report and summarized in an annual report as listed in Section J, Attachment C.

3.1.8. Transit Time and Direct Routes

Safety shall not be compromised in order to meet a given schedule. The Contractor shall provide on time delivery along designated transportation routes and maintain a *monthly* tractor-trailer set downtime rate of two-percent (2%) or less. The Contractor shall not make extended stops (greater than 30 minutes) enroute and shall deliver the shipment as expeditiously as possible. On-time delivery will be based on estimated transit time, which shall include time for driver and state inspections. On-time delivery of any movement of TRU waste is essential to the compliant and efficient operation of the TRU waste transportation and disposal system. The states have established transportation routes with CBFO concurrence. Any stoppage or deviation from the specified highway transportation routes or schedule shall be coordinated with WIPP CMR before it occurs (unless directions from law enforcement do not allow for prior notification).

3.1.9. Continuous Surveillance Service/Security

3.1.9.1. Continuous Surveillance Service shall be provided by the Contractor on all loaded (TRU waste) shipments. Continuous Surveillance Service is defined as:

A driver shall attend the tractor and trailer at all times unless the shipment is in safe parking as approved by DOE. A tractor and trailer is "attended" when at least one driver is with the tractor and trailer, awake, and not in a sleeper berth or at least one driver is within 100 feet of the tractor and trailer and has the tractor and trailer within his/her constant unobstructed view.

3.1.9.2. When circumstances require extended stops enroute, the Contractor shall ensure that the tractor and trailer is parked only at safe parking locations, in accordance with the WIPP Transportation Plan. The safe parking will be coordinated through the WIPP CMR.

3.1.9.3. A trailer with loaded shipping packages should remain connected to its designated tractor during the entire shipment. However, it may be disconnected if the Contractor is directed by authorized law enforcement, in which case the WIPP CMR must be notified immediately. Otherwise, it shall be disconnected only upon authorization from the WIPP CMR or when required for enroute maintenance. If a tractor is disconnected, the state in which the shipment is located must be offered an opportunity to perform a CVSA inspection before the shipment can resume.

3.1.10. Vehicle Communications and Tracking System

3.1.10.1. TRANSCOM provides the driving team with a digital message capability to communicate with the WIPP CMR. The TRANSCOM system is operated 24 hours a day, seven days a week.

3.1.10.2. All movement of loaded shipping packages shall be tracked by TRANSCOM. CBFO shall furnish the TRANSCOM signal and software. The Contractor shall furnish and install the TRANSCOM hardware and all the supporting equipment.

3.1.10.3. Contractor driver shall ignore any unauthorized messages. Unauthorized radio or telephone contact shall be terminated immediately. The WIPP CMR shall be notified immediately of such communications.

3.1.10.4. In the case of a TRANSCOM system failure, the driver hauling the loaded shipment shall call the WIPP CMR describing his or her approximate location every two hours and at state border crossings while enroute.

3.1.11. Hazardous Materials Placarding

The Contractor shall verify that proper marking, labeling and placards are displayed on the vehicle by the generator site personnel at the site of origin. The Contractor shall also inspect and maintain the proper labels, markings, and placards enroute between site of origin and destination in accordance with DOT regulations.

3.1.12. DOE Issued Security Clearances

DOE issued L or Q Security Clearances will not be required during the performance of services for this contract. In the event L or Q clearances are required for any specific shipments, DOE will provide appropriately cleared escorts.

3.1.13. Safety

3.1.13.1. Incident Response Capability

In case of an incident during contract performance, drivers shall follow emergency procedures contained in the Emergency Planning, Response, and Recovery Roles and Responsibilities for TRU Waste Transportation Incidents, DOE/CAO 94-1039. Drivers shall be capable of operating emergency response radiological equipment in the event of an accident. The Contractor shall be responsible for the restoration of the incident or accident site in the event of a radiological or hazardous waste incident/accident that occurred during the contractor's performance of the transportation services under this contract. The contractor is responsible for

having the appropriate personnel or subcontractors respond to and remediate or restore the incident site and/or accident site in the appropriate or required timeframe. However, in no event shall such response time be more than 24 hours after the occurrence of the incident or accident, including timeframes required by law enforcement officials. The Contractor shall describe its approach to meeting the above requirements in the Contractor's Management Plan. This approach shall include the plans and/or methods and personnel and subcontracts, if any, that demonstrate that the contractor has the capability to and will respond with the appropriate personnel or subcontractors within the required timeframes. The Contractor's Management Plan shall be submitted in accordance with Section 4.1, "Management Plan" of the SOW and Attachment J.4, "Reporting Requirements Checklist" to the contract subject to approval by the Contracting Officer.

3.1.13.2. Incident Documentation

3.1.13.2.1. For off-normal events, such as accidents or stops caused by protesters, the Contractor shall provide the Contracting Officer the information required in DOE Manual 231.1-1A Change 1, Appendix C, Individual Accident/ Incident Report – DOE Form 5484.3, so that CBFO can formally enter it into the DOE tracking system. In addition, the Contractor shall provide the original tape or digital media to the Contracting Officer. The contractor shall have spare video tape(s) or other digital recording media in the tractor in order for the drivers to change out the tape or other digital media. The tape or other digital media shall be changed out after an off-normal event occurs so that the event and at least 60 minutes prior to the event has been recorded. This information is required as soon as it is available (no more than 24 hours following any incident unless otherwise approved by CBFO).

3.1.13.2.2. This information is required only if the incident occurred at a DOE location or during performance of contract activities. The Contractor may be required to participate and support any DOE accident/incident investigation at the direction of the CBFO.

3.1.13.2.3. The Contractor is responsible for reporting to DOT and OSHA.

3.1.14. Transition of Government Furnished Trailers

On request, the Contractor shall return to CBFO, government furnished trailers that will pass the CVSA Level VI and CBFO inspection. Prior to returning the government furnished trailers, the Contractor shall make any necessary repairs to the trailers to ensure compliance with CVSA Level VI and CBFO contractual requirements. The GFP will be delivered to the Contractor at the WIPP site.

3.1.15. TRANSPORTATION SCHEDULE

3.1.15.1. The Contractor will be provided a Transportation Schedule which will be continuously updated by CBFO and the WIPP Shipping Coordination Office. The Contractor shall support the WIPP Shipping Coordination Office in development of the schedule (see Appendix 3 for a sample Transportation Schedule). The Transportation Schedule is the mechanism by which the Contractor is notified of its shipment assignments. The Transportation Schedule includes but is not limited to the number of shipments, the Contractor assigned for each shipment, the point of origin and destination for each shipment, and other relevant information. Estimated departure times and arrival times for each shipment (including training exercises and public awareness events) will be specified in the Transportation Schedule. The schedule may change for the shipments any time prior to the departure time specified in the Transportation Schedule. The Contractor will be notified by CBFO of the schedule changes prior to the departure time.

3.1.15.2. CBFO and/or the WIPP CMR may require the Contractor to delay a shipment from leaving WIPP or a generator site, or may delay a shipment enroute, if in the opinion of the CBFO and/or WIPP CMR, inclement weather along the route or other unforeseen events may compromise the safety of the shipment. The Contractor may also use his discretion to delay a shipment or as directed by state, regional, or local authorities for such reasons with timely notification to the CBFO and/or WIPP CMR. Delays due to Contractor's action/inaction are the sole responsibility of the Contractor.

3.1.15.3. The Contractor will notify the Contracting Officer within one business day after receipt of the schedule and any updates if the number of tractors and/or drivers ordered under this contract is not sufficient to enable the Contractor to comply with the Transportation Schedule. CBFO will evaluate the Contractors' notification and take appropriate action.

3.1.15.4. CBFO and/or the WIPP CMR may redirect shipments and/or tractor teams prior to departure or while enroute.

3.2. TERMINAL SERVICES

3.2.1. The Contractor shall operate and maintain a terminal and maintenance facility within seventy (70) miles of the Waste Isolation Pilot Plant, near Carlsbad, New Mexico and provide and maintain a minimum of 11 tractors with two qualified drivers per tractor to support CH- and RH-TRU waste shipments over the designated routes. The Contractor shall retain capabilities to ship utilizing the specified number of tractor driving teams at all times. The Contractor shall retain sufficient driver tractor teams to account for equipment failure, sickness, vacations and other leaves of absences. The drivers shall be expected to drive up to the DOT maximum driver hour availability specified in 49 CFR 395.

3.2.2. The Contractor shall provide, as part of operating and maintaining the terminal, a support staff for logistical and scheduling support of the WIPP site to accommodate delivery of one or more tractor(s) and driving team(s) within a 4-hour notice as scheduled by the Department.

3.2.3. The Contractor shall provide logistical and scheduling support 24-hours, seven days per week. The support staff shall interact on a daily basis with the On-Call CBFO Transportation Manager and the WIPP Shipping Coordination Office to coordinate and schedule shipments and other transportation activities. Although the Contractor will normally be providing an inspected tractor and trailer to the WIPP pursuant to a Transportation Schedule, there will be occasions when this schedule may be modified with short notice. Trailers may be stored at the WIPP site and/or the Contractor's terminal and shall be inspected by the Contractor prior to departure.

3.2.4. The Contractor shall provide the capability to add up to 14 tractors with 28 qualified drivers and associated maintenance for additional tractors and up to 14 additional trailers at the request of CBFO as specified in Section B.

3.2.5. The terminal facility must have access control. Requirements that are applicable include, but not limited to DOE Physical Protection Manual, DOE M. 470.4-2 Physical Protection, particularly Chapter IV, Paragraph 1, and 1a. and Paragraph 3 (all). The contractor is required to comply with the SOW and all required security measures contained in the solicitation, including those contained in statutes, regulations, directives, manuals, and orders.

3.3. TRACTOR SERVICES

3.3.1. The Contractor shall furnish the equipment necessary to transport CH- and RH-TRU waste shipments according to the following specifications.

3.3.1.1. The length and weight of the tractor provided by Contractor shall be such that the overall length and weight of tractor, trailer, and payload shall meet all applicable DOT requirements for normal single-trailer shipments. The Contractor shall use tractors meeting the minimum specifications delineated below.

3.3.1.2. The Contractor shall not exceed the DOT weight limitation of 80,000 pounds except as described in Section 2. This weight limit applies to the loaded tractor, trailer, shipping packages, and payload. In the majority of shipments, the payload shall not exceed 60,300 pounds. The Contractor shall be responsible for limiting the gross tractor weight to ensure the DOT weight limitation is not exceeded.

3.3.1.3. The Contractor shall use a tractor that has sufficient horsepower to maintain speed limit on a 3% upgrade with a maximum load and governed to a maximum speed limit of 65-MPH.

3.3.1.4. The Contractor shall furnish and equip all tractors with safety equipment (including fire extinguishers, first aid kit, flares, etc.), tire chains (cables), spare tire(s), and any other equipment deemed necessary by Federal or State laws. Safety equipment on all power units shall be in accordance with 49 CFR 393.95 "Emergency Equipment on all Power Units".

3.3.1.5. The Contractor shall furnish and equip all tractors with a satellite telephone; cellular telephone; TRANSCOM system; and a 40-channel two-way citizens band radio.

3.3.1.6. The Contractor shall furnish and equip all tractors with five-range, digital or analog survey meter equipped with two detectors [a Geiger-Mueller open and closed window detector for beta-gamma radiation from 0.001 milli-seiverts per hour (0.1 mrem/hr) to 2 milli-seiverts per hour (200 mrem/hr) and an open window, pancake detector to detect alpha-beta-gamma radiation at a level of 0-5,000 counts per minute.] Performance shall meet or exceed that of a Ludlum Model 3 or Model 14-C survey meter equipped with N44-38 - energy compensated Geiger-Mueller and N44-9 pancake Geiger-Mueller detectors. The survey meter and detectors calibrations are the responsibility of the Contractor.

3.3.1.7. The Contractor shall equip each tractor with a mounted, continuous loop, on-board, tamper-proof, closed-circuit video system to monitor events taking place immediately in front of the tractor. The video system must record a minimum of one-hour segments.

3.3.1.8. The tractors shall be equipped with anti-lock brakes, power steering, a sleeper, air-ride suspension, parking brakes on both rear axles, mud-flaps on both front and rear wheels, auxiliary braking system ("Jake brake"), and a low profile heavy duty sliding fifth wheel.

3.3.1.9. The tractors shall be equipped with electronic data logging that complies with DOT regulations for tracking driver hours of service, subject to approval of CBFO.

3.3.1.10. The Contractor shall provide the capability to add up to 14 tractors at the request of CBFO as specified in Section B.

3.4. MAINTENANCE SERVICES

3.4.1. The Contractor shall provide all required tractor and trailer maintenance in accordance with the manufacturer's recommended maintenance or Contractor approved written procedures (CBFO approves trailer maintenance procedures), and CVSA. Routine or major maintenance shall be provided in a timely manner so as to avoid any delay in the Transportation Schedule. The Contractor shall provide an adequate number of inspected/maintained trailers to support the Transportation Schedule. In addition, the Contractor shall prepare a section of the Maintenance Program Plan as referenced in 4.1 below to address each of the following areas of maintenance.

3.4.1.1. Pre- and post-trip inspections performed to ensure compliance with CVSA Level VI inspection standards.

3.4.1.2. A specific maintenance procedure shall be developed for each trailer type and tractor model, and a specific maintenance schedule for each tractor and each trailer. The trailer maintenance shall, as a minimum, meet the requirements of the trailer Operations and Maintenance (O&M) Manual.

3.4.1.3. The Contractor shall maintain verifiable maintenance records and verifiable inspection records on each tractor and trailer. Maintenance records shall detail all maintenance actions taken on each unit. Inspection records shall include Contractor and state inspection results before, after, and, if applicable, during each shipment.

3.4.1.4. The Contractor shall be capable of replacing tractors within eight hours while enroute with a loaded shipment. In the event of an emergency requiring a replacement tractor, the replacement tractor shall meet all DOT requirements prior to being placed in service and pass a CVSA Level VI inspection prior to being placed in service. TRANSCOM would not have to be installed. However, communications must be maintained every two hours via the cell phone and/or satellite telephone. The state in which the tractor is replaced shall be provided an opportunity to perform a CVSA inspection.

3.4.1.5. The Contractor shall document equipment breakdowns, replacements, or operating difficulty enroute between the site of origin and destination. A monthly summary report will be furnished to the CBFO.

3.4.1.6. Procedures for preventing enroute maintenance breakdowns shall be developed by the Contractor to maintain a two percent (2%) or less *monthly* tractor-trailer set downtime rate. Required stops for inspections, regularly scheduled stops, and regularly scheduled preventative maintenance are not considered in the downtime calculations specified by *Section 3.4.1.8*. The Contractor shall record the actual down time rate in the monthly summary report as previously referenced.

3.4.1.7. The Contractor shall receive approval from CBFO for color scheme and markings of tractors and trailers. Tractor color scheme shall be compatible with the government furnished trailers.

3.4.1.8. The Contractor shall use the following formula to calculate downtime rates:

$$\text{Downtime Rate} = \frac{\text{Hours of Downtime}}{\text{Hours of Usage}} \times 100$$

"Hours of Downtime: total number of hours a tractor and/or trailer (equipment) is not available to make and/or complete a shipment in a contract month. INCLUDES mechanical breakdowns until the equipment is operational or replaced by an operational piece of equipment DOES NOT INCLUDE delays due to inclement weather; generator site delays or WIPP site delays not caused by the carrier contractor; required stops for inspections; and regularly scheduled stops.

"Hours of Usage: total number of hours the tractors and trailers (equipment) were used to make and/or complete shipments in a contract month. INCLUDES the amount of time the equipment (ie., tractors and trailers) is utilized as scheduled on the day of departure. DOES NOT INCLUDE delays due to inclement weather; generator site delays or WIPP site delays not caused by the carrier contractor.

This calculation will be provided to the Government in the monthly summary report list in Section J.1, Attachment C.

3.4.1.9. If the Contractor exceeds 2 percent downtime rate as calculated above, this shall constitute one of the bases for issuance of a cure notice and/or termination for default and/or any other action the Department determines to be necessary including ordering work that would otherwise have been ordered from the contractor, from another WIPP transportation contractor, resulting in the contractor receiving less work than intended under the contract.

3.4.1.10. The Contractor shall provide the capability to provide maintenance for up to 14 additional tractors and 14 additional trailers at the request of CBFO as specified in Section B.

3.4.1.11. The Contractor shall be responsible for the operational maintenance of the tie-downs. Additional detail is provided in WP 08-PT.04, the Packaging Trailer O&M Manual. The replacement tie downs and new tie down parts will be provided as government furnished property.

3.5. DRIVER SERVICES –

3.5.1. Driver Qualifications

3.5.1.1. The Contractor shall provide drivers that are U.S. citizens. Drivers shall meet all the DOT driver licensing, security, training and physical qualification requirements for drivers that will be hauling radioactive/hazardous shipments and the additional CBFO driver requirements are specified below.

3.5.1.2. At least 10 days prior to initiating the CBFO training program in Section 3.5.2, the Contractor shall demonstrate to the Contracting Officer, in writing, how each driver meets DOT requirements and the following additional general qualifications set forth below. The Contractor shall use the qualification checklist in Appendix 2 (Driver Qualification Checklist) and submit it to the Contracting Officer prior to any driver driving WIPP shipments. The CBFO reserves the right to reject any driver.

3.5.1.3. Drivers shall have logged a minimum of 100,000 miles per year in two of the last five years in a commercial semi-tractor trailer combination over-the-road operation or a minimum of 325,000 in five years.

3.5.1.4. Drivers shall not have received a chargeable incident or be convicted of a moving violation in a commercial motor vehicle within the last five years. The Contractor shall consider the driving history of potential drivers for the past five years in their private vehicles and document the review. Drivers shall not have repeated chargeable incidents, repeated convicted moving violations, or a single Driving While Intoxicated (DWI) or Driving Under the Influence (DUI) conviction in their private vehicles in the last 10 years. Drivers shall not have been convicted of a felony.

3.5.1.5. Drivers shall be fingerprinted in accordance with DOT regulations and DOE Security. Drivers shall undergo a Drug/Alcohol screening immediately following any accident.

3.5.1.6. For the duration of this contract, the Contractor shall maintain a strict driver penalty system for moving violations and deviations from routes. A driver shall not be allowed to continue to transport waste under this contract under any of the following conditions:

- Conviction of a moving violation in a commercial motor vehicle
- Unauthorized second deviation from route
- Third failure to make mandatory WIPP CMR/TRANSCOM shipment notifications
- Chargeable accident in a commercial vehicle
- Second constant surveillance violation
- Maintaining repeated inadequate or deliberately fraudulent driver logs or other records
- Conviction of a felony
- Drug/Alcohol screening violation
- Conviction of a DWI or DUI in a motor vehicle

3.5.1.7. The Contractor shall establish written policies to ensure that drivers maintain a professional appearance at all times. The Contractor shall provide the drivers with a standard uniform. Uniforms shall be worn at all times while performing work under this contract.

3.5.2. Driver Training Program

3.5.2.1. The Contractor shall maintain a driver training program. Each driver prior to performing transportation services under this contract must successfully complete all DOT required training and the training described below.

3.5.2.2. CBFO will provide the following training to the drivers in Carlsbad or at the WIPP site upon award of the contract, if required, and as necessary thereafter:

Type of Training	Estimated Duration	Refresher
Operation of TRUPACT-II Tie Downs	2 hours	N/A
Use of Radiation Detection Instruments	1 hour	Annually
WIPP General Employee Training	2 days	Annually
Adverse Weather & Safe Parking Protocols	2 hours	Annually
Public Affairs Training	2 hours	N/A
WIPP First Responder & Incident Command Training	2 days	Annually
Radiation Worker Training	2 days	Annually
Use of TRANSCOM Tracking Systems	1 hour	N/A
Security	1 hour	Annually

3.5.2.3. The Contractor shall obtain Contracting Officer approval of its proposed training program which shall include the training topics as listed in the table below. The contractor shall provide the training for these topics annually or as required.

Type of Training Estimated Duration

Shipping Packaging/Package Recovery Procedures	4 hours
CVSA Level VI Training	3 weeks
Decision Driving Training	1 day
Use of Satellite Telephone and Hand Held Radio	1 hour
Quality Assurance	1 hour
Integrated Safety Management	1 hour
Electronic Log Book	2 hours
GPS Route Designation Equipment	1 hour

3.5.2.4 The Contractor shall provide the capability to train and qualify up to an additional 28 drivers at the request of CBFO as specified in Section B.

4. DATA/REPORT REQUIREMENTS/QUALITY ASSURANCE

4.1. MANAGEMENT PLAN

The Contractor shall prepare a Management Plan detailing the operations to be undertaken in order to fulfill the requirements of this Statement of Work. The Management Plan shall be submitted for Contracting Officer review and approval within one month of contract award, and shall be updated annually, or more frequently as changes necessitate. The Management Plan shall contain (at a minimum) the following topics:

- Management Organization
- Administration
- Permitting Program
- Driver Screening and Hiring
- Pre-trip and Post-trip CVSA Inspection requirements
- Emergency Response
- Emergency Procedures (Implementing DOE/CAO-94-1039)
- Maintenance Program Plan
 - Maintenance and Inspection Procedures
 - Proposed Maintenance Schedule
 - Nationwide Maintenance Network
 - Maintenance Personnel Qualifications
 - Adequacy of Proposed Maintenance Support
 - Enroute Replacement of Tractors
 - Enroute Replacement of Trailers
- Security Plan
- Training Plan
- Records Management System
- Plan for < 2% Vehicle Down Time Rate
- Safety Program/Integrated Safety Management Plan
- List of insured equipment and proof of insurance
- Recovery Plan
- Communications Plan
- Quality Assurance Plan
- Fitness for Duty with drug/alcohol screening for all incidents

4.2. SUB-TIER DOCUMENTS

The Contractor may develop and incorporate by reference sub-tier documents to the Management Plan and the Transition Plan.

4.3 TRANSITION PLAN

4.3.1. The Contractor shall prepare a Transition Plan, which includes a phase-in period not to exceed 90 days from award date to assumption of transportation responsibilities. The Transition Plan will provide for (1) a schedule for orderly assumption of contract responsibilities, and (2) coverage of key functional areas during the phase-in period. The Transition Plan shall be submitted for Contracting Officer review and approval within two weeks of contract award.

4.3.2. At the end of the performance period, the Contractor shall revise its transition plan to include its approach to adequately transition all contract activities. Upon approval of the revised transition plan, the Contractor shall implement the approach as described in the plan.

4.4 SECURITY PLAN

The Contractor shall provide a security plan that meets CBFO and the DOT requirements covering transportation and support facilities. This security plan shall be submitted in accordance with this SOW and Section J.1, Attachment C, "Reporting Requirements Checklist" to the contract subject to approval by CBFO.

4.5 Government Furnished Property Reporting Requirements

The reports required in accordance with 48 CFR 945 shall be submitted on the forms provided by DOE in accordance with 48 CFR 945 and the forms' instructions. DOE is responsible for providing the forms to the contractor. The reports are to include all capital equipment and sensitive items furnished under this contract, whether or not listed on the Attachment A - List of Government Furnished Property provided in Section J.

4.6 JOB HAZARDS ANALYSIS (JHA)

The contractor shall perform a written JHA for work performed at each DOE location. The JHA must be submitted to the Contracting Officer and approved by the Department. The JHA must be updated as appropriate and as required by the contract and submitted to the Contracting Officer and approved by the Department.

4.7 QUALITY ASSURANCE PLAN

The Contractor shall provide to the Contracting Officer for review and approval, a Quality Assurance (QA) plan that complies with the CBFO QA Program Document (QAPD DOE/CBFO-94-1012) and DOT requirements. The QA Plan shall consist of the following elements at a minimum:

4.7.1. Organization

Effective implementation of a QA program is dependent on management functional responsibilities, levels of authority and lines of communication for activities affecting quality. Management is responsible for establishing and implementing policies, plans, and procedures that control the quality of work, consistent with the provisions of the CBFO QAPD.

4.7.2. Design Control

Design Control as pertinent to maintenance and repair of government furnished property (fleet tractors and tiedowns) shall comply with the manufacturers' recommendations. Substitution of non-identical replacement parts or modification of parts on GFP shall be approved by CBFO prior to use.

4.7.3. Inspections, Procedures, and Drawings

Activities affecting work quality will be performed in accordance with guidance furnished in the Transportation Management Plan and the tractor and trailer O & M Manuals.

4.7.4. Document Control

The preparation, issue, and change of documents that specify quality requirements or prescribe activities

affecting quality shall be controlled to assure that correct documents are being utilized, e.g., management plan, security plan, or quality assurance plan.

4.7.5. Identification and Control of Items

Controls shall be established to assure that only correct and accepted items are used or installed, including control of suspect counterfeit items as required by DOE Order 414.1.

4.7.6. Control of Processes

Processes affecting quality of items or services shall be controlled. Only individuals qualified in accordance with the Contractor's Transportation Management Plan will perform maintenance of tractors and trailers.

4.7.7. Inspections

Inspections verifying conformance of an item or activity to specified requirements shall be planned and executed. Characteristics to be inspected and inspection methods to be employed shall be specified.

4.7.8. Inspection, Measuring and Test Equipment

Instruments and other measuring and test equipment for activities affecting quality shall be controlled, calibrated and adjusted to maintain accuracy within required limits.

4.7.9. Control of Non-conforming Items

Items that do not conform to specified requirements shall be controlled to prevent inadvertent installation or use by marking, tagging, segregation or other methods.

4.7.10. Corrective Actions

Conditions adverse to quality identified through assessments, audits, or incidents shall be documented and reported to the Contracting Officer and the Contracting Officer's Representative (COR).

4.7.11. Quality Assurance Records

Records that furnish documentary evidence of quality shall be specified, prepared and maintained. Records shall be protected against damage, deterioration, or loss.

4.7.12. Audits

Management assessments and annual audits are required to verify compliance with the quality program. The QA Manager or designee will conduct the audits in accordance with written procedures or checklists.

5. REIMBURSABLE TRU WASTE TRANSPORTATION SERVICES

5.1. FUEL, STATE USE FEES AND PERMITS

Tractor fuel expenses, state use fees, and permit expenses incurred in performance of this contract will be reimbursed.

5.2. NEW MEXICO GROSS RECEIPTS TAX

Actual expenses incurred and paid by the Contractor for the State of New Mexico Gross Receipts taxes that are specifically allowable and allocable to this contract will be reimbursed.

5.3. PER DIEM

If a training exercise/public awareness event requires the driver to be away from the terminal longer than 12 hours, per-diem expenses may be allowed. If circumstances enroute result in delays of 12 hours or longer, per-diem expenses may also be allowed. Any allowable per-diem incurred under this contract is reimbursable

based on actual costs not to exceed the Government per-diem rates contained in the Federal Travel Regulations. Per-diem costs shall only be reimbursable under this contract while performing services under the contract.

6. APPLICABLE DOCUMENTS

The Contractor shall comply with all applicable statutory and regulatory requirements (DOT, OSHA, RCRA, DHS), DOE Orders, and other guidance and agreements including but not limited to the following documents, many of which, can be accessed at the following link

<http://www.wipp.energy.gov/carrier/CarrierRefDocs.htm> or links as indicated:

DOE Documents (Latest Revision Applies)

- CH Packaging Trailer Operations and Maintenance Manual, WP 08-PT.04
- Quality Assurance Program Document; DOE/CBFO-94-1012, Revision 6
- Recovery Guide for TRU Waste Packages, DOE/CBFO 94-1007, Revision 3
- Southern States Energy Board's Transportation Planning Guide for the U.S. Department of Energy's Shipments of Transuranic Waste, January 2005
- Waste Isolation Pilot Plant Transportation Dec 2002, DOE/CBFO 98-3103, Rev 1 (sensitive information removed)
- Western Governors' Association Waste Isolation Pilot Plant Transportation Safety Program Implementation Guide, December 2003
- Waste Isolation Pilot Plant Incident/Accident Response Team Plan; WP 12-10 Revision 0, September 17, 2003
- Environment, Safety and Health Reporting Manual, DOE Manual 231.1-1A, Appendix C, Individual Accident/Incident Report, DOE Form 5484.3
- Emergency Planning, Response, and Recovery Roles and Responsibilities for TRU-Waste Transportation Incidents, DOE/CAO-94-1039
- Waste Isolation Pilot Plant Incident/Accident Response Team Plan, WP 12-10 Revision 0, September 17, 2003
- Commercial Vehicle Safety Alliance North American Standard Out-of-Service Criteria, <http://www.cvsaa.org>.
- DOE PHYSICAL PROTECTION MANUAL, DOE M. 470.4-2
- DOE PROCEDURES NTP-A-MCEP.001 THRU NTP-A-MCEP.004

7. APPENDICES

Appendix 1 – TRU Waste Storage Sites, Locations, and Mileage

Appendix 2 – Driver Qualification Checklist

Appendix 3 – Sample Transportation Schedule

Appendix 4 – Government Furnished Trailers

APPENDIX 1

TRU Waste Storage Sites, Locations, and Mileage

Direct Shipments to WIPP Locations	Location	Distance to WIPP (miles)
Hanford Reservation (Hanford)	Richland, WA	1866
Idaho National Laboratory (INL)	Idaho Falls, ID	1541
Los Alamos National Laboratory (LANL)	Los Alamos, NM	398
Oak Ridge National Laboratory (ORNL)	Oak Ridge, TN	1440
Office of River Protection (ORP)	Richland, WA	1866
Savannah River Site (SRS)	Aiken, SC	1574
Intersite Shipping Locations	Location	Distance between Sites (miles)
Ames Laboratory (Ames)	Ames, IA	~1500
Argonne National Laboratory-East (ANL-E)	Argonne, IL	
Babcock & Wilcox - NES (B&W Lynchburg)	Lynchburg, VA	
Bettis Atomic Power Laboratory (BAPL)	West Mifflin, PA	
Knolls Atomic Power Laboratory (KAPL)	Niskayuna, NY	
Lawrence Livermore National Laboratory (LLNL)	Livermore, CA	
Nevada Test Site (NTS)	Mercury, NV	
Paducah Gaseous Diffusion Plant (PGDP)	Paducah, KY	
Sandia National Laboratories (SNL)	Albuquerque, NM	
Separations Process Research Unit (SPRU)	Schenectady, NY	
West Valley Demonstration Project (WVDP)	West Valley, NY	

NOTE: Intersite Shipments are defined as shipments from Intersite Shipping Locations to locations identified within the Direct Shipments to WIPP Locations column.

APPENDIX 2

Driver Qualification Checklist

CONTRACT DRIVERS APPLICATION REVIEW CHECKLIST

Page 1 of 2

Carrier Name _____ Review Date: ____/____/____

Drivers Name _____ SSN: _____

This review is to establish that the applicant driver meets the minimum regulatory requirements and contract requirements. Documentation must be available to support the answers upon request. This form shall be submitted to the Contracting Officer (CO) and approved prior to the driver performing WIPP Shipments.

1. Driver verified as a U.S. citizen.
YES NO
2. Application for employment is on file. (49 CFR 391.21)
YES NO
3. Verify that a written record of contact with past employers exists. (49 CFR 391.21)
YES NO
4. Driving record inquiry is on file. (49 CFR 391.25)
YES NO
5. Previous employment inquiries are on file. (49CFR391.23)
YES NO
6. Road test certification (49 CFR 391.31 or 33)
YES NO
7. Medical Examination Certification (49CFR 391.41)
YES NO
8. Annual certification of traffic violations (49CFR 391.27)
YES NO
9. Annual review of driving records (49 CFR 391.25)
YES NO
10. Drivers license (49 CFR 383.23) Class 'A' CDL with hazmat endorsement.
LIC # _____ STATE: _____
YES NO
11. Drivers shall have logged a minimum of 100,000 miles per year in two of the last five years in a commercial semi-tractor trailer combination over-the-road operation or a minimum of 325,000 in five years. (Contract Requirement)
YES NO
12. Drivers shall not have received a chargeable incident or be convicted of a moving violation in a commercial vehicle within the last five years. The driving history for the past five years in their private vehicle has been reviewed and documented. Drivers shall not have repeated chargeable incidents, repeated moving violation convictions or a single DWI or DUI in their private or commercial motor vehicle in the last 10 years. (Contract Requirement)
YES NO

APPENDIX 3

Sample Transportation Schedule

SDT	Shipment # Origin	Destination	ETA	Tractor Trailer	Load Instructions
10/3 1300	MTRF-16 WIPP	RFETS	10/06 0630	C5	Empty TRUPACTs to RFETS. Contact RFETS Traffic @ 303-966-2377; 303-966-4430, 303-966-7613 Layover @ CAST Facility Assemble ATMS equipment. 2 TPs
10/4 0400	MLUPkUp WIPP	LANL	10/4 1200	C3	Bobtail to LANL and pickup MLU, then return to WIPP.
10/6 0400	MLU2LANL WIPP	LANL	10/6 1200	C4	Deliver MLU to LANL, Bobtail return
10/6 1000	RF99014 RFETS	WIPP	10/7 0400	C5	TRU Waste to WIPP. Contact CMRO 505-885-6883. 2 TPs HRCQ
10/7 0900	RS99-52 WIPP	Santa Fe, NM	10/8 0800	C3	Road Show to support fire fighter training at Aqua Fria Fire Department. (0800-1500) Contact John Shea @ cell 505-690-1420, page 505-939-4261 or Jan Snyder @ 505-820-3696
10/8 0700	RS99-53 WIPP	Roswell, NM	10/8 1100	C2	Road Show to support EMS training. (1100 – 1500) Contact Ralph Davis @ 505-476-7817 cell 660-2138 page 939-4577
10/9 1200	MTRF-17 WIPP	RFETS	10/11 0630	C4	Empty TRUPACTs to RFETS. Contact RFETS Traffic @ 303-966-2377, 303-966-4430, 303-966-7613 Layover @ CAST Facility 2 TPs
10/10 1200	RS99-52 WIPP	Kennewick, WA	10/13 0800	C5	Road Show to support CVSA Enhanced Inspection training. (8AM – 5 PM) Add : training unit # _TBD_ to be dropped @ INL . Contact in Kennewick is Owen Hersberg @ 503-378-2082. INL contacts Keith Nelson @ 208-526-2487 or Don Pound @ 505-526-8023.
10/11 1200	MTRF-18 WIPP	RFETS	10/13 0630	C3	Empty TRUPACTs to RFETS. Contact RFETS Traffic @ 303-966-2377, 303-966-4430, 303-966-7613 Layover @ CAST Facility 2 TPs
10/11 1000	RF99015 RFETS	WIPP	10/12 0400	C4	TRU Waste to WIPP. Contact CMRO 505-885-6883. 2 TPs HRCQ
10/13 1000	RF99016 RFETS	WIPP	10/14 0400	C3	TRU Waste to WIPP. Contact CMRO 505-885-6883. 2 TPs HRCQ
10/14 1400	WIPP Site	WIPP	10/14 1600	C4 C5	Support for the CAO pre-bid solicitation tour. On-site only.
10/16 1200	MTRF-19 WIPP	RFETS	10/18 0630	C4	Empty TRUPACTs to RFETS. Contact RFETS Traffic @ 303-966-2377, 303-966-4430, 303-966-7613 Layover @ CAST Facility 2 TPs
10/18 1200	MTRF-20 WIPP	RFETS	10/20 0630	C3	Empty TRUPACTs to RFETS. Contact RFETS Traffic @ 303-966-2377, 303-966-4430, 303-966-7613 Layover @ CAST Facility 2 TPs

SDT	Shipment # Origin	Destination	ETA	Tractor Trailer	Load Instructions
10/18 1000	RF99017 RFETS	WIPP	10/19 0400	C4	TRU Waste to WIPP. Contact CMRO 505-885-6883. 2 TPs HRCQ
10/20 1000	RF99018 RFETS	WIPP	10/21 0400	C3	TRU Waste to WIPP. Contact CMRO 505-885-6883. 2 TPs HRCQ
10/22 0900	MT125 WIPP	EPD Carlsbad	10/22 1030	C2	Empty TRUPACT-II # 125 to EPD for maintenance.
10/23 1200	MTRF-21 WIPP	RFETS	10/25 0630	C3	Empty TRUPACTs to RFETS. Contact RFETS Traffic @ 303-966-2377, 303-966-4430, 303-966-7613 Layover @ CAST Facility 2 TPs
10/25 1200	MTRF-22 WIPP	RFETS	10/27 0630	C4	Empty TRUPACTs to RFETS. Contact RFETS Traffic @ 303-966-2377, 303-966-4430, 303-966-7613 Layover @ CAST Facility 2 TPs
10/25 1000	RF99019 RFETS	WIPP	10/26 0400	C3	TRU Waste to WIPP. Contact CMRO 505-885-6883. 2 TPs HRCQ
10/27 1000	RF99020 RFETS	WIPP	10/28 0400	C4	TRU Waste to WIPP. Contact CMRO 505-885-6883. 2 TPs HRCQ
10/30 1200	MTRF-23 WIPP	RFETS	11/1 0630	C3	Empty TRUPACTs to RFETS. Contact RFETS Traffic @ 303-966-2377, 303-966-4430, 303-966-7613 Layover @ CAST Facility 2 TPs

APPENDIX 4

Government Furnished Trailers

Line Item	Identifier	Official Name	Manufacturer	Serial Number	Acquisition Date
1	S020251	TRAILER, TRUPACT	REINKE	4C6CC442231090117	6/4/2001
2	S020247	TRAILER, TRUPACT	REINKE	4C6CC442631090119	6/4/2001
3	S020248	TRAILER, TRUPACT	REINKE	4C6CC442431090118	6/4/2001
4	S020249	TRAILER, TRUPACT	REINKE	4C6CC442731090114	6/4/2001
5	S020253	TRAILER, TRUPACT	REINKE	4C6CC442531090113	6/4/2001
6	S020255	TRAILER, TRUPACT	REINKE	4C6CC442331090112	6/4/2001
7	S020256	TRAILER, TRUPACT	REINKE	4C6CC442231090120	6/4/2001
8	S020888	TRAILER, TRUPACT	REINKE	4C6CC382121010194	6/4/2001
9	S020889	TRAILER, TRUPACT	REINKE	4C6CC382821010192	6/4/2001
10	S020890	TRAILER, TRUPACT	REINKE	4C6CC382X21010193	6/4/2001
11	S020891	TRAILER, TRUPACT	REINKE	4C6CC382821010189	6/4/2001
12	S020892	TRAILER, TRUPACT	REINKE	4C6CC382X21010212	6/4/2001
13	S020893	TRAILER, TRUPACT	REINKE	4C6CC382621010191	6/4/2001
14	S020894	TRAILER, TRUPACT	REINKE	4C6CC382421010190	6/4/2001
15	S020764	TRAILER, TRUPACT	REINKE	4C6CC442821080075	11/26/2001
16	S020765	TRAILER, TRUPACT	REINKE	4C6CC382321090078	12/14/2001
17	S020022	TRAILER, TRUPACT	REINKE	4C6CC442931090129	4/12/2002
18	S020023	TRAILER, TRUPACT	REINKE	4C6CC442731090128	4/12/2002
19	S020024	TRAILER, TRUPACT	REINKE	4C6CC442331090126	4/12/2002
20	S020028	TRAILER, TRUPACT	REINKE	4C6CC442X31090124	4/12/2002
21	S020029	TRAILER, TRUPACT	REINKE	4C6CC442531090127	4/12/2002
22	S020030	TRAILER, TRUPACT	REINKE	4C6CC442131090125	4/12/2002
23	S020250	TRAILER, TRUPACT	REINKE	4C6CC442931090115	4/12/2002
24	S020252	TRAILER, TRUPACT	REINKE	4C6CC442031090116	4/12/2002
25	S020847	TRAILER, TRUPACT	REINKE	4C6CC442631090122	9/30/2002
26	S020973	TRAILER, TRUPACT	REINKE	4C6CC442731010410	9/30/2002
27	S020974	TRAILER, TRUPACT	REINKE	4C6CC442031010409	9/30/2002
28	S020980	TRAILER, TRUPACT	REINKE	4C6CC442531120386	9/30/2002
29	S021018	TRAILER, TRUPACT	REINKE	4C6CC442131120384	9/30/2002
30	S021019	TRAILER, TRUPACT	REINKE	4C6CC442331120385	9/30/2002
31	S020981	TRAILER, TRU-PACT	REINKE	4C6CC442631120395	9/30/2002
32	S020982	TRAILER, TRU-PACT	REINKE	4C6CC442231120393	9/30/2002
33	S020983	TRAILER, TRU-PACT	REINKE	4C6CC442431120394	9/30/2002
34	S020984	TRAILER, TRU-PACT	REINKE	4C6CC442031120392	9/30/2002
35	S020985	TRAILER, TRU-PACT	REINKE	4C6CC442731120390	9/30/2002
36	S020986	TRAILER, TRU-PACT	REINKE	4C6CC442031120389	9/30/2002
37	S021020	TRAILER, TRU-PACT	REINKE	4C6CC442931120391	9/30/2002
38	S021021	TRAILER, TRU-PACT	REINKE	4C6CC442X31120397	9/30/2002
39	S021022	TRAILER, TRU-PACT	REINKE	4C6CC442831120396	9/30/2002
40	S021023	TRAILER, TRU-PACT	REINKE	4C6CC442131120398	9/30/2002
41	S021024	TRAILER, TRU-PACT	REINKE	4C6CC442731120387	9/30/2002
42	S021025	TRAILER, TRU-PACT	REINKE	4C6CC442931120388	9/30/2002
43	S020960	TRAILER, TRU-PACT	REINKE	4C6CC442031010412	9/30/2002
44	S020961	TRAILER, TRU-PACT	REINKE	4C6CC442631010401	9/30/2002

45	S020962	TRAILER, TRU-PACT	REINKE	4C6CC442131010399	9/30/2002
46	S020963	TRAILER, TRU-PACT	REINKE	4C6CC442X31010403	9/30/2002
47	S020964	TRAILER, TRU-PACT	REINKE	4C6CC442931010408	9/30/2002
48	S020965	TRAILER, TRU-PACT	REINKE	4C6CC442431010400	9/30/2002
49	S020966	TRAILER, TRU-PACT	REINKE	4C6CC442731010407	9/30/2002
50	S020967	TRAILER, TRU-PACT	REINKE	4C6CC442331010405	9/30/2002
51	S020968	TRAILER, TRU-PACT	REINKE	4C6CC442831010402	9/30/2002
52	S020969	TRAILER, TRU-PACT	REINKE	4C6CC442131010404	9/30/2002
53	S020970	TRAILER, TRU-PACT	REINKE	4C6CC442531010406	9/30/2002
54	S020971	TRAILER, TRU-PACT	REINKE	4C6CC442231010413	9/30/2002
55	S020972	TRAILER, TRU-PACT	REINKE	4C6CC442931010411	9/30/2002
56	S020025	TRAILER, TRUPACT	REINKE	4C6CC442031090133	12/10/2002
57	S020026	TRAILER, TRUPACT	REINKE	4C6CC442231090134	12/10/2002
58	S020850	TRAILER, TRUPACT	REINKE	4C6CC442831090123	12/30/2002
59	S020851	TRAILER, TRUPACT	REINKE	4C6CC442931090132	12/30/2002
60	S020852	TRAILER, TRUPACT	REINKE	4C6CC442431090121	12/30/2002
61	S020027	TRAILER, TRUPACT	REINKE	4C6CC442431090135	12/31/2002
62	S020849	TRAILER, TRUPACT	REINKE	4C6CC442531090130	12/31/2002
63	S020241	TRAILER, TRUPACT	REINKE	4C6CC442731100141	1/6/2003
64	S020242	TRAILER, TRUPACT	REINKE	4C6CC442531100140	1/6/2003
65	S020243	TRAILER, TRUPACT	REINKE	4C6CC442731100138	1/6/2003
66	S020244	TRAILER, TRUPACT	REINKE	4C6CC442931100139	1/6/2003
67	S020245	TRAILER, TRUPACT	REINKE	4C6CC442331100136	1/6/2003
68	S020246	TRAILER, TRUPACT	REINKE	4C6CC442531100137	1/6/2003
69	S020848	TRAILER, TRUPACT	REINKE	4C6CC442731090131	3/20/2003

All DOE TRUPACT trailers meet CVSA level VI inspection criteria.

A joint inspection will be conducted by the DOE, the new carrier and old carrier contractors prior to turnover of the trailers.

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 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) For any package, report or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

D.3 TRU WASTE SHIPMENTS

Preservation, packaging, and packing of TRU Waste shipments, shall be in accordance with the Statement of Work and in compliance with all applicable laws and regulations.

SECTION E
INSPECTION AND ACCEPTANCE

E.1 Inspection

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative and will be conducted in accordance with the clause of that title found in Section I.

E.2 Acceptance

Acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer, or any duly designated representative.

E.3 Reports/Data

In addition to all other forms and conditions of this contract, the total price is based upon delivery and acceptance of all reports/data required in accordance with Section C, Statement of Work.

SECTION F**DELIVERIES OR PERFORMANCE****F.1 Period of Performance**

The base period shall be 10 months from the date of award of this contract. Five option periods, if exercised, will extend the term of the contract to five years from the date of award of this contract as follows:

1. Base Period: 0 through 10 Months after Date of Award
2. Option Period 1: 11 through 22 months after Date of Award
3. Option Period 2: 23 through 34 months after Date of Award
4. Option Period 3: 35 through 46 months after Date of Award
5. Option Period 4: 47 through 58 months after Date of Award
6. Option Period 5: 59 through 60 months after Date of Award

Specific performance periods will be stated in each individual task order as specified in Section H.18 and FAR 52.216-18 "Ordering".

F.2 Exercise of Options

In accordance with Section I.27, FAR 52.217-8 "Option to Extend Services" (Nov 1999) and Section I.28, FAR 52.217.9 "Option to Extend the Term of the Contract" (Mar 2000), the Department of Energy has included five option periods to extend the term of this contract. In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the Contractor, in writing by the Contracting Officer or designated representative. When deciding whether to exercise the option(s), the Contracting Officer may consider: (1) the quality of the Contractor's performance under this contract; (2) if sufficient funding is available; (3) whether the requirement covered by the option fulfills an existing Government need; and (4) whether the exercise of the option is the most advantageous method of fulfilling the Government's need, price and other factors considered.

F.3 Principal Place of Performance

The requirement requires the Contractor to perform at and between many DOE sites across the nation in shipping transuranic waste and performing other transportation services across the continental United States. The Contractor shall operate and maintain terminal and maintenance facility within seventy (70) miles of the Waste Isolation Pilot Plant, near Carlsbad, New Mexico.

F.4 Deliverables

The Contractor shall provide the plans, reports, and records specified in Section C – Statement of Work in accordance with the schedule requirements specified Section J, Attachment C - "Reporting Requirements Checklist" of this contract and each individual task order.

SECTION G**CONTRACT ADMINISTRATION DATA****G.1 Correspondence Procedures**

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

- (a) **Technical Correspondence.** Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), with an information copy of the correspondence to the DOE Contracting Officer (see below paragraph (c)) and to the cognizant Government Contract Administration Office (if other than DOE) designated in Block 24 of the Contract Form (Solicitation, Offer, and Award Standard Form 33) of this contract or if a Standard Form 26 is used (Award/Contract) the Government Contract Administration Office designated in block 6 of this contract.
- (b) **Other Correspondence.**
 - (1) If no Government Contract Administration Office is designated on the Contract Form of this contract, all correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).
 - (2) If a Government Contract Administration Office is designated on the contract form of this contract, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the DOE Contracting Officer, DOE COR, and to the DOE Patent Counsel (where patent or technical data issues are involved).
- (c) The DOE Contract Specialist for the contract is located at the address in (d) below and is as follows:
Stanley T. Colt

The Contractor shall use the DOE Contract Specialist as the focal point for all matters regarding this contract except technical matters (see (a) above for definition of technical matters).
- (d) **DOE Contracting Officer Address.** The Contracting Officer address is as follows:
Arthur L. Welton
U.S. Department of Energy
Carlsbad Field Office
4021 National Parks Highway
P.O. Box 3090
Carlsbad, NM 88221
- (e) **Technical Reports.** Procedures for technical reports are described in an attachment to the contract listed at Section J.

G.2 Billing Instructions

- (a) The Contractor is encouraged to submit, in accordance with the Payments provisions of this contract, an electronic Invoice using the Vendor Inquiry Payment Electronic Reporting System (VIPERS) system at <http://www.finweb.oro.doe.gov/vipers.htm>. The benefits of using the electronic invoicing function within VIPERS include increased accuracy and response time, thus resulting in more expeditious payment of invoices. Detailed instructions on how to enroll and use the system are provided on the web page.

However, paper submissions can still be accommodated. The Contractor shall submit the original of any paper invoice(s) in accordance with the Payments provision of this contract to:

U.S. Department of Energy
 Oak Ridge Operations Office
 Oak Ridge Financial Service Center
 P.O.. Box 4937
 Oak Ridge, TN 37831

Contract Number	Amount of Invoice
Contractor Name	Period Covered
Date of Invoice	Items Delivered
Invoice Number	Cumulative Amount Invoiced to Date

G.3 DOE Contracting Officer's Representative (COR) Address (JAN 1990)

- (a) The COR's address is as follows:

Donald C. (Casey) Gadbury
 U.S. Department of Energy
 Carlsbad Field Office
 4021 National Parks Highway
 P.O. Box 3090
 Carlsbad, NM 88221

- (b) The Contractor shall use the COR as the point of contact on technical matters (See the Correspondence Procedures clause, above, for definition), subject to the restrictions of the clause entitled "Technical Direction" located in Part I, Section H.

SECTION H**SPECIAL CONTRACT REQUIREMENTS****H.1 Release of Information**

Any proposed public release of information by the Contractor including publications, exhibits, or audiovisual productions pertaining to the work called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to DOE-CBFO, Office of Public Affairs, P.O. Box 3090, Carlsbad, New Mexico 88221. All proposed releases should conform to the requirements of the applicable DOE Orders pertaining to the public release of information.

H.2 Consecutive Numbering

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

H.3 Confidentiality of Information

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
 - (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - (3) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clause shall flow down to all subcontracts.

H.4 Technical Direction

- (a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR) identified elsewhere in this contract. The term "technical direction" is defined to include, without limitation:
- (1) Directions to the Contractor, which fill in details or otherwise serve to accomplish the contractual Statement of Work.
 - (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 under the contract.
- (b) 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 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 price 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 shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this article and within his 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 (b) (1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer 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; or
 - (2) Advise the Contractor within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer 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" of the contract.

H.5 Modification Authority

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

H.6 Government Property and Data

GFP and Data.

- (1) Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically included in Attachment A - List of Government Property - Furnished, Part III, Section J,) to the contract, shall be furnished.
- (2) The cost to move the trailers to another location if required is included in the firm fixed price established in Section B.2.
- (3) The Contractor is responsible for the maintenance (including painting) of the trailers provided as GFP.

H.7 Subcontracts

- (a) Prior to the placement of subcontracts and in accordance with the clause, "Subcontracts-Fixed-Price Contracts," the Contractor shall ensure that:
 - (1) they contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flow-down applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" and "Small Business and Small Disadvantaged Business Subcontracting Plan" contained in Part II, Section I of the contract;
 - (2) any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.404-3b) and subcontractor Representations and Certifications (see Part IV, Section K and the document referenced in the Representations, Certifications and Other Statements of the Offeror clause are received); and
 - (3) any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost revision of this contract or any of the respective obligations of the parties there under, or creation of any subcontractor privity of contract with the Government.
- (b) Prior to the award of any subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause contained in Section I of this contract. The subcontractor shall perform no work until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

H.8 Reporting Of Fraud, Waste, Abuse, Corruption, or Mismanagement

The Contractor is required to comply with the following in accordance with the applicable DOE Order:

- (a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts. The DOE Contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, Contractors, or subcontractors. The DOE Contractor employees should also report to the

DOE IG any allegations of reprisals taken against DOE or DOE Contractor employees who have reported fraud, waste, abuse, corruption, or mismanagement to the IG;

- (b) display and publish the DOE IG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies; and
- (c) publish the DOE IG hotline telephone number in phone books and newsletters.

H.9 Lawful Performance, Operating Authority, and Insurance

The Contractor shall comply with all applicable Federal, Tribal, State, and local laws and regulations, including all applicable licenses, permits, fees, and standards necessary to transport CH- and RH-TRU waste shipments over the designated routes. The Contractor shall also comply with the WIPP Transportation Plan (DOE/CBFO 98-3103) available at <http://www.wipp.ws/carrierrefdocs.htm>. Motor carriers shall possess the required operating authority and maintain minimum levels of financial responsibility as required by 49 CFR 387.9.

H.10 Key Personnel

As a minimum, the Contractor shall designate individuals in the positions of Project/Terminal Manager, Safety Manager, and Quality Assurance Manager as Key Personnel. Pursuant to the clause entitled "Key Personnel," the Contractor's Key Personnel are as follows:

<u>NAME</u>	<u>TITLE</u>
Gaylon Fuller	Project/Terminal Manager
Kent Statham	Safety Manager
Exemption 6	Quality Assurance Manager

The clause (DEAR 952.235-70) entitled "Key Personnel" contains a requirement for notification to the Contracting Officer reasonably in advance of any diversion or substitution of any of these individuals. That period of time shall not be less than thirty (30) days. The Project/Terminal Manager position is a position that is required to be located at and performed on site at the terminal.

H.11 Subcontracting Reporting Submission Requirements (Not Applicable to a Small Business Contractor)

In accordance with Federal Acquisition Regulation (FAR) 52.219-9 entitled "Small Business Subcontracting Plan" or an alternate that is included in this contract, Contractors shall submit Standard Form 294, Subcontracting Report for Individual Contracts semi annually and Standard Form 295, Summary Subcontract Report annually based on the mid-point and end of the Government's fiscal year. These reports shall be submitted to the Contracting Officer electronically by entering the data required using the Web-based Subcontracting Reporting System (SRS) at <http://www.pr.doe.gov/srs/>. An SRS Handbook is available at <http://www.pr.doe.gov/pr3.html>. Failure to submit the reports on schedule is considered a contract breach and may result in the withholding of fee or other payments until such time as the report is properly prepared, submitted and accepted by the Contracting Officer. REMINDER: In accordance with FAR 15.304 when an acquisition is competitively awarded, an Offeror's past performance (including the submission of subcontract reports) shall be considered in evaluation of an Offeror's proposal.

H.12 Lobbying Restriction (Energy & Water Development Appropriations Act)

The Contractor or awardee 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, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.13 Cooperative Working Relationship with Other Carrier Contractor

The Contractor agrees to cooperate with other Transportation Service Carriers for WIPP under contract to DOE. Lessons learned, problems with routes, and other information which could improve safety under this effort shall be shared with one another and the Government.

H.14 U.S. Department Of Transportation (DOT) Carrier Safety Rating

The Contractor shall maintain a satisfactory DOT Motor Carrier rating during the period of performance. An unsatisfactory or conditional rating may be cause for termination in accordance with the terms and conditions of this contract.

H.15 Employee Hiring Preference

The Contractor shall give a hiring preference to those qualified employees who are currently employed by the incumbent WIPP transportation Contractor, CAST Transportation, Inc. and Tri-State Motor Transit Company for non-management positions. If incumbent drivers have already completed qualification training, they do not have to repeat the training.

H.16 Exclusive Use of Tractors and Teams

All tractors and driver teams provided by the Contractor in accordance with this contract shall be reserved for the exclusive use of this contract.

H.17 Safe Driving Bonuses and Incentive Compensation Programs

- (a) Due to the importance of safe transportation of waste throughout the United States, especially waste such as that produced as a result of DOE operations, including transuranic waste as expressed by Southern States Energy Board Transportation Planning Guide for the U.S. Department of Energy's Shipments of Transuranic Waste; January 2005; Memorandum of Agreement between the Western Governors and U.S. Department of Energy, Regional Protocol for the Safe and Uneventful Transportation of Transuranic Waste; Waste Isolation Pilot Plant Transportation Plan Dec 2002; DOE/CBFO 98-3103, Rev 1; and Western Governors' Association WIPP Transportation Safety Program Implementing Guide, December 2003, the contractor shall develop a plan or policy in accordance with FAR 31.205-6(f) to reward the safe driving of the drivers transporting the waste under this contract. At the conclusion of each year of performance, the Contractor will assess the safety performance of the contractor's drivers. The contractor shall provide information and records to support the assessment of the safety performance in accordance with procedures approved by the contracting officer and paragraph (g) below.
- (b) At a minimum, the contractor's bonus or incentive plan shall provide for a safety bonus to be awarded to its drivers qualified under 49 CFR 391 at the conclusion of each year of performance under this contract in accordance with the following:
 - (1) The bonus shall be based upon total actual miles driven each year of performance by all drivers collectively in performing government transportation services under this contract.

- (2) If there have been no OSHA recordable injuries and/or no "at fault" determinations, no civil judgments, and/or no criminal convictions, traffic fines or penalties assessed by courts or administrative bodies, including federal, state, local, tribal law enforcement officials, or tribal tribunals as result of activities related to or during transportation of shipments attributable to the performance of any drivers employed by the Contractor during each year of performance, the amount of such bonus incentive shall be calculated as follows:

$$\$0.20 \times \text{Total Miles}$$

All of the calculated amount shall be awarded to all of the drivers employed by the Contractor, divided and disbursed in accordance with the contractor's policies and procedures.

- (3) If only one of the incidents listed in paragraph H-17(b)(2) has occurred during the year of performance as a result of activities related to or during transportation of shipments attributable to the performance of any drivers employed by the Contractor, the amount of such bonus incentive shall be calculated for the drivers employed by the Contractor other than the driver(s) involved in the above matters as follows:

$$\$0.15 \times \text{Total miles}^*$$

*Total miles exclude the miles associated with the occurrence of the activities in paragraph (b) (2) above.

All of the calculated amount shall be awarded to all drivers, other than the driver(s) involved in the incidents listed above. It shall be divided and disbursed in accordance with the contractor's procedures.

- (4) If two of the incidents stated in paragraph H.17 (b) (2) above have occurred during the year of performance as a result of activities related to or during transportation of shipments attributable to the performance of any drivers employed by the Contractor, the amount of such bonus incentive shall be calculated for the drivers employed by the Contractor other than the driver(s) involved in the activities listed in paragraph H.17 (b) (2) as follows:

$$\$0.10 \times \text{Total miles}^*$$

*Total miles exclude the miles associated with the occurrence of the activities in paragraph (b) (2) above.

- (c) All of the calculated amount shall be awarded to all drivers, other than the driver(s) involved in the matters in paragraph (b) (2) above. It shall be divided and disbursed in accordance with the contractor's procedures.
- (d) If three or more of the incidents set forth in paragraph H-17(b) (2) have occurred within the year of performance, the contractor's plan shall provide that there will not be a safety bonus incentive issued.
- (e) If there has not been a final resolution or final determination of the matters identified in H.17 (b)(2) by the end of the year of performance, the bonuses shall not be awarded to the drivers until a final resolution/determination has occurred. The contractor shall notify the contracting officer when there has not been a final determination and provide sufficient documentation to demonstrate that there has not been a final determination. Such documentation should include citation, current stage of process, any notices of violation, any appeals, and/or any other documents requested by the contracting officer. When a final resolution or determination has been made by the appropriate body or fine and penalty has been assessed, the contractor shall

immediately provide the final determination or resolution, and/or fines, and/or penalties and any and all documents demonstrating the conclusion of the matter.

- (f) The contractor's established plan or policy shall be submitted to the contracting officer for approval within seven days after the effective date of the contract. Any changes to the plan or policy shall be submitted to the contracting officer for approval.
- (g) The following records shall be maintained and provided to the contracting officer upon submission of an invoice for reimbursement of the bonus incentives paid to the drivers by the contractor. These records are in addition to any other records that the contractor is required to maintain under this contract.
 - (1) Copies of all mileage logs for each driver, including those required to be maintained by DOT and any and all federal, state, local or tribal laws, regulations, or authorities; and
 - (2) Appropriate records to demonstrate the driving record of each driver, including but not limited to any federal, state, local, or tribal bureau of motor vehicles or law enforcement's records for each driver; and
 - (3) Copies of shipment number invoices containing mileage and delay times for each shipment; and
 - (4) Any and all applicable records maintained by TRANSCOM pertaining to the contractor and its drivers. Contractors are advised that the contracting officer will verify information regarding the contractor and its drivers through TRANSCOM, and
 - (5) Copies of the DOT Annual Check which is reported to the Contractor regarding moving violations and accidents of both the company and the drivers. The contracting officer will also verify with DOT the results of the annual check. and;
 - (6) Copies of all accounting and cost records documenting calculations, and
 - (7) Copies of payments made to the individual drivers; and
 - (8) Any and all other documentation received by the contractor and responses of the contractor regarding any of the incidents listed in (b) (2) above from any federal, state, local, or tribal body, including courts and law enforcement agencies, and
 - (9) Any and all information pertaining to OSHA inspections and any correspondence between OSHA and the contractor, including but not limited to violations and responses thereto.
- (h) The government retains the right to verify any information provided by the contractor with the applicable entity and/or obtain the information independently. The contractor agrees to assist the government in obtaining access to any state, local, federal, or tribal reports and/or records.
- (i) There will not be any distribution of the money to the individual drivers by the government. The amount contained in Section B.2 is an estimated amount. Costs shall be reimbursed in accordance with FAR Part 31 and the terms and conditions of the contract.
- (j) Since the above incentive award is part of the driver's compensation, the contractor shall give any labor organization representing its drivers notice of the proposed policy as soon as practicable after contract award and shall negotiate in good faith until impasse or agreement with that labor organization about that policy, consistent with any applicable bargaining agreement and applicable law.
- (k) Any subcontract for drivers shall include the above requirement for incentive bonuses for safe

driving.

- (l) The above clause, as are all other clauses contained herein, is not intended for the benefit for third parties.

H.18 Task Orders

- a. As described in Section I. FAR 52.216-18 "Ordering", the Government shall issue Task Orders to the Contractor to provide the required transportation services for a specified period of performance. The total value of the task order will include a firm fixed price for services and an estimated cost for reimbursable items. The values will be established in accordance with Section B.2 of this contract based on the quantity ordered.
- b. The funding available in each Task Order for cost reimbursable items shall be treated as a separate amount allowed and obligated as described in Section B.1.4 "Obligation of Funds Financial Limitations" and Section I.60 FAR 52.232-22, "Limitation of Funds as if such funding were separately set forth in Section B of the contract. The accepted firm-fixed price items will be fully funded upon issuing a Task Order or exercising the option for that item.
- c. The Contractor shall monitor, collect, control, and report reimbursable costs in accordance with the terms of each Task Order. Fee/profit is not allowed on reimbursable costs. In no event will the Contractor be entitled to reimbursement of more than the funding limitation for reimbursable costs and the total firm fixed price for all items as stated in each Task Order.
- d. The Government will issue a minimum of one Task Order for the Basic Transportation Services described in Section B.2 for the Base Period and for subsequent Option Periods that are exercised. The Government may issue additional Task Orders thereafter for Additional Transportation Services, described in Section B, during the Base Period and any Option Period if exercised. Any additional quantities ordered will be based on future WIPP shipping requirements that cannot be satisfied with the minimum quantities ordered under this contract. The Government at its sole discretion may order Additional Transportation Services as identified in Section B subject to the contractor's performance under this contract in the following areas:
 - (1) On-time pick-up and delivery record;
 - (2) Downtime rate record;
 - (3) Safety record;
 - (4) Price; and
 - (5) Other factors determined by the Contracting Officer to be in the best interest of the Government.

- e. Task orders will be issued by unilateral execution of an Optional Form 347 "Order for Supplies/Services". The start date of the period of performance of the task order for "Basic Transportation Services" will be the start date of the base period or of each option period, if exercised. The start date of the period of performance of the task order for "Additional Transportation Services" will be determined by the Government but will not be less than 60-days following execution of the task order, unless otherwise bilaterally agreed to. The six month and 12 month periods specified in Section B for Additional Transportation Services is the period of performance for providing the transportation services. The 60 days is not calculated into the six and/or 12 month periods. The contractor will have no less than 60 days from the issuance of the task order before it shall be required to provide either the six months or 12 months of transportation services. An extension of the period of performance of the task order issued under paragraph (f) of this clause is not subject to the 60 day requirement stated in this clause.

- f. The Government will specify in each Task Order the quantity of services ordered and the period in which the Contractor is to provide those services. In Section B.2, the period of performance for Basic Transportation Services ordered under the Base Period will be for 10 months and 12, 12, 12, 12 and 2 months, respectively, for Option Periods 1 through 5. Any Task Order placed in the Base Period or subsequent Option Period for Additional Transportation Services will be for a period of either six months or 12 months. The Government reserves the right to change the period of performance for any individual Task Order. The government has the right to extend the period of performance specified for an individual task order for six months or 12 months, with no less than 30 days notice, at prices no higher than those specified in Section B or at a lower negotiated rate.
- g. The quantity of services ordered shall be in accordance with Section I.26, FAR 52.216-19 "Order Limitations" (Oct 1995) and H.19.

H.19 Minimum and Maximum Order Quantities

The minimum and maximum order quantities for services are reflected in the following tables:

Table H.1: Minimum and Maximum Order Quantities for Section B.

PERIOD	Basic Transportation Services 1.1, 2.1, 3.1, 4.1, 5.1, 6.1		Additional Tractor Services 2.2.1, 3.2.1, 4.2.1, 5.2.1, 6.2.1		Additional Maintenance Services 2.2.2, 3.2.2, 4.2.2, 5.2.2, 6.2.2		Additional Driver Services 2.2.3, 3.2.3, 4.2.3, 5.2.3, 6.2.3	
	Min	Max	Min	Max	Min	Max	Min	Max
Base Period	1 Lot	1 Lot	0	14	0	14	0	28
Option Period 1	1 Lot	1 Lot	0	14	0	14	0	28
Option Period 2	1 Lot	1 Lot	0	14	0	14	0	28
Option Period 3	1 Lot	1 Lot	0	14	0	14	0	28
Option Period 4	1 Lot	1 Lot	0	14	0	14	0	28
Option Period 5	1 Lot	1 Lot	0	14	0	14	0	28

Note: A lot is defined as the basic transportation services (which consists of the sub-items and which are not separately priced) specified in Sections B.2.1.1, B.2.2.1, B.2.3.1, B.2.4.1, B.2.5.1, B.2.6.1. (i.e., General Services, Terminal Services, Maintenance Services, and Driver Services).

H.20 ACCESS TO DOE-OWNED OR LEASED FACILITIES

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

- (1) is, or is suspected of being, a terrorist;
- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant and material facts from any

Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;

- (4) has presented false or forged identity source documents;
- (5) has been barred from Federal employment;
- (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
- (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

- (c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.
- (d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.
- (e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE -owned or leased facilities.

H.21 Motor Carrier Evaluation Program (MCEP) Audit

The Contractor shall undergo and pass the Motor Carrier Evaluation Program (MCEP) Audit. The MCEP Audit that is conducted by DOE is an extensive audit of all facets of a carrier's business operations including an extensive on-site physical review of records and equipment. This inspection is covered in DOE Procedures NTP-A-MCEP 001 through NTP-A-MCEP 004. If the Contractor does not pass the Audit, the Government reserves the right to terminate the contract for default.

SECTION I

CONTRACT CLAUSES

FEDERAL ACQUISITION REGULATIONS (FAR) AND DEPARTMENT OF ENERGY ACQUISITION REGULATIONS (DEAR) CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

I.1	FAR 52.202-1	Definitions	JUL 2004
I.2	FAR 52.203-3	Gratuities	APR 1984
I.3	FAR 52.203-5	Covenant Against Contingent Fees	APR 1984
I.4	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government	JUL 1995
I.5	FAR 52.203-7	Anti-Kickback Procedures	JUL 1995
I.6	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
I.7	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	JAN 1997
I.8	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions	JUN 2003
I.9	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper	AUG 2000
I.10	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	JAN 2005
I.11	FAR 52.215-2	Audit and Records – Negotiation	JUN 1999
I.12	FAR 52.215-8	Order of Precedence - Uniform Contract Format	OCT 199
I.13	FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data	OCT 1997
I.14	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications	OCT 1997
I.15	FAR 52.215-12	Subcontractor Cost or Pricing Data	OCT 1997
I.16	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications	OCT 1997
I.17	FAR 52.215-14	Integrity of Unit Prices	OCT 1997
I.18	FAR 52.215-14	Alternate I	OCT 1997
I.19	FAR 52.215-15	Pension Adjustments and Asset Reversions	OCT 2004
I.20	FAR 52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions	OCT 1997
I.21	FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications	OCT 1997
I.22	FAR 52.215-21	Alternate II	OCT 1997
I.23	FAR 52.215-21	Alternate III	OCT 1997
I.24	FAR 52.215-21	Alternate IV	OCT 1997
I.120	FAR 52.216-7	Allowable Cost and Payment	DEC 2002
I.25	FAR 52.216-18	Ordering Paragraph (a): insert “from effective date of award through the end of the total contract period”	OCT 1995
I.26	FAR 52.216-19	Order Limitations Paragraph (a), (b)(1), and (b)(2): insert “as Specified in H.19, “Minimum and Maximum Order Quantities”.” Paragraph (b)(3): insert “60 days” Paragraph (d): insert “5 days”	OCT 1995
I.27	FAR 52.217-8	Option to Extend Services Insert “within 60 days from the end of the total contract period.”	NOV 1999
I.28	FAR 52.217-9	Option to Extend the Term of the Contract Paragraph (a): insert “10 days before the end of the base and/or option period”	MAR 2000

		Paragraph (c): insert "74 months from the effective date of the contract."	
I.29	FAR 52.219-8	Utilization of Small Business Concerns	MAY 2004
I.30	FAR 52.219-9	Small Business Subcontracting Plan	JAN 2002
I.31	FAR 52.219-14	Limitations on Subcontracting	DEC 1996
I.32	FAR 52.219-24	Small Disadvantaged Business Participation Program – Targets	OCT 2000
I.33	FAR 52.222-1	Notice to the Government of Labor Disputes	FEB 1997
I.34	FAR 52.222-3	Convict Labor	JUN 2003
I.35	FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	SEP 2000
I.36	FAR 52.222-20	Walsh-Healey Public Contracts Act	DEC 1996
I.37	FAR 52.222-26	Equal Opportunity	APR 2002
I.38	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans	DEC 2001
I.39	FAR 52.222-36	Affirmative Action for Workers with Disabilities	JUN 1998
I.40	FAR 52.222-41	Service Contract Act of 1965, as Amended	MAY 1989
I.41	FAR 52.223-3	Hazardous Material Identification and Material Safety Data	JAN 1997
I.42	FAR 52.223-3	Alternate 1	JUL 1995
I.43	FAR 52.223-6	Drug-Free Workplace	MAY 2001
I.44	FAR 52.223-14	Toxic Chemical Release Reporting	AUG 2003
I.45	FAR 52.224-1	Privacy Act Notification	APR 1984
I.46	FAR 52.224-2	Privacy Act	APR 1984
I.47	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises	JUN 2000
I.48	FAR 52.227-1	Authorization and Consent	JUL 1995
I.49	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	AUG 1996
I.50	FAR 52.227-3	Patent indemnity	APR 1984
I.51	FAR 52.227-14	Rights in Data - General	JUN 1987
I.52	FAR 52.227-23	Rights to Proposal Data (Technical)	JUN 1987
I.53	FAR 52.229-3	Federal, State, and Local Taxes	APR 2003
I.54	FAR 52.229-10	State of New Mexico Gross Receipts and Compensating Tax	APR 2003
I.55	FAR 52.232-1	Payments	APR 1984
I.56	FAR 52.232-8	Discounts for Prompt Payment	FEB 2002
I.57	FAR 52.232-11	Extras	APR 1984
I.58	FAR 52.232-17	Interest	JUN 1996
I.59	FAR 52.232-19	Availability of Funds for the Next Fiscal Year	APR 1984
I.60	FAR 52.232-22	Limitation of Funds Substitute "Task order" for "Schedule"	APR 1984
I.61	FAR 52.232-23	Assignment of Claims	JAN 1986
I.62	FAR 52.232-25	Prompt Payment	OCT 2003
I.63	FAR 52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration	OCT 2003
I.64	FAR 52.233-1	Disputes	JUL 2002
I.65	FAR 52.233-1	Alternate I	DEC 1991
I.66	FAR 52.233-3	Protest after Award	AUG 1996
I.67	FAR 52.237-3	Continuity of Services	JAN 1991
I.68	FAR 52.242-1	Notice of Intent to Disallow Costs	APR 1984
I.69	FAR 52.242-12	Report of Shipment (REPSHIP)	JUN 2003
I.70	FAR 52.242-13	Bankruptcy	JUL 1995
I.71	FAR 52.242-15	Stop-Work Order	AUG 1989
I.72	FAR 52.252-15	Alternate I	APR 1984
I.73	FAR 52.243-1	Changes-Fixed Price	AUG 1987
I.74	FAR 52.243-1	Alternate IV	AUG 1984
I.75	FAR 52.243-2	Changes-Cost Reimbursement	AUG 1987

I.76	FAR 52.244-5	Competition in Subcontracting	DEC 1996
I.77	FAR 52.244-6	Subcontracts for Commercial Items	DEC 2004
I.78	FAR 52.245-1	Property Records	APR 1984
I.79	FAR 52.245-2	Government Property (Fixed-Price Contracts)	MAY 2004
I.80	FAR.52.246-2	Inspection of Supplies - Fixed-Price	AUG 1996
I.81	FAR 52.246-4	Inspection of Services - Fixed-Price	AUG 1996
I.82	FAR 52.246-5	Inspection of Service – Cost Reimbursement	APR 1984
I.83	FAR 52.246-14	Inspection of Transportation	APR 1984
I.84	FAR 52.246-16	Responsibility for Supplies	APR 1984
I.85	FAR 52.246-25	Limitation of Liability – Services	FEB 1997
I.86	FAR 52.247-63	Preference for U.S.-Flag Air Carriers	JUN 2003
I.87	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels	APR 2003
I.88	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price)	MAY 2004
I.89	FAR 52.249-6	Termination (Cost Reimbursement)	MAY 2004
I.90	FAR 52.249-8	Default (Fixed-Price Supply and Service)	APR 1984
I.91	FAR 52.249-14	Excusable Delays	APR 1984
I.92	FAR 52.222-37	Employment Reports on Disabled Veterans and Veterans of the Vietnam Era	JULY 1999
I.93	DEAR 952.202-1	Definitions	
I.94	DEAR 952.208-70	Printing	APR 1984
I.95	DEAR 952.235-70	Key Personnel	APR 1994
I.96	DEAR 950.250-70	Nuclear Hazards Indemnity Agreement	OCT 2005

FULL TEXT CLAUSES

I.97 FAR 52.204-7 Central Contractor Registration (OCT 2003)

(a) Definitions. As used in this clause--

Central Contractor Registration (CCR) database means the primary Government repository for Contractor information required for the conduct of business with the Government.

Data Universal Numbering System (DUNS) number means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

Data Universal Numbering System +4 (DUNS+4) number means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same parent concern.

Registered in the CCR database means that--

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
 - (2) The Government has validated all mandatory data fields and has marked the record "Active".
- (b) (1) By submission of an offer, the Offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.
- (2) The Offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the Offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the Offeror is registered in the CCR database.
- (c) If the Offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.
- (1) An Offeror may obtain a DUNS number--
 - (i) If located within the United States, by calling Dun and Bradstreet at 1-866-705-5711 or via the Internet at <http://www.dnb.com>; or
 - (ii) If located outside the United States, by contacting the local Dun and Bradstreet office.
 - (2) The Offeror should be prepared to provide the following information:
 - (i) Company legal business.
 - (ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.
 - (iii) Company Physical Street Address, City, State, and Zip Code.
 - (iv) Company Mailing Address, City, State and Zip Code (if separate from physical).
 - (v) Company Telephone Number.
 - (vi) Date the company was started.

- (vii) Number of employees at your location.
 - (viii) Chief executive officer/key manager.
 - (ix) Line of business (industry).
 - (x) Company Headquarters name and address (reporting relationship within your entity).
- (d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.
- (e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.
- (f) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (g) (1) (i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of Subpart 42.12 of the FAR; and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (g)(1)(i) of this clause, or fails to perform the agreement at paragraph (g)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (h) Offerors and Contractors may obtain information on registration and annual confirmation requirements via the internet at <http://www.ccr.gov> or by calling 1-888-227-2423, or 269-961-5757.

I.98 FAR 52.216-22 Indefinite Quantity (OCT 1995)(DEVIATION)

- (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 24 months from the effective date of the contract or after 24 months from the beginning of an Option Period if the Government exercises the Option Period.
- (e) The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through one non-set-aside contract and one set-aside contract. Therefore, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between the set-aside Contractor and the non-set-aside Contractor in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contractors."

I.99FAR 52.215-19 Notification of Ownership Changes (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.100 FAR 52.219-7 Notice of Partial Small Business Set-Aside (June 2003)(DEVIATION)

(a) Definitions. "Small business concern", as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) General.

(1) A portion of this requirement, identified elsewhere in this solicitation, has been set aside for award to one or more small business concerns.

(2) Offers on the non-set-aside portion will be evaluated first and award will be made on that portion in accordance with the provisions of this solicitation.

(3) Both awards will be made to the responsible Offerors whose proposals are responsive to the solicitation and determined to be the best value to the Government subject to the following:

- (i) Offers on the non-set-aside portion will be evaluated first and award will be made on a best value basis as described in the solicitation.
- (ii) Offers of the set-aside portion will then be evaluated on a best value basis as described in the solicitation and an apparent successful Small Business Offeror will be selected. The successful Offeror for the non-set-aside portion will not be considered for the set-aside portion.
- (iii) The Government will not award the set-aside portion at an unreasonably high price.
- (iv) The Government may determine a competitive range for the set-aside portion and conduct discussions to obtain a better price, or a better technical proposal or both. If the Government is unable to obtain an acceptable proposal (considering both the technical proposal and price) from a responsible offeror in the set-aside portion, it reserves the right to make a second award on the non-set-aside portion and no award on the set-aside portion.

(4) The Government reserves the right to not consider token offers or offers designed to secure an unfair advantage over other offerors eligible for the set-aside portion.

(c) Agreement. For the set-aside portion of the acquisition, a small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified acquisition procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

I.101 FAR 52.222-43 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (MAY 1989)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, *et seq.*), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

- (d) The contract price or contract unit price labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
- (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
 - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
 - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data, including payroll records that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

I.102 FAR 52.222-44 Fair Labor Standards Act and Service Contract Act - Price Adjustment (FEB 2002)

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The contract price or contract unit price labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with -
 - (1) An increased or decreased wage determination applied to this contract by operation of law; or
 - (2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (d) Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation

insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit.

- (e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.
- (f) The Contracting Officer or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.

I.103 FAR 52.222-47 SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/Offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor [] and the [](union). If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of FAR 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

I.104 FAR 52.228-5 Insurance - Work on a Government Installation (JAN 1997)

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective -
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

I.105 FAR 52.229-4 Federal, State, and Local Taxes (State and Local Adjustments) (APR 2003)

(a) As used in this clause--"All applicable Federal, State, and local taxes and duties," means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed tax," means any new or increased Federal, State, or local tax or duty, or tax that was excluded on the contract date but whose exclusion was later revoked or amount of exemption reduced during the contract period, other than an excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," means any amount of Federal, State, or local tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

"Contract date," means the effective date of this contract and, for any modification to this contract, the effective date of the modification.

"Excepted tax," means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the Government.

"Local taxes" includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

- (b) Unless otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed tax, or of any tax or duty specifically excluded from the contract price by a term or condition of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (d) The contract price shall be decreased by the amount of any after-relieved tax. The Government shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government for such taxes. The Government shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.
- (e) The contract price shall be decreased by the amount of any Federal, State, or local tax, other than an excepted tax, that was included in the contract price and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to Federal, State, and local taxes and duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.
- (h) The Government shall furnish evidence appropriate to establish exemption from any

Federal, State, or local tax when -

- (1) The Contractor requests such exemption and states in writing that it applies to a tax excluded from the contract price; and
- (2) A reasonable basis exists to sustain the exemption.

I.106 FAR 52.232-9 Limitation on Withholding of Payments (APR 1984)

If more than one clause or Schedule term of this contract authorizes the temporary withholding of amounts otherwise payable to the Contractor for supplies delivered or services performed, the total of the amounts withheld at any one time shall not exceed the greatest amount that may be withheld under any one clause or Schedule term at that time; *provided*, that this limitation shall not apply to -

- (a) Withholdings pursuant to any clause relating to wages or hours of employees;
- (b) Withholdings not specifically provided for by this contract;
- (c) The recovery of overpayments; and
- (d) Any other withholding for which the Contracting Officer determines that this limitation is inappropriate.

I.107 FAR 52.232-23 Assignment of Claims (JAN 1986) - Alternate I (APR 1984)

- (a) The Contractor, under the Assignment of Claims Act, as amended, 31 U.S.C. 3727, 41 U.S.C. 15 (hereafter referred to as "the Act"), may assign its rights to be paid amounts due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency. The assignee under such an assignment may thereafter further assign or reassign its right under the original assignment to any type of financing institution described in the preceding sentence. Unless otherwise stated in this contract, payments to an assignee of any amounts due or to become due under this contract shall not, to the extent specified in the Act, be subject to reduction or setoff.
- (b) Any assignment or reassignment authorized under the Act and this clause shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party, except that an assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in the financing of this contract.
- (c) The Contractor shall not furnish or disclose to any assignee under this contract any classified document (including this contract) or information related to work under this contract until the Contracting Officer authorizes such action in writing.

I.108 FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

I.109 FAR 52.244-6 Subcontracts for Commercial Items (DEC 2004)

- (a) Definitions. As used in this clause--
 - "Commercial item" has the meaning contained in Federal Acquisition Regulation 2.101, Definitions.
 - "Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.
- (b) To the maximum extent practicable, the Contractor shall incorporate, and require its

subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

- (c) (1) The following clauses shall be flowed down to subcontracts for commercial items:
- (i) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637(d) (2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
 - (ii) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
 - (iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era [APR 1998] (38 U.S.C. 4212(a)).
 - (iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
 - (v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201). Flow down as required in accordance with paragraph (g) of FAR 52.222-39).
 - (vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appendix 1241 and 10 U.S.C. 2631) (flow down required in accordance with paragraph (d) of FAR 52.247-64).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.110 FAR 52.245-19 Government Property Furnished "As Is" (APR 1984)

- (a) The Government makes no warranty whatsoever with respect to Government property furnished "as is," except that the property is in the same condition when placed at the F.O.B. point specified in the solicitation as when inspected by the Contractor pursuant to the solicitation or, if not inspected by the Contractor, as when last available for inspection under the solicitation.
- (b) The Contractor may repair any property made available on an "as is" basis. Such repair will be at the Contractor's expense except as otherwise provided in this clause. Such property may be modified at the Contractor's expense, but only with the written permission of the Contracting Officer. Any repair or modification of property furnished "as is" shall not affect the title of the Government.
- (c) If there is any change in the condition of Government property furnished "as is" from the time inspected or last available for inspection under the solicitation to the time placed on board at the location specified in the solicitation, and such change will adversely affect the Contractor, the Contractor shall, upon receipt of the property, notify the Contracting Officer detailing the facts and, as directed by the Contracting Officer, either (1) return such property at the Government's expense or otherwise dispose of the property or (2) effect repairs to return the property to its condition when inspected under the solicitation or, if not inspected, last available for inspection under the solicitation. After completing the directed action and upon written request of the Contractor, the Contracting Officer shall equitably adjust any contractual provisions affected by the return, disposition, or repair in accordance with the procedures provided for in the Changes clause of this contract. The foregoing provisions for adjustment are the exclusive remedy available to the Contractor, and the Government shall not be otherwise liable for any delivery of Government property furnished "as is" in a condition other than that in which it was originally offered.

- (d) Except as otherwise provided in this clause, Government property furnished "as is" shall be governed by the Government Property clause of this contract.

I.111 FAR 52.246-11 Higher-Level Contract Quality Requirement (FEB 1999)

The Contractor shall comply with the higher-level quality standard selected below. [If more than one standard is listed, the Offeror shall indicate its selection by checking the appropriate block.]

Title	Number	Date	Tailoring
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[Contracting Officer insert the title, number (if any), date, and tailoring (if any) of the higher-level quality standards.]

I.112 FAR 52.253-1 Computer Generated Forms (JAN 1991)

- (a) Any data required to be submitted on a Standard or Optional Form prescribed by the Federal Acquisition Regulation (FAR) may be submitted on a computer generated version of the form, *provided* there is no change to the name, content, or sequence of the data elements on the form, and provided the form carries the Standard or Optional Form number and edition date.
- (b) Unless prohibited by agency regulations, any data required to be submitted on an agency unique form prescribed by an agency supplement to the FAR may be submitted on a computer generated version of the form provided there is no change to the name, content, or sequence of the data elements on the form and provided the form carries the agency form number and edition date.
- (c) If the Contractor submits a computer generated version of a form that is different than the required form, then the rights and obligations of the parties will be determined based on the content of the required form.

I.113 Lobbying Restriction (Energy and Water Act, 2004) (MAR 2004)

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, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

I.114 Lobbying Restriction (Interior Act, 2004) (MAR 2004)

The Contractor agrees that none of the funds obligated on this award shall be made available for any activity or the publication or distribution of literature that in any way tends to promote public support or opposition to any legislative proposal on which Congressional action is not complete. This restriction is in addition to those prescribed elsewhere in statute and regulation.

I.115 DEAR 952.203-70 Whistleblower Protection for Contractor Employees (DEC 2000)

- (a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.
- (b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to activities at DOE-owned or leased sites.

I.116 DEAR 952.204-2 Security (MAY 2002)

- (a) **Responsibility.** It is the Contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the Contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.
- (b) **Regulations.** The Contractor agrees to comply with all security regulations and requirements of DOE in effect on the date of award.
- (c) **Definition of classified information.** The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.
- (d) **Definition of restricted data.** The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- (e) **Definition of formerly restricted data.** The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.
- (f) **Definition of National Security Information.** The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.
- (g) **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.
- (h) **Security clearance of personnel.** The Contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.
- (i) **Criminal liability.** It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et

seq.; 18 U.S.C. 793 and 794; and E.O. 12356.)

(j) Foreign Ownership, Control or Influence.

- (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.
- (2) If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.
- (3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or special nuclear material.
- (4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.
- (5) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

I.117 DEAR 952.204-70 Classification/Declassification (SEP 1997)

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifier, which involves making classification decisions based upon classification

guidance, which reflect decisions made by Federal Government Original Classifiers.

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

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

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

I.118 DEAR 952.209-72 Organizational conflicts of interest (JUN 1997)

- (a) Purpose. The purpose of this clause is to ensure that the Contractor (1) is not biased because of its financial, contractual, organizational, or other interests which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.
- (b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime Contractor, subcontractor, cosponsor, joint venturer, consultant, or in any similar capacity. For the purpose of this clause, affiliation occurs when a business concern is controlled by or has the power to control another or when a third party has the power to control both.
 - (1) Use of Contractor's Work Product. (i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited and unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of (Contracting Officer see DEAR 9.507-2 and enter specific term) years after the completion of this contract. Furthermore, unless so directed in writing by the contracting officer, the Contractor shall not perform any advisory and assistance services work under this contract on any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing. Nothing in this subparagraph shall preclude the Contractor from competing for follow-on contracts for advisory and assistance services.
 - (ii) If, under this contract, the Contractor prepares a complete or essentially complete statement of work or specifications to be used in competitive acquisitions, the Contractor shall be ineligible to perform or participate in any capacity in any contractual effort, which is based on such statement of work or specifications. The Contractor shall not incorporate its products or services in such statement of work

or specifications unless so directed in writing by the contracting officer, in which case the restriction in this subparagraph shall not apply.

(iii) Nothing in this paragraph shall preclude the Contractor from offering or selling its standard and commercial items to the Government.

(2) Access to and use of information. (i) If the Contractor, in the performance of this contract, obtains access to information, such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or data which has not been released or otherwise made available to the public, the Contractor agrees that without prior written approval of the contracting officer it shall not:

(A) use such information for any private purpose unless the information has been released or otherwise made available to the public;

(B) compete for work for the Department based on such information for a period of six (6) months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever is first;

(C) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; and

(D) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974 (5 U.S.C. 552a), or other confidential or privileged technical, business, or financial information under this contract, it shall treat such information in accordance with any restrictions imposed on such information.

(iii) The Contractor may use technical data it first produces under this contract for its private purposes consistent with paragraphs (b)(2)(i) (A) and (D) of this clause and the patent, rights in data, and security provisions of this contract.

(c) Disclosure after award.

(1) The Contractor agrees that, if changes, including additions, to the facts disclosed by it prior to award of this contract, occur during the performance of this contract, it shall make an immediate and full disclosure of such changes in writing to the contracting officer. Such disclosure may include a description of any action which the Contractor has taken or proposes to take to avoid, neutralize, or mitigate any resulting conflict of interest. The Department may, however, terminate the contract for convenience if it deems such termination to be in the best interest of the Government.

(2) In the event that the Contractor was aware of facts required to be disclosed or the existence of an actual or potential organizational conflict of interest and did not disclose such facts or such conflict of interest to the contracting officer, DOE may terminate this contract for default.

(d) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any facts required to be disclosed concerning this contract, including the existence of an actual or potential organizational conflict of interest at the time of or after award, the Government may terminate the contract for default, disqualify the

Contractor from subsequent related contractual efforts, and pursue such other remedies as may be permitted by law or this contract.

- (e) Waiver. Requests for waiver under this clause shall be directed in writing to the contracting officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interests of the Government, the contracting officer may grant such a waiver in writing.

I.119 DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites (DEC 2000)

- (a) Program Implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.
- (c) Subcontracts.
 - (1) The Contractor agrees to notify the contracting officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR Part 707.
 - (2) The DOE prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE prime Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
 - (3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

I.120 FAR 52.216-7 Allowable Cost and Payment (DEC 2002) - See Incorporated by Reference Table

I.121 DEAR 970.5223-1 Integration of Environmental, Safety, and Health into Work Planning and Execution (DEC 2000)

(a) For the purposes of this clause,

(1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and

(2) Employees include subcontractor employees.

(b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:

(1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising

employees performing work.

(2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.

(3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.

(4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.

(5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.

(6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

(7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.

(c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:

(1) Define the scope of work;

(2) Identify and analyze hazards associated with the work;

(3) Develop and implement hazard controls;

(4) Perform work within controls; and

(5) Provide feedback on adequacy of controls and continue to improve safety management.

(d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.

(e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.

(f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of

this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.

(g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

(i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

SECTION J

LIST OF ATTACHMENTS

J.1 List of Attachments

- A: Government Furnished Property (GFP) List**
- B: Wage Rate Determination Number 1994-2511 Revision 27**
- C: Reporting Requirements Checklist**
- D: Small Business Subcontracting Plan**

ATTACHMENT A: GOVERNMENT FURNISHED PROPERTY (GFP) LIST

NOTE: The Government anticipates that during contract performance Remote Handled Transuranic Waste trailers (not yet fabricated) and 10-160B trailers may be assigned to the contract as GFP.

Trailer No.	Type	Identifier	Manufacturer/ Year	Serial No.	Gov't Plate	Carrier Assignment
629	CH	S014604	ALLOY TRAILERS 5/31/1989	1ALST9286KS890629	E-22814	CAST
337	CH	S020022	REINKE 4/12/2002	4C6CC442931090129	E-201209	CAST
336	CH	S020023	REINKE 4/12/2002	4C6CC442731090128	E-201208	CAST
334	CH	S020024	REINKE 4/12/2002	4C6CC442331090126	E-201206	CAST
332	CH	S020028	REINKE 4/12/2002	4C6CC442X31090124	E-28285	CAST
335	CH	S020029	REINKE 4/12/2002	4C6CC442531090127	E-201207	CAST
333	CH	S020030	REINKE 4/12/2002	4C6CC442131090125	E-201208	CAST
349	CH	S020241	REINKE 1/6/2003	4C6CC442731100141	E-201210	CAST
348	CH	S020242	REINKE 1/6/2003	4C6CC442531100140	E-201211	CAST
346	CH	S020243	REINKE 1/6/2003	4C6CC442731100138	E-201212	CAST
347	CH	S020244	REINKE 1/6/2003	4C6CC442931100139	E-201213	CAST
344	CH	S020245	REINKE 1/6/2003	4C6CC442331100136	E-201214	CAST
345	CH	S020246	REINKE 1/6/2003	4C6CC442531100137	E-201250	CAST
323	CH	S020250	REINKE 4/12/2002	4C6CC442931090115	E-28271	CAST
325	CH	S020251	REINKE 6/4/2001	4C6CC44223109117	E-28282	CAST
324	CH	S020252	REINKE 4/12/2002	4C6CC442031090116	E-28281	CAST
301	CH	S020764	REINKE 11/26/2001	4C6CC442821080075	E-28098	CAST
21	CH	S020770	RELIANCE 6/14/2001	5RESJ92842S020004	E-28198	CAST
26	CH	S020771	RELIANCE 6/4/2001	5RESJ92832S020009	E-28199	CAST
308	CH	S020888	REINKE 6/4/2001	4C6CC382121010194	E-21287	CAST
306	CH	S020889	REINKE 6/4/2001	4C6CC382821010192	E-21273	CAST
307	CH	S020890	REINKE 6/4/2001	4C6CC382X21010193	E-28272	CAST
352	CH	S020980	REINKE 9/30/2002	4C6CC442531120386	E-201229	CAST
361	CH	S020981	REINKE 9/30/2002	4C6CC442631120395	E-201232	CAST
359	CH	S020982	REINKE 9/30/2002	4C6CC442231120393	E-201230	CAST
360	CH	S020983	REINKE 9/30/2002	4C6CC442431120394	E-201231	CAST
358	CH	S020984	REINKE 9/30/2002	4C6CC442031120392	E-201238	CAST
356	CH	S020985	REINKE 9/30/2002	4C6CC442731120390	E-201236	CAST
355	CH	S020986	REINKE 9/30/2002	4C6CC442031120389	E-201235	CAST
350	CH	S021018	REINKE 9/30/2002	4C6CC442131120384	E-201227	CAST
351	CH	S021019	REINKE 9/30/2002	4C6CC442331120385	E-201228	CAST
357	CH	S021020	REINKE 9/30/2002	4C6CC442931120391	E-201227	CAST
363	CH	S021021	REINKE 9/30/2002	4C6CC442X31120397	E-201240	CAST
362	CH	S021022	REINKE 9/30/2002	4C6CC442831120396	E-201239	CAST
364	CH	S021023	REINKE 9/30/2002	4C6CC442131120398	E-201241	CAST
353	CH	S021024	REINKE 9/30/2002	4C6CC442731120387	E-201233	CAST
354	CH	S021025	REINKE 9/30/2002	4C6CC442931120388	E-201234	CAST
RH-01	RH-TL 5004	C019811	MOBILIZED SYSTE 1/14/2000	1M9FS452XX1298001	E-22818	CAST
RH-02	RH	S021437	TALBERT 4/4/2006	40FG0442961025092	E-28124	CAST

ATTACHMENT B: WAGE RATE DETERMINATION NUMBER 1996-0223 REVISION 18

96-0223 18 Hazardous Waste Pickup/Disposal Services [13]

REGISTER OF WAGE DETERMINATIONS UNDER	3	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	3	EMPLOYMENT STANDARDS
ADMINISTRATION		
By direction of the Secretary of Labor	3	WAGE AND HOUR DIVISION
	3	WASHINGTON, D.C. 20210
	3	
	3	
William W. Gross	3	Wage Determination No: 1996-0223
Director	3	Revision No: 18
	3	Date Of Revision: 05/23/2005

 NATIONWIDE: Applicable in the continental U.S. and Hawaii
 Regions are define as follows:
 MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota,
 Missouri,
 Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;
 NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New
 Jersey,
 New York, Pennsylvania, Rhode Island, and Vermont;
 SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida,
 George, Kentucky, Louisiana, Maryland, Mississippi, North Carolina,
 Oklahoma,
 South Carolina, Tennessee, Texas, Virginia, and West Virginia;
 WEST REGION: Arizona, California, Colorado, Idaho, Montona, Nevada, New
 Mexico,
 Oregon, Utah, Washington, and Wyoming.

****Fringe Benefits Required Follow the Occupational Listing****

Employed on contracts for removal of oil spills, hazardous waste materials
 and
 related cleanup services.

OCCUPATION CODE - TITLE MINIMUM WAGE RATE

23440 - Heavy Equipment Operator
 MIDWEST REGION 24.35
 NORTHEAST REGION 23.14
 SOUTH REGION 21.20
 WEST REGION 23.87
 23470 - Laborer
 MIDWEST REGION 13.70
 NORTHEAST REGION 14.03
 SOUTH REGION 10.69
 WEST REGION 12.24
 29090 - Environmental Technician
 MIDWEST REGION 21.67
 NORTHEAST REGION 23.07
 SOUTH REGION 20.55
 WEST REGION 21.80
 31010 - Airplane Pilot 23.45

31361 - Truckdriver, Light Truck
MIDWEST REGION 12.36
NORTHEAST REGION 15.49
SOUTH REGION 10.04
WEST REGION 10.45
31362 - Truckdriver, Medium Truck
MIDWEST REGION 19.93
NORTHEAST REGION 19.96
SOUTH REGION 16.94
WEST REGION 18.71
31363 - Truckdriver, Heavy Truck
MIDWEST REGION 20.88
NORTHEAST REGION 20.96
SOUTH REGION 17.76
WEST REGION 19.64

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$2.87 an hour or \$114.80 a week or \$497.47 a month

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 ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial 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)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 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)

HEALTH & WELFARE (Hawaii): \$1.29 an hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$2.87. For information regarding the Hawaii prepaid Health

Care Act, please contact the Hawaii Employers Council.

**** 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" 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.

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

Source of Occupational Title and Descriptions:

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993,

as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

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. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract.

{See Section 4.6 (C) (vi)} 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 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

Wage and Hour Division, Employment Standards Administration, U.S. Department of

Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

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 decision to the contractor.

6) The contractor informs the affected employees.

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" (the Directory) should be used to compare job definitions to insure

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.

ATTACHMENT C: REPORTING REQUIREMENTS CHECKLIST**Report Distribution List and Due Dates**

Report	Frequency	Due Date	Copies
1. Transportation Management Plan	O, A	One month after award	3
2. Incident Report	D		3
3. Transition Plan	O	Two weeks after award	3
4. Monthly Summary Report	M, A		3
a. CVSA Report Including Violations*			
b. Downtime/Replacement Report			
5. Request for Driver Approval	O, R		2
6. Driving Hour Report **	M, R		2
7. QA Plan	O, A	One month after award	3
8. Security Plan	O, A	One month after award	3

<u>Frequency Key:</u>	O	=	On Award
	A	=	Annually (12 months after award)
	D	=	Within 24 hours after incident
	M	=	Monthly
	R	=	As Required

* CVSA Report shall be sorted by tractors, drivers and trailers per 100,000 miles.

** Driving Hour Report to show driving hours, duty hours and total hours by driver.

Distribution Address:

Stanley T. Colt
U.S. Department of Energy
Carlsbad Field Office
4021 National Parks Highway
P.O. Box 3090
Carlsbad, NM 88221

**ATTACHMENT D: SMALL BUSINESS SUBCONTRACTING PLAN
APPLICABLE TO LARGE BUSINESSES ONLY.**