

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1 9			
2. CONTRACT NUMBER DE-EM0004767		3. SOLICITATION NUMBER DE-SOL-0009438		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RFP)		5. DATE ISSUED 08/11/2016		6. REQUISITION/PURCHASE NUMBER	
7. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202		CODE 03001		8. ADDRESS OFFER TO (If other than Item 7)					

**NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".**

<b>SOLICITATION</b>						
9. Sealed offers in original and _____ copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in _____ until _____ (Hour) local time _____ (Date)						
CAUTION: LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.						
10. FOR INFORMATION CALL:	A. NAME Lori A. Sehlhorst		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 513 NUMBER 744-0989 EXT.		C. E-MAIL ADDRESS lori.sehlhorst@emcbc.doe.gov	

11. TABLE OF CONTENTS							
(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
<input checked="" type="checkbox"/>	A	SOLICITATION/CONTRACT FORM	5	<input checked="" type="checkbox"/>	I	CONTRACT CLAUSES	5
<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	5	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	5	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	5
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	5	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	5	<input type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	5	<input type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	5	<input type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	5				

**OFFER (Must be fully completed by offeror)**

**NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.**

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.					
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)		10 CALENDAR DAYS (%) NET 30	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
15A. NAME AND ADDRESS OF OFFEROR CODE 138577528 FACILITY CAST SPECIALTY TRANSPORTATION, INC Attn: RICHARD ESHE 9850 HAVANA STREET HENDERSON CO 806408443		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS <input type="checkbox"/> IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE	18. OFFER DATE

<b>AWARD (To be completed by government)</b>					
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT \$112,000,000.00		21. ACCOUNTING AND APPROPRIATION See schedule	
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input checked="" type="checkbox"/> 41 U.S.C. 253 (c) ( 0 )				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)	
24. ADMINISTERED BY (If other than Item 7) See Schedule G		CODE 03003		25. PAYMENT WILL BE MADE BY See Schedule G	
26. NAME OF CONTRACTING OFFICER (Type or print) Lori A. Sehlhorst		27. UNITED STATES OF AMERICA Signature on File (Signature of Contracting Officer)			28. AWARD DATE 06/01/2017

NAME OF OFFEROR OR CONTRACTOR  
 CAST SPECIALTY TRANSPORTATION, INC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Tax ID Number: 84-1624522 DUNS Number: 138577528 Delivery: 05/31/2022 Delivery Location Code: 03003 EMCBC - Carlsbad US Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221  Payment: OR for EMCBC U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 FOB: Destination Period of Performance: 06/01/2017 to 05/31/2022				
00001	TRU Waste Transportation Services Line item value is:: \$112,000,000.00  See continuation pages for details.				112,000,000.00

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE OF PAGES 1   2	
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6. REQUISITION/PURCHASE NUMBER		7. ISSUED BY EMCBC U.S. Department of Energy EM Consolidated Business Center 250 E. 5th Street, Suite 500 Cincinnati OH 45202		8. ADDRESS OFFER TO (If other than Item 7) SEE PROVISION L.10			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

#### SOLICITATION

9. Sealed offers in original and SEE PROVISION L.10 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located in Cincinnati, OH until 1500 ET local time 08/29/2016  
(Hour) (Date)

CAUTION: LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL:	A. NAME <b>Lori A. Sehlhorst</b>	B. TELEPHONE (NO COLLECT CALLS)		C. E-MAIL ADDRESS <b>lori.sehlhorst@emcbc.doe.gov</b>
	AREA CODE <b>513</b>	NUMBER <b>744-0989</b>	EXT.	

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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COSTS	8	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.			
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT	31	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS	44
<input checked="" type="checkbox"/>	D	PACKAGING AND MARKING	1	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
<input checked="" type="checkbox"/>	E	INSPECTION AND ACCEPTANCE	2	<input checked="" type="checkbox"/>	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	10
<input checked="" type="checkbox"/>	F	DELIVERIES OR PERFORMANCE	3	<input checked="" type="checkbox"/>	L	INSTRS., CONDS., AND NOTICES TO OFFERORS	70
<input checked="" type="checkbox"/>	G	CONTRACT ADMINISTRATION DATA	6	<input checked="" type="checkbox"/>	M	EVALUATION FACTORS FOR AWARD	8
<input checked="" type="checkbox"/>	H	SPECIAL CONTRACT REQUIREMENTS	19				

#### OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 365 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232.8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)
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14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offers and related documents numbered and dated):	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	<b>000001</b>	<b>08/11/2016</b>		

15A. NAME AND ADDRESS OF OFFEROR <b>CAST Specialty Transportation, Inc. 9850 Havana Street Henderson, CO 80640</b>	15B. TELEPHONE NUMBER AREA CODE <b>303</b> NUMBER <b>534-6376</b> EXT.	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print) <b>Richard R. DeFeyter Executive Vice President</b>
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17. SIGNATURE <b>(b) (6)</b>	18. OFFER DATE <b>9/1/16</b>
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#### AWARD (To be completed by government)

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: <input type="checkbox"/> 10 U.S.C. 2304 (c) ( ) <input type="checkbox"/> 41 U.S.C. 253 (c) ( )		23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)
24. ADMINISTERED BY (If other than Item 7)	25. PAYMENT WILL BE MADE BY	26. NAME OF CONTRACTING OFFICER (Type or print) <b>Lori A. Sehlhorst</b>
27. UNITED STATES OF AMERICA <b>(b) (6)</b> (Signature of Contracting Officer)	28. AWARD DATE <b>6/1/2017</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.  
AUTHORIZED FOR LOCAL REPRODUCTION  
Previous edition is unusable

STANDARD FORM 33 (Rev. 9-97)  
Prescribed by GSA - FAR (48 CFR) 53.214(c)

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED DE-SOL-0009438	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	FINAL REQUEST FOR PROPOSAL NO. DE-SOL-0009438 WASTE ISOLATION PILOT PLANT (WIPP) TRANSPORTATION SERVICES FOB: Destination Period of Performance: 05/28/2017 to 05/27/2022  TRU Waste Transportation Services				

**PART I - THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

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**B.1 DOE-B-2010 INDEFINITE-DELIVERY INDEFINITE-QUANTITY CONTRACT (OCT 2014) (DEVIATION)**

- (a) This is an Indefinite-Delivery Indefinite-Quantity (IDIQ) contract, utilizing Firm-Fixed Price (FFP) task orders, that may include separate Contract Line Item Number(s) (CLINs) (within Task Orders) for specified cost reimbursable (no fee) items. The Contractor shall provide the following services, at the fixed unit prices specified in Section B.3, Pricing Schedule.

CLIN Number	Item Description	Period of Performance/ Contract Term	Maximum Ceiling Value
00001	TRU Waste Transportation Services	May 28, 2017 to May 27, 2022	\$112,000,000

- (b) Minimum Quantity: The minimum quantity established for this contract will be the total FFP for the 60-day Contract Transition as identified in B.3(a).

**B.2 DOE-B-2012 SUPPLIES/SERVICES BEING PROCURED/DELIVERY REQUIREMENTS (OCT 2014)**

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement.

**B.3 PRICING SCHEDULE**

The Government will issue FFP task orders that may include some specified cost reimbursable (no fee) items, in accordance with the following pricing schedules identified below in paragraphs (a), (b), (c), and (d).

(a) CONTRACT TRANSITION PERIOD:

The Contractor shall perform contract transition services pursuant to Section C.3.1.16 *Contract Transition*. The Contract Transition Period is anticipated to be a 60-day period beginning with issuance of the Notice to Proceed (NTP) (i.e., issuance of the first Task Order for Transition). The Contract Transition Period is FFP. Pricing of Contract Transition activities shall include a breakout of the Contractor's total FFP for transition activities as follows:

Transition Period Item Description	Firm Fixed Price
Administrative functions including preparation and submission of all plans and procedures in accordance with Section J, Attachment B, "Reporting Requirements Checklist," PWS Section C.3.1.16, C.4.3, and PWS Section C.4.	<b>(b) (4)</b>
Acquisition of or modification to a terminal during the 60-day Contract Transition Period in accordance with PWS Section C.3.1.16 and C.4.3.	
Acquisition of or modification to tractors during the 60-day Contract Transition Period in accordance with PWS Section C.3.1.16 and C.4.3.	
Hiring and training of drivers during the 60-day Contract Transition Period in accordance with PWS Section C.3.1.16 and C.4.3.	
<b>Total Firm Fixed Price for 60-Day Transition Period:</b>	

**(b) BASIC TRANSPORTATION SERVICES:**

The Contractor shall provide basic transportation services for the total FFP specified period, consisting of the following sub-items which are Not Separately Priced (NSP):

<b>Basic Transportation Services</b>	<b>Period 1 (10 Months)</b>	<b>Period 2 (12 Months)</b>	<b>Period 3 (12 Months)</b>	<b>Period 4 (12 Months)</b>	<b>Period 5 (12 Months)</b>
<b>General Services:</b> Perform general services pursuant to Section C.3.1 (less Section C.3.1.16, Contract Transition)	NSP	NSP	NSP	NSP	NSP
<b>Terminal Services:</b> Provide, operate and maintain a terminal pursuant to Section C.3.2.	NSP	NSP	NSP	NSP	NSP
<b>Tractor Services:</b> Provide, operate and maintain a minimum of <u>6</u> Contractor furnished tractors pursuant to Sections C.3.3 and C.3.4.	NSP	NSP	NSP	NSP	NSP
<b>Trailer Maintenance Services:</b> Maintain <u>30</u> Government furnished trailers pursuant to Section C.3.4 and H.1, Government Property and Data	NSP	NSP	NSP	NSP	NSP
<b>Driver Services:</b> Provide a minimum of <u>6</u> qualified driver teams (2 drivers per team) pursuant to Section C.3.5.	NSP	NSP	NSP	NSP	NSP
<b>Data/Reports:</b> Provide data and reports pursuant to Section C.4, Section J, Attachment B, and as required by any and all other sections of the contract.	NSP	NSP	NSP	NSP	NSP
<b>Total Firm Fixed Price:</b>	<b>(b) (4)</b>				

(c) **ADDITIONAL TRANSPORTATION SERVICES:**

In addition to the above basic transportation services, the Government may order additional services described below for a period of 6 or 12 months as specified in individual Task Orders at the Firm Fixed Unit Prices (FFUP) specified. The prices and durations stated for the 6-month and 12-month periods include the 60-day preparation period described in Sections C.3.3 and C.3.4, and any and all activities for or during the 6-month and/or 12-month task order performance periods.

The Contractor shall provide additional transportation services consisting of the following sub-items in accordance with the FFUP. The FFUP is the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 6-month or 12-month task order period.

Additional Transportation Services	Period 1 (10 Months)	Period 2 (12 Months)	Period 3 (12 Months)	Period 4 (12 Months)	Period 5 (12 Months)
<b><u>Additional Tractor Services and Maintenance:</u></b> Provide, maintain and operate <b><u>1 to 18</u></b> additional Contractor Furnished <b>tractors</b> including the required equipment per Section C.3.3 and maintenance per C.3.4.					
FFUP 6-months:	<b>(b) (4)</b>				
FFUP 12-months:					
<b><u>Additional Trailer Maintenance Services:</u></b> Maintain <b><u>1 to 40</u></b> additional Government furnished <b>trailers</b> per Section C.3.4.					
FFUP 6-months:	<b>(b) (4)</b>				
FFUP 12-months:					
<b><u>Additional Driver Services:</u></b> Provide <b><u>1 to 18</u></b> additional driver teams (2 drivers per team) (including driver training and qualification) per Section C.3.5.					
FFUP 6-months:	<b>(b) (4)</b>				
FFUP 12-months:					

- (d) **COST REIMBURSABLE (NO FEE) ITEMS:** The following Cost Reimbursable line items will be reimbursed in accordance with FAR 52.216-7 and Section B.4, Non-Labor Costs-Indirect Ceiling Rate with no fee. The below amounts are the Government's estimate of the cost reimbursable items at the time of award (Government Provided Costs). Actual costs will be reimbursed in accordance with the terms of each individual task order.

<b>Cost Reimbursable Items</b>	<b>Transition &amp; Period 1 (12 Months)</b>	<b>Period 2 (12 Months)</b>	<b>Period 3 (12 Months)</b>	<b>Period 4 (12 Months)</b>	<b>Period 5 (12 Months)</b>	<b>Total</b>
<b>Fuel</b> pursuant to Section C.5.1:	\$2,500,000	\$2,555,000	\$2,611,210	\$2,668,657	\$2,727,367	\$13,062,234
<b>State Use Fees and Permits</b> pursuant to Section C.5.1:	\$1,000,000	\$1,022,000	\$1,044,484	\$1,067,463	\$1,090,947	\$5,224,893
<b>New Mexico Gross Receipts Tax</b> pursuant to Section C.5.2:	\$250,000	\$255,500	\$261,121	\$266,866	\$272,737	\$1,306,223
<b>Driver Per-Diem</b> pursuant to Section C.5.3:	\$100,000	\$102,200	\$104,448	\$106,746	\$109,095	\$522,489
<b>Safe Driving Bonus</b> pursuant to Section H.5:	\$700,000	\$715,400	\$731,139	\$747,224	\$763,663	\$3,657,425
<b>Maintenance of Additional, Unassigned Trailers<sup>1</sup></b> pursuant to Section C.5.4:	\$100,000	\$102,200	\$104,448	\$106,746	\$109,095	\$522,489
<b>Total All Cost Reimbursable Items</b>						<b>\$24,295,755</b>



<sup>1</sup> The Maintenance of Additional, Unassigned Trailers does not include coverage for the required “Trailer Maintenance Services” and the “Additional Trailer Maintenance Services” identified above in paragraphs (b) and (c).

#### **B.4 NON-LABOR COST – INDIRECT CEILING RATE**

The Contractor is entitled to apply an indirect rate to all non-labor costs in Section B.3(d), with the exception of the Safe Driving Bonus, of (b) (4). The percentage specified is considered a ceiling rate. Contractor’s actual rates, up to the ceiling rate, will be applied for each fiscal year. The Contractor’s reimbursed indirect rate shall be supported by the Contractor’s accounting system. If the Contractor is unable or does not segregate indirect rates with an allocation base containing non-labor costs, the Contractor is not entitled to any applied indirect rates to non-labor costs incurred.

#### **B.5 DOE-B-2013 OBLIGATION OF FUNDS (OCT 2014)**

Pursuant to the clause of this contract at FAR 52.232-22, Limitation of Funds, total funds in the amount(s) specified within each task order are obligated for the payment of allowable costs for cost reimbursable items, as specified in Section B.3(d). The following shall be inserted by the Government in each applicable task order that includes cost reimbursable items:

*“Pursuant to the FAR clause 52.232-22, entitled “Limitation of Funds,” the total amount of incremental funding obligated to this task order for cost reimbursable items is \$TBD. It is estimated that this amount is sufficient to cover performance through TBD.”*

#### **B.6 LIMITATION OF GOVERNMENT’S OBLIGATION (FOR FIRM-FIXED-PRICE TASK ORDERS/CLINS)**

(a) This contract’s fixed-price task orders issued under CLIN 00001 have traditional Federal Acquisition Regulation fixed prices and contract terms and conditions, with the exceptions that: fixed-price task orders issued under CLIN 00001 may be incrementally funded; and if a CLIN or task order is incrementally funded, in the event of termination before it is fully funded the Government’s maximum liability for the CLIN or task order will be the lower of the amount of funds allotted to the CLIN or task order or the amount payable to the Contractor per the Termination for Convenience (Fixed-Price) clause of this contract. For each CLIN or task order there is:

- 1) a fixed price for the action;
- 2) a fixed amount of work that corresponds to the fixed price;
- 3) a planned funding schedule that corresponds to the fixed price and the fixed amount of work;
- 4) no Government obligation to the Contractor until the Government allots funds to the contract for the action;
- 5) if the Government allots funds, a maximum Government obligation, including any termination obligations, to the Contractor equal to the allotted funds; and
- 6) an obligation that the Government will pay the Contractor for the work the Contractor performs for which funds were allotted based on the price of the work performed, not the costs the Contractor actually incurs.

(b) For each CLIN or task order:

- 1) the Government's maximum obligation, including any termination obligations and obligations under change orders, equitable adjustments, or unilateral or bilateral contract modifications, at any time is always less than or equal to the total amount of funds allotted by the Government to the contract for the CLIN or task order;
- 2) the Contractor explicitly agrees it reflected (that is, included or could have included an additional amount) in its offered price and in the subsequent negotiated fixed price for each of the fixed-price CLINs or task orders included in this contract:
  - i. the added complexity, challenges, and risks (including all risks, costs or otherwise, associated with termination as articulated in this clause) to which the Contractor is subject due to the incremental funding arrangement established in this clause; and
  - ii. the specific risk that in the event of termination of an incrementally funded CLIN or task order before the CLIN or task order is fully funded, the Contractor could receive less than the Termination for Convenience (Fixed-Price) clause of this contract would allow, that is, because the maximum Government obligation for a fixed-price CLIN or task order is the allotted funds for the CLIN or task order, the Contractor will receive the lower of the allotted funds or what the Termination for Convenience (Fixed-Price) clause of this contract would allow.
- 3) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, which is the price of the services the allotted funds cover, equals the total amount allotted to the contract for the services;
- 4) if funds become available and the Government's need continues, the Government will allot funds periodically to the CLIN or task order, the Contractor will provide a fixed amount of work for the funds allotted, and the Government will pay the Contractor based on the price of the fixed amount of work. The Government will not pay the Contractor based on the costs the Contractor incurs in performing the work; and
- 5) the Contractor agrees to provide the fixed amount of work for the fixed price identified in the contract's Section B, Supplies or services and prices/costs, and in accordance with the delivery schedule identified in the contract's Section F, Deliveries or performance, provided the Government provides the funding per or earlier than the Planned Funding Schedule in paragraph (n) of this clause. At any time, the cumulative amount of funds allotted is the fixed price for the cumulative fixed amount of work identified with the funds.

(c) For each CLIN or task order:

- 1) The fixed price (of both the entire CLIN or task order and of the current cumulative amount of funds allotted to the CLIN or task order at any time during contract performance) is not subject to any adjustment on the basis of the Contractor's cost experience;
- 2) The contract places the maximum risk and full responsibility on the Contractor for all costs and resulting profit or loss; and
- 3) If the Government meets the entire Planned Funding Schedule,

- i. the cumulative amount of funds allotted will equal the CLIN's or task order's fixed price and
  - ii. the Contractor must provide the work the contract requires for the CLIN or task order.
- (d) The fixed price for each CLIN or task order is listed in Section B of this contract.
- (e) The Planned Funding Schedule for each CLIN or task order is in paragraph (n) of this clause. The sum of the planned funding for each CLIN or task order equals the fixed price of the CLIN or task order.
- (f) The Actual Funding Schedule for each CLIN or task order is in paragraph (o) of this clause. It specifies the actual amount of funds allotted and presently available for payment by the Government separately for task orders issued under CLIN 00001, and the work to be performed for the funds allotted.
  - 1) The Contractor may bill against a CLIN or task order only after the Government has allotted funds to the CLIN or task order and the Contractor has delivered the services and earned amounts payable for the CLIN or task order.
    - i. The Contractor may bill only the lower of the two preceding amounts, that is, the lower of allotted funds or amount payable.
    - ii. If the Contractor does not perform the contract's requirements for the CLIN or task order, it must return the amounts that it billed that the Government reimbursed.
- (g) If during the course of this contract the Government is allotting funds to a CLIN or task order per or earlier than the Planned Funding Schedule, this contract to that point will be considered a simple fixed-price contract for that CLIN or task order regardless of the rate at which the Contractor is, or is not, earning amounts payable, and:
  - 1) The Government's and the Contractor's obligations under the contract for the CLIN or task order—with the exception that the Government's obligation for the CLIN or task order is limited to the total amount of funds allotted by the Government to the CLIN or task order and similarly the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted—will be as if the CLIN or task order were both fixed price and fully funded at time of contract execution, that is, the Contractor agrees that: it will perform the work of the contract for that CLIN or task order; and neither the fixed-price for the CLIN or task order nor any other term or condition of the contract will be affected due to the CLIN's or task order's being incrementally funded.
    - i. The Contractor agrees, for example, if the Government allots funds to a CLIN or task order per or earlier than all of the funding dates in the Planned Funding Schedule for the CLIN or task order, the Government has met all of its obligations just as if the CLIN or task order were fully funded as of the time of contract execution and the Contractor retains all of its obligations as if the CLIN or task order were fully funded as of the time of contract execution, while at the same time the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the contract; consequently, if the Contractor earns amounts payable at any time in performing work for the CLIN or task order that exceed the total

- amount of funds allotted by the Government to the contract for the CLIN or task order
- A. it (not the Government) will be liable for those excess amounts payable
  - B. it will remain liable for its obligations under every term or condition of the contract and
  - C. if it fulfills all of its obligations for that CLIN or task order and the Government allots funds to the CLIN or task order equal to the CLIN's or task order's fixed price, the Government will pay it the fixed price for the CLIN or task order and no more.
- ii. The Contractor also agrees, for example, if the Government allots funds to a CLIN or task order by the first funding date in the Planned Funding Schedule, the Government has met all of its obligations up to that point in the contract as if the CLIN or task order were fully funded (that is, as if progress payments based on cost had been agreed to and had been made, or milestone payments had agreed to and been made, or etc.) and the Contractor retains all of its obligations up to that point (such as meeting delivery schedules, maintaining quality, etc.) as if the CLIN or task order were fully funded; consequently, if the Government subsequently terminates the CLIN or task order it will pay the Contractor the lower of the following two amounts: the amount allotted by the Government to the CLIN or task order; or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.
- (h) The Contractor shall notify the Contracting Officer in writing whenever it has reason to believe that the amount payable it expects to earn for the CLIN or task order in the next 60 days, when added to all amounts payable previously earned, will exceed 75 percent of the total amount allotted to the CLIN or task order by the Government.
- 1) The notification is for planning purposes only and does not change any obligation of either the Government or the Contractor.
  - 2) The Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government equals the total amount allotted to the CLIN or task order.
  - 3) The Government may require the Contractor to continue performance of that CLIN or task order for as long as the Government allots funds for that CLIN or task order sufficient to cover the amount payable for that CLIN or task order.
- (i) If the Government does not allot funds to a CLIN or task order per or earlier than its Planned Funding Schedule, the Contractor will be entitled to an equitable adjustment and:
- 1) the Government's maximum obligation, including any termination obligation, to reimburse the Contractor remains limited to the total amount of funds allotted by the Government to the contract for that CLIN or task order;
  - 2) the Contractor is not authorized to continue work beyond the point at which the total amount payable by the Government, equals the total amount allotted to the contract;
  - 3) if the Government subsequently terminates the CLIN or task order, it will pay the Contractor the lower of the following two amounts: the total amount of funds allotted by the Government to the contract for the CLIN or task order;

or the amount payable per the Termination for Convenience (Fixed-Price) clause of this contract.

- (j) Except as required by either other provisions of this contract specifically citing and stated to be an exception to this clause, or by, among other things, terminations, change orders, equitable adjustments, or unilateral or bilateral contract modifications specifically citing and stated to be an exception to this clause, for either CLIN or task order:
- 1) The Government is not obligated to reimburse the Contractor in excess of the total amount allotted by the Government to this contract for the CLIN or task order; and
  - 2) The Contractor is not obligated to continue performance under this contract related to the CLIN or task order or earn amounts payable in excess of the amount allotted to the contract by the Government until the Contracting Officer notifies the Contractor in writing that the amount allotted by the Government has been increased and specifies an increased amount, which shall then constitute the total amount allotted by the Government to the CLIN or task order.
- (k) No notice, communication, or representation in any form, including, among other things, change orders, equitable adjustments, or unilateral or bilateral contract modifications, other than that specified in this clause, or from any person other than the Contracting Officer, shall affect the amount allotted by the Government to this contract for a CLIN or task order, which will remain at all times the Government's maximum liability for a CLIN or task order. In the absence of the specified notice, the Government is not obligated to reimburse the Contractor for any amounts payable earned for a CLIN or task order in excess of the total amount allotted by the Government to this contract for a CLIN or task order, whether earned during the course of the contract or as a result of termination.
- (l) Change orders, equitable adjustments, unilateral or bilateral contract modifications, or similar actions shall not be considered increases in the Government's maximum liability or authorizations to the Contractor to exceed the amount allotted by the Government for a CLIN or task order unless they contain a statement increasing the amount allotted.
- (m) Nothing in this clause shall affect the right of the Government to terminate this contract for convenience or default.
- (n) Planned Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced task order to account for incrementally funded FFP CLINs:

**CLIN [TBD in each Task Order]:**

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

- (o) Actual Funding Schedule:

The following table and requisite information shall be inserted by the Government in each fixed-priced task order to account for incrementally funded FFP CLINs:

**CLIN [TBD in each Task Order]:**

Date	Funds To Be Allotted	Work To Be Accomplished	Cumulative Funds To Be Allotted	Cumulative Work To Be Accomplished

**PART I – THE SCHEDULE**  
**SECTION C**  
**PERFORMANCE WORK STATEMENT**

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## LIST OF ACRONYMS

Acronym	Description
ANL-E	Argonne National Laboratory-East
BAPL	Bettis Atomic Power Laboratory
CAR	Corrective Action Report
CAP	Corrective Action Plan
CBFO	Carlsbad Field Office
CFR	Code of Federal Regulations
CH-	Contact-handled
CMR	Central Monitoring Room
CO	Contracting Officer
COR	Contracting Officer's Representative
CVSA	Commercial Vehicle Safety Alliance
DEF	Diesel exhaust fluid
DHS	Department of Homeland Security
DOE	Department of Energy
DOT	Department of Transportation
DUI	Driving Under the Influence
DVIR	Driver Vehicle Inspection Record
DWI	Driving While Intoxicated
EM	Environmental Management
FMCSA	Federal Motor Carrier Safety Administration
FTR	Federal Travel Regulations
GFP	Government Furnished Property
GPS	Global Positioning System
HAZMAT	Hazardous Materials
HP	HALFPACT
HRCQ	Highway Route-Controlled Quantity
INL	Idaho National Laboratory
ISMS	Integrated Safety Management System
JHA	Job Hazards Analysis
KAPL	Knolls Atomic Power Laboratory
LANL	Los Alamos National Laboratory
LIC	License
LLNL	Lawrence Livermore National Laboratory
MREM	Milli-roentgen equivalent man
NNSS	Nevada Nuclear Security Site
NRC	Nuclear Regulatory Commission
O&M	Operations and Maintenance
ORNL	Oak Ridge National Laboratory
ORP	Office of River Protection



OSHA	Occupational Safety and Health Administration
PCB	Polychlorinated biphenyl
PGDP	Paducah Gaseous Diffusion Plant
PWS	Performance Work Statement
QA	Quality Assurance
QAPD	QA Program Document
RCRA	Resource Conservation and Recovery Act
RH-	Remote-handled
SNL	Sandia National Laboratories
SPRU	Separations Process Research Unit
SRS	Savannah River Site
TLD	Thermoluminescent Dosimeter
TP	TRUPACT
TRL	Trailer
TRU	Transuranic waste
TRUPACT	Transuranic Package Transporter
WAC	Waste Acceptance Criteria
WIPP	Waste Isolation Pilot Plant
WVDP	West Valley Demonstration Project

## **C.1 SCOPE**

**C.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 operate a local terminal and transportation and maintenance services. Contractor-provided equipment shall include tractors and necessary support equipment listed in C.3.3. Prior to shipping operations, the Government will assign the number of trailers specified in Section B in each individual task order as Government Furnished Property (GFP).

**C.1.2** The Contractor shall provide transportation services necessary to support the Waste Isolation Pilot Plant (WIPP), including:

- a. transportation of mixed and non-mixed CH- and RH-TRU waste, asbestos, and polychlorinated biphenyl (PCB) contaminated TRU waste from generator sites to WIPP;
- b. transportation of CH- and RH-TRU waste between generator sites as listed in Appendix 1 (TRU Waste Storage Sites, Locations and Mileage); and
- c. transportation of training units or empty shipping packaging to training/exercises and/or public awareness events; transportation of other equipment as designated by Carlsbad Field Office (CBFO); and maintenance of GFP.

The Contractor shall use the CBFO designated highway routes 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 notify the CMR of any deviation from the designated highway routes. The Contractor will be provided detailed designated routes after award.

**C.1.3** Under no circumstances shall the Contractor enter into a motor carrier brokerage or intermodal arrangement to perform any contract/task order work.

## **C.2 BACKGROUND**

**C.2.1** Established in 1989, the Department of Energy's (DOE) Office of Environmental Management (EM) is charged with addressing the environmental legacy of over 50 years of nuclear weapons production and government sponsored research. 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 11,175 CH-TRU, over 719 RH-TRU (both shipments to WIPP) and over 172 inter-site TRU waste shipments.

**C.2.2** The CBFO and WIPP site work to ensure goals described in the DOE- EM, "Office of Environmental Management FY15/FY16 Performance Agreement," (provided as Section J, Attachment E), are supported. The goals that are pertinent to this Performance Work Statement (PWS) are:

Goal 1: Improve Organizational Culture.

Goal 2: Increase Efficiency/Improve Performance.

Goal 3: Achieve Program/Project Results.

Goal 4: Organizational Excellence.

The Contractor shall support and implement actions in furtherance of the FY15/FY16 performance agreement and achievement of the above goals as they relate to the WIPP Transportation activities.

**C.2.3** CH-TRU waste, which meets the WIPP Waste Acceptance Criteria (WAC), will be transported in the Transuranic Package Transporter (TRUPACT) Model's II and III or HalfPACT. The TRUPACT-II, TRUPACT-III and HalfPACT are Nuclear Regulatory Commission (NRC) certified Type B shipping packaging. Up to three TRUPACT-IIs or HalfPACTs or a single TRUPACT-III can be transported on DOE designed and furnished trailers. Currently, DOE has 84 certified TRUPACT-IIs and 15 HalfPACTs and a fleet of 69 TRUPACT-II/HalfPACT 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; one 3-pack assembly of shielded containers or four 85-gallon drums. TRUPACT-III was developed to transport large boxes, which may result in overweight shipments (any shipment in excess of 80,000 pounds). The Contractor shall be required to obtain all state permits required (including overweight shipments), prior to dispatch. Currently DOE has 6 TRUPACT-IIIs and trailers.

**C.2.4** Since 2007, RH-TRU waste, which meets the WIPP WAC, has been transported in the RH-72B cask. DOE has 12 RH-72B NRC certified casks and trailers. 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. DOE also has an approved shielded container for transporting RH waste, within each HalfPACT shipping cask. The approval of the shielded container enables DOE to transport, store and dispose of RH TRU waste using the same methods as those for CH TRU waste. So for transportation purposes it is regarded as a CH shipment due to the shielding of the payload containers.

**C.2.5** Waste destined for WIPP will originate from the sites around the United States as listed in Appendix 1, of this PWS. 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], DOE, in conjunction with the states, has determined that all TRU waste shipments will use the "preferred highway" system and will undergo Commercial

Vehicle Safety Alliance (CVSA) Level VI inspection required for shipments meeting the definition of HRCQ.

### **C.3 TRANSPORTATION SERVICES**

#### **C.3.1 GENERAL SERVICES**

##### **C.3.1.1 Quality Work Practices/Records**

The Contractor shall perform work in a quality manner to ensure compliance with all requirements of the contract and all applicable regulations. The contractor shall comply with all documents and regulations listed in section C.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) as well as applicable state, tribal and local regulations. Work not covered by 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. The Contractor shall maintain all compliance records at a terminal office located within the Greater Carlsbad, New Mexico (NM) area (10 mile perimeter of Carlsbad).

##### **C.3.1.2 WIPP Site Operations**

CBFO will identify a pre-determined staging area for delivery of shipments to WIPP. The Contractor shall ensure there are an adequate number of inspected/maintained GFP trailers to support the Transportation Schedule. CBFO is responsible for moving the trailers from the WIPP site designated staging area once they are delivered.

##### **C.3.1.3 Generator Site Operations**

At the generator site, the Contractor shall perform one of several possible actions with regards to equipment movements. Those actions include (1) drop off a trailer with empty packaging at a designated area and pick up a trailer with loaded packages for shipment, (2) drop off a trailer with empty packaging at a designated area and wait for packaging to be loaded prior to making a shipment, (3) drop off a trailer with empty packaging 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 as required
- Shipping papers review and acceptance
- CVSA North American Standard Level VI inspections and Out-of-Service Criteria
- 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

#### **C.3.1.4 Training Exercises and Public Awareness Events**

**C.3.1.4.1** The Contractor shall transport the trailer and shipping packaging to the designated site and provide support to training exercises. First Responder and CVSA level VI Training exercises are conducted multiple times per year and are up to two days in duration, excluding transit time. The drivers shall interact, as required, in training exercises consistent with their roles and responsibilities for TRU waste shipments.

**C.3.1.4.2** The purpose of the training exercises is to promote public awareness and 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.

**C.3.1.4.3** The Contractor shall provide support for public awareness events such as public meetings, conferences, and training programs (also called “road shows”). The drivers shall interact, as required, with the public to explain their roles and responsibilities for TRU waste shipments while displaying the tractor/trailer. CBFO will schedule multiple events per year.

#### **C.3.1.5 Dual Driver Service**

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

**C.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 packaging to the maintenance facility, terminal or site) one single driver who meets the DOT commercial driver licensing, training, and physical qualification requirements may be used with prior DOE approval.

#### **C.3.1.6 Driver Inspections**

For all shipments, drivers shall stop to make routine safety inspections of the tractor, trailer, and packaging/packages in compliance with DOT and CBFO requirements (covered in the driver training modules provided by CBFO). Inspections shall occur 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.

#### **C.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 guidelines. 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. For any violation received the Contractor shall prepare a written report that describes at a minimum; 1) shipment number, 2) the date and time of the violation, 3) type of violation, 4) resolution of the violation, and 5) total downtime. This report shall be submitted to the CO and COR electronically within two business days of the violation. The Contractor shall further coordinate and report findings resulting from these inspections to the CBFO in a detailed monthly report and summarized in an annual report. The initial violation report, monthly report and annual summary report shall be submitted in accordance with Section J, Attachment B, "Reporting Requirements Checklist."

### **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 one-percent (1%) or less. The Contractor shall not make extended stops (greater than 30 minutes) enroute and shall deliver the shipment as expediently as possible. On-time delivery will be based on estimated transit times provided in the 8-week rolling schedule, 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).

### **C.3.1.9 Continuous Surveillance Service/Security**

**C.3.1.9.1** The Contractor shall provide Continuous Surveillance Service 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.

49 CFR 395.3(a)(3)(ii)-Rest Breaks. This Federal Motor Carrier Safety Administration (FMCSA) rule requires that driving is not permitted if more than 8 hours have passed since the end of the driver's last off-duty or sleeper berth period of at least 30 minutes. DOE petitioned for and received an exemption to this rule due to the constant surveillance requirements for TRU waste shipments. This exemption allows TRU waste drivers to follow the guidance of 49 CFR 395.1(q) which states that drivers may use 30 minutes or more of attendance time to meet the requirement for a rest break, providing that they perform no

other work during the break. A copy of this granted exemption will be provided by CBFO and must be in all transport trucks.

**C.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 TRU Waste Transportation Plan. Safe parking shall be coordinated through the WIPP CMR.

**C.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.

#### **C.3.1.10 Vehicle Communications and Tracking System**

**C.3.1.10.1** The CBFO's satellite Transportation Tracking and Communication System (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 while shipments are enroute.

**C.3.1.10.2** TRANSCOM will track all movement of tractors performing work under this contract with the exception of movements for maintenance purposes. CBFO will furnish the TRANSCOM signal and software. The Contractor shall furnish and install the TRANSCOM hardware and all the supporting equipment inclusive of Panic Button capability. The hardware must be fully compatible with TRANSCOM. The unit that CBFO is aware of that is currently fully compatible with TRANSCOM is the Qualcomm MCP-200 unit or a unit with equivalent or better technical specifications as approved by the Contracting Officer.

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

**C.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.

#### **C.3.1.11 Hazardous Materials Communication**

The Contractor shall verify at the site of origin that proper marking, labeling and placards are displayed on the vehicle by generator site personnel. 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.

#### **C.3.1.12 DOE Issued Security Clearances**

Contractor personnel will not be required to have L or Q Security clearances 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.

### **C.3.1.13 Safety**

#### **C.3.1.13.1 Incident Response Capability**

In case of an incident during contract performance, drivers shall follow emergency procedures contained in the TRU Waste Transportation Plan. Drivers shall be capable of operating emergency response radiological equipment in the event of an accident. The Contractor shall be responsible for restoration of the incident or accident site in the event of radiological or hazardous waste incidents/accidents that occur during the Contractor's performance of transportation services under this contract. The Contractor is responsible for having 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 Transportation Management Plan. This approach shall include plans and/or methods and personnel and subcontracts, if any, that demonstrate the Contractor's capability and willingness to respond with the appropriate personnel or subcontractors within the 24 hour response time. The Contractor shall submit the Transportation Management Plan in accordance with Section C.4.1, "Transportation Management Plan" of this PWS and Section J, Attachment B, "Reporting Requirements Checklist."

#### **C.3.1.13.2 Incident Documentation**

**C.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 per DOE Form 5484.3, Individual Accident/ Incident Report, so that CBFO can formally enter it into the DOE tracking system. In addition, the Contractor shall provide the original video digital media (from the video system required in Section C.3.3.1.7) to the Contracting Officer. The Contractor shall have spare video digital recording media in the tractor so drivers can change out digital media. The Contractor shall change out video digital media after an off-normal event occurs to record the event and at least 60 minutes prior to the event. CBFO requires this information as soon as it is available (no more than 24 hours following any incident unless otherwise approved by CBFO).

**C.3.1.13.2.2** This information (video digital media for off-normal events) 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.

**C.3.1.13.2.3** The Contractor is responsible for incident reporting to DOT and OSHA in accordance with 49 CFR 171.15 and 49 CFR 171.16.



#### **C.3.1.14 Transition of Government Furnished Trailers**

The CBFO will deliver GFP to the Contractor at the WIPP site. On request, the Contractor shall return to CBFO the 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.

#### **C.3.1.15 TRANSPORTATION SCHEDULE**

**C.3.1.15.1** CBFO will provide the Contractor 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 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.

**C.3.1.15.2** CBFO and/or the WIPP CMR may require the Contractor to delay a shipment at any time to preserve the safety of the shipment. The Contractor may also use their discretion to delay a shipment or per direction by state, regional, or local authorities. In either of these cases, the Contractor shall provide prompt notification to WIPP CMR. Delays due to Contractor's action/inaction are the sole responsibility of the Contractor.

**C.3.1.15.3** The Contractor shall 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 Contractor's notification and take appropriate action within one business day, following notification.

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

#### **C.3.1.16 CONTRACT TRANSITION**

**C.3.1.16.1** Within 60 days from the Task Order effective date for Contract Transition, the Contractor shall complete all activities necessary for an orderly assumption of contract responsibilities. These activities include the start of performance of the task order for Basic Transportation Services for Period 1 and Additional Transportation Services (if ordered), as specified in Section B and in accordance with Section C.4.3.

### **C.3.2 TERMINAL SERVICES**

**C.3.2.1** The Contractor shall operate and maintain a terminal and maintenance facility within the Greater Carlsbad, NM area (10 mile perimeter of Carlsbad) and provide and maintain a minimum of 6 tractors with one qualified driver team per tractor and maintenance on 30 GFP trailers 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 tractor driving teams to account for equipment failure, sickness, vacations and other leaves of absence. CBFO expects drivers to perform up to the DOT maximum driver hour availability specified in 49 CFR 395. The Contractor shall provide a monthly summary report of driver hours of service including driving hours, duty hours and total hours by driver to the Government, as specified in Section J, Attachment B, "Reporting Requirements Checklist."

**C.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. The 4-hour notice requirement is for the requested number of tractor driver teams to be capable of arriving at the terminal and the driver team(s) and tractor(s) being prepared to depart within 4 hours of being notified.

**C.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. The Contractor shall inspect trailers stored at the WIPP site and/or the Contractor's terminal prior to departure, in accordance with CVSA Level VI criteria.

**C.3.2.4** The Contractor shall provide the capability to add up to 18 tractors with 18 qualified tractor driver teams and associated maintenance for additional tractors and up to 40 additional trailers at the request of CBFO as specified in Section B.

**C.3.2.5** The Contractor's terminal facility must have access control. The Contractor shall incorporate elements of facility security into the security plan required in Section C.4.4. The Contractor shall comply with the PWS and all required security measures contained in the solicitation, including those contained in statutes, regulations, directives, manuals, and orders.

### **C.3.3 TRACTOR SERVICES**

**C.3.3.1** The Contractor shall furnish the tractors necessary to transport CH- and RH-TRU waste shipments according to the following specifications for basic and additional Transportation Services. For Tractor Services ordered under the Additional Transportation Services, there shall be a 60 day preparation period included for each task order issued for the purposes of acquisition of, and outfitting the tractors to Contract requirements.

**C.3.3.1.1** The length and weight of the tractor provided by the 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.

**C.3.3.1.2** The Contractor shall not exceed the DOT weight limitation of 80,000 pounds except as described in Section C.2.3. This weight limit applies to the loaded tractor, trailer, shipping packages and payload. The Contractor shall be responsible for limiting the gross tractor weight to 19,700 pounds to ensure compliance with DOT weight limitations.

**C.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.

**C.3.3.1.4** The Contractor shall furnish and equip all tractors with safety equipment (including, but not limited to, fire extinguishers, first aid kit, triangles), 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."

**C.3.3.1.5** The Contractor shall furnish and equip all tractors with a satellite telephone; cellular telephone; TRANSCOM system inclusive of Panic Button capability; and a 40-channel two-way citizens band radio.

**C.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 (i.e. Ludlum 2241-2 digital detector) equipped with N44-38 - energy compensated Geiger-Mueller and N44-9 pancake Geiger-Mueller detectors. The Contractor is responsible for calibration of the survey meter and detectors.

**C.3.3.1.7** The Contractor shall equip each tractor with a mounted, continuous loop, digital, 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 five-hour segments.

**C.3.3.1.8** 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.

**C.3.3.1.9** Tractors shall be equipped with electronic data logging that complies with DOT regulations for tracking driver hours of service.

**C.3.3.1.10** Tractors shall be equipped with one Recovery Strap per Recovery Guide for TRU Waste Packages, DOE/CBFO 94-1007.

### **C.3.4 MAINTENANCE SERVICES**

**C.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 for basic and additional Maintenance Services. For Trailer Maintenance Services ordered under the Additional Transportation Services, there shall be a 60 day preparation period included for each task order issued for the purposes of a joint initial inspection and acceptance period, and performance of any necessary repairs. For Tractor Maintenance Services ordered under the Additional Transportation Services (part of C.3.3, Tractor Services), the Contractor shall ensure all tractor maintenance is up to date, prior to the CBFO tractor inspection (during the 60 day preparation period). The Contractor shall provide routine or major maintenance in a timely manner so as to avoid any delay in the Transportation Schedule. The Contractor shall ensure there are an adequate number of inspected/maintained GFP trailers to support the Transportation Schedule. In addition, the Contractor shall prepare a section within the Transportation Management Plan entitled Maintenance Program as referenced in C.4.1 below to address each of the following areas of maintenance.

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

**C.3.4.1.2** The Contractor shall develop a specific maintenance procedure 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. Per DOT, the Contractor shall complete a Driver Vehicle Inspection Record (DVIR) for each trip (pre and post) throughout performance of this contract. If there are findings of required maintenance, the Contractor shall provide an electronic version of the DVIR to the CBFO in accordance with this PWS and Section J, Attachment B, "Reporting Requirements Checklist."

**C.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.

**C.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 and pass a CVSA Level VI inspection prior to placing it in service. The Contractor does not have to install TRANSCOM on replacement tractors. However, the Contractor shall maintain communications every two hours and when crossing state lines via cell phone and/or satellite telephone. The state in which the Contractor replaces a tractor shall be provided an opportunity to perform a CVSA inspection.

**C.3.4.1.5** The Contractor shall document equipment breakdowns, replacements, or operating difficulty enroute between the site of origin and destination via a monthly summary report to CBFO, in accordance with Section J, Attachment B, "Reporting Requirements Checklist."

**C.3.4.1.6** The Contractor shall develop procedures for preventing enroute maintenance breakdowns so as to maintain a one percent (1%) or less monthly tractor-trailer set downtime rate (within the Transportation Management Plan). Required stops for inspections, regularly scheduled stops, and regularly scheduled preventative maintenance are not considered in the downtime calculations specified by Section C.3.4.1.8. The Contractor shall record the actual down time rate in the monthly summary report as previously referenced.

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

**C.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 (i.e., 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.

The Contractor shall provide this calculation to the Government in the monthly summary report listed in Section J, Attachment B, “Reporting Requirements Checklist.”

**C.3.4.1.9** If the Contractor exceeds 1 percent (1%) downtime rate as calculated above, this may constitute a basis for the issuance of a cure notice and/or termination for default and/or any other action the Department determines to be necessary.

**C.3.4.1.10** The Contractor shall be responsible for operational maintenance of packaging tie-downs. Additional detail is provided in WP 08-PT.04, WP 08-PT.18, and WP 08-PT.13 of the Packaging Trailer O&M Manuals. The Government will provide replacement packaging tie-downs and new packaging tie-down parts as GFP.

## **C.3.5 DRIVER SERVICES**

### **C.3.5.1 Driver Qualifications**

**C.3.5.1.1** The Contractor shall provide drivers that are U.S. citizens. Drivers shall meet all DOT driver licensing, security, training and physical qualification requirements to haul

radioactive/hazardous shipments. Drivers shall also meet additional CBFO driver requirements as specified below.

**C.3.5.1.2** At least 10 business days prior to initiating the CBFO training program in Section C.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 transporting TRU waste shipments. CBFO reserves the right to reject any driver.

**C.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 miles in five years. The Contractor may request a review of driving hours of service when mileage records are not available. The DOE Contracting Officer may, at the request of the contractor, waive the mileage requirements for any driver who has previously driven under the WIPP qualified driver program.

**C.3.5.1.4** Drivers shall not have any chargeable incidents or convictions 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 repeat chargeable incidents, repeat convictions for 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 any felony convictions.

**C.3.5.1.5** Drivers shall be fingerprinted in accordance with DOT regulations and DOE Security. Drivers shall undergo Drug/Alcohol screening in accordance with DOT regulation (pre-employment/random sampling) and immediately following any accident.

**C.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. The Contractor shall not allow a driver 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 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 commercial or private motor vehicle
- Repetitive or serious moving violations in a personal vehicle

**C.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 a standard

uniform which shall be worn at all times while performing work under this contract.

### **C.3.5.2 Driver Training Program**

**C.3.5.2.1** The Contractor shall maintain a driver training program. Prior to performing transportation services under this contract, each driver shall successfully complete all DOT required training and the training described below.

**C.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 for the qualification of new drivers:

<b>Type of Training</b>	<b>Estimated Duration</b>	<b>Refresher</b>
Operation of Packaging 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	N/A
Public Affairs Training	2 hours	N/A
WIPP First Responder & Incident Command Training	2 days	N/A
Radiation Worker Training	2 days	Annually
Use of TRANSCOM Tracking Systems	1 hour	N/A
Security	1 hour	Annually

**C.3.5.2.3** The Contractor shall obtain Contracting Officer approval of its proposed training program within the Transportation Management Plan. The Transportation Management Plan shall include the training topics as listed in the table below. The Contractor shall provide training for these topics annually and as required for the qualification of new drivers.

<b>Type of Training</b>	<b>Estimated Duration</b>	<b>Refresher</b>
Shipping Packaging/Package Recovery Procedures	4 hours	N/A
CVSA Level VI Training	3 weeks	N/A
Decision Driving Training	1 day	Annually
Use of Satellite Telephone and Hand Held Radio	1 hour	N/A
Quality Assurance	1 hour	Annually
Integrated Safety Management	1 hour	Annually
Electronic Log Book	2 hours	N/A
GPS Route Designation Equipment	1 hour	N/A
HRCQ per 49 CFR 397.101(e)	2 hours	Annually
Hazardous Materials	3 hours	Annually

**C.3.5.2.4** The WIPP Operations may undergo an annual maintenance outage during which time the Contractor may be able to complete refresher training, however, the Contractor is still responsible for providing the required Transportation Services during such an outage (e.g., inter-site shipments).

**C.3.5.2.5** The Contractor is responsible for ensuring that drivers who performed driver services under a previous WIPP Transportation Services contract meet the training requirements specified in the PWS, in addition to the training required by the Contractor's own internal procedures.

## **C.4 DATA/REPORT REQUIREMENTS**

### **C.4.1 TRANSPORTATION MANAGEMENT PLAN**

The Contractor shall prepare a Transportation Management Plan detailing the operational processes to fulfill requirements of this PWS. The Contractor shall submit the Transportation Management Plan in accordance with this PWS and Section J, Attachment B, “Reporting Requirements Checklist” and shall update the plan annually, or more frequently as changes necessitate. The Transportation 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/CBFO-98-3103)
- Maintenance Program
  - 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
- Driver Training
- Quality Assurance Records Management
- Plan for < 1% Vehicle Down Time Rate
- Safety Program/Integrated Safety Management
- List of insured equipment and proof of insurance in accordance with the Section H clause, “Lawful Performance, Operating Authority, and Insurance”
- Package Recovery
- Communications
- Quality Assurance
- Fitness for Duty with drug/alcohol screening for all incidents

### **C.4.2 SUB-TIER DOCUMENTS**

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



### **C.4.3 TRANSITION PLAN**

**C.4.3.1** The Contractor shall prepare a Transition Plan to cover the transition period from the date of the Notice to Proceed for the task order that is issued for the transition period until the date that the Contractor assumes full responsibility for all contract activities as specified under this task order. The Transition Plan shall provide sufficient detail for all transition activities, including but not limited to: a schedule for orderly assumption of contract responsibilities, coverage of key functional areas during the transition period, and other transition activities such as acquisition of or modification to a terminal and tractors, hiring and training of drivers, and development of required plans and procedures. The Contractor shall submit the Transition Plan in accordance with this PWS and Section J, Attachment B, "Reporting Requirements Checklist."

**C.4.3.2** Within 60 calendar days from the end date of the current contract ordering period specified in Section B, or current task order(s) performance period, whichever comes later, the Contractor shall submit an Exit Transition Plan. The Exit Transition Plan shall include the Contractor's approach to adequately phase-out all contract and task order activities. Upon CO approval of the Exit Transition Plan, the Contractor shall successfully complete the activities described in the plan by the end date of the contract ordering period specified in Section B, or task order(s) performance period, whichever comes later. The Exit Transition Plan shall be submitted in accordance with this PWS and Section J, Attachment B, "Reporting Requirements Checklist."

### **C.4.4 SECURITY PLAN**

The Contractor shall provide a security plan that meets CBFO and the DOT requirements covering resources such as personnel, cargo and transport equipment while performing transportation services and support facilities such as the terminal building(s), terminal yard, office areas, and all equipment located at the terminal. The security plan shall provide details to ensure support facilities have access control and a means of safeguarding both hard copy documents and electronic information. The Contractor shall submit this security plan in accordance with this PWS and Section J, Attachment B, "Reporting Requirements Checklist." The security plan is subject to approval by CBFO.

### **C.4.5 QUALITY ASSURANCE PLAN**

The Contractor shall submit a Quality Assurance (QA) plan in accordance with this PWS and Section J, Attachment B, "Reporting Requirements Checklist" 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:

#### **C.4.5.1 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.

#### **C.4.5.2 Design Control**

Design Control as pertinent to maintenance and repair of GFP (fleet trailers and tiedowns) shall comply with the manufacturers' recommendations. CBFO must approve substitution of non-identical replacement parts or modification of parts on GFP prior to use.

#### **C.4.5.3 Inspections, Procedures, and Drawings**

The Contractor shall perform activities affecting work quality in accordance with guidance in the Transportation Management Plan (Section C.4.1) and the tractor and trailer O&M Manuals.

#### **C.4.5.4 Document Control**

The Contractor shall control the preparation, issue, and change of documents that specify quality requirements or prescribe activities affecting quality to ensure usage of correct documents (e.g., management plan, security plan or quality assurance plan).

#### **C.4.5.5 Identification and Control of Items**

The Contractor shall establish controls to ensure use and installation of only correct and acceptable items, including control of potential counterfeit items per DOE Order 414.1D.

#### **C.4.5.6 Control of Processes**

The Contractor shall control processes affecting quality of items or services. Only individuals qualified in accordance with the Contractor's Transportation Management Plan shall perform maintenance of tractors and trailers.

#### **C.4.5.7 Inspections**

The Contractor shall plan and execute inspections verifying conformance of an item or activity to specified requirements. The Contractor shall specify characteristics it will inspect and inspection methods it will employ.

#### **C.4.5.8 Inspection, Measuring and Test Equipment**

The Contractor shall control, calibrate, and adjust instruments and other measuring and test equipment for activities affecting quality to maintain accuracy within required limits, per the manufacturers' recalibration requirements.

#### **C.4.5.9 Control of Non-conforming Items**

The Contractor shall control items that do not conform to specified requirements to prevent

inadvertent installation or use by marking, tagging, segregation or other methods.

#### **C.4.5.10 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). The Contractor shall organize and implement Corrective Action Reports (CAR) and Corrective Action Plans (CAP) in the same manner as DOE/CBFO Procedure MP 3.1

#### **C.4.5.11 Quality Assurance Records**

The Contractor shall specify, prepare, and maintain records that furnish documentary evidence of quality. The Contractor shall protect records against damage, deterioration, or loss. The Contractor shall ensure records classified as Quality Assurance (QA) records under CBFO QA Program Document (QAPD DOE/CBFO-94-1012) are categorized appropriately and managed in accordance with Section 1.5 of the QAPD. The Contractor shall further ensure QA records are traceable to the applicable item, activity or facility.

#### **C.4.5.12 Audits**

Management assessments and annual audits are required to verify compliance with the quality program. The CBFO QA Manager or designee will conduct the audits in accordance with written procedures or checklists, which will be provided to the Contractor prior to the audit. Consistent with Section E of this Contract, the Government will utilize Section J, Attachment F, "Quality Assurance Surveillance Plan" as a guide in its inspection and acceptance of Contractor services under the Contract.

### **C.4.6 INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS)**

The Contractor shall prepare and implement a graded approach for an Integrated Safety Management System, customized for the work applicable to the Contract requirements. The Contractor shall submit an ISMS description in accordance with DOE P 450.4A, this PWS, Section I clause DEAR 970.5223-1 and Section J, Attachment B, "Reporting Requirements Checklist."

#### **C.4.6.1 Job Hazards Analysis (JHA)**

The Contractor shall prepare a general JHA for job hazards performed while in transportation, to include activities such as entering and exiting large commercial vehicles numerous times daily; working around and inspecting high pressure tires and airlines; and inspecting and manipulating equipment with numerous pinch points. In addition, the Contractor shall prepare a JHA for work performed specific to each DOE location, as conditions can vary greatly between sites. The analysis should identify hazards, including but not limited to, severe cold with icy or snowy surfaces in areas such as Idaho and Hanford, as well as severe heat with high humidity and muddy terrain in areas such as Tennessee and South Carolina. The Contractor

shall evaluate all hazards associated with the various locations where work will be performed and complete JHAs to inform employees of the possible hazards. The Contractor shall submit the JHAs in accordance with this PWS and Section J, Attachment B, "Reporting Requirements Checklist." The Contractor shall update the JHAs any time conditions change or if the contractor has not performed work at the assigned location for more than one year. JHAs shall be submitted in accordance with this PWS and Section J, Attachment B, "Reporting Requirements Checklist." The Contractor shall require all employees performing work to review applicable JHA's prior to performing the work.

## **C.5 COST REIMBURSABLE TRU WASTE TRANSPORTATION SERVICES**

### **C.5.1 FUEL, STATE USE FEES AND PERMITS**

The Government will reimburse tractor fuel expenses (including chemicals such as diesel exhaust fluid (DEF) that are required by federal standards), state use fees and permit expenses incurred by the Contractor in performance of this contract.

### **C.5.2 NEW MEXICO GROSS RECEIPTS TAX**

The Government will reimburse the Contractor for specific allowable and allocable actual expenses it incurs and pays for the State of New Mexico Gross Receipts taxes during performance of this contract.

### **C.5.3 PER DIEM**

If a training exercise/public awareness event requires the driver to be away from the terminal longer than 12 hours, the Government may allow per-diem expenses. The Government may also allow per-diem expenses if circumstances enroute result in delays of 12 hours or longer. The Government will reimburse allowable per-diem expenses on actual costs not to exceed the Government per-diem rates within the Federal Travel Regulations (FTR). Per-diem costs shall only be reimbursable while performing services under the contract. Contracting Officer's advance approval is required if any per diem is anticipated to exceed the Government per-diem rates within the FTR.

### **C.5.4 MAINTENANCE OF ADDITIONAL, UNASSIGNED TRAILERS**

The Contractor shall provide required DOT maintenance and inspections for unassigned trailers such as mobile loading unit trailers, non-waste carrying trailers or any other trailers CBFO identifies which are not included in the non-cost reimbursable line items in Section B. Any allowable maintenance costs the Contractor incurs for unassigned trailers under this contract will be reimbursable. Prior to commencing work, the Contractor shall provide an estimate of costs for the required inspection and/or maintenance to the COR and CO for approval.

## C.6 APPLICABLE STATUTORY AND REGULATORY REQUIREMENTS AND OTHER GUIDANCE

The Contractor shall comply with all applicable statutory and regulatory requirements (DOT, NRC, OSHA, RCRA, DHS), DOE Directives and other guidance and agreements including but not limited to the following documents:

<b>DOE Documents (Latest Revision Applies)</b>
• CH Packaging Trailer Operations and Maintenance Manual, WP 08-PT.04
• RH Packaging Trailer Operations and Maintenance Manual, WP 08-PT.13
• CH TRUPACT III Trailer Operations and Maintenance Manual WP 08-PT.18
• Quality Assurance Program Document; DOE/CBFO-94-1012
• DOE O 414.1D Admin Change, Quality Assurance
• DOE/CBFO Management Procedure 3.1, Corrective Action Reports
• Recovery Guide for TRU Waste Packages, DOE/CBFO 94-1007
• Southern States Energy Board's Transportation Planning Guide for the U.S. Department of Energy's Shipments of Transuranic Waste
• TRU Waste Transportation Plan, DOE/CBFO 98-3103
• Western Governors' Association Waste Isolation Pilot Plant Transportation Safety Program Implementation Guide
• Waste Isolation Pilot Plant Incident/Accident Response Team Plan; WP 12-10
• DOE O 231.1B Admin Chg 1, Environment, Safety and Health Reporting
• DOE Form 5484.3, Individual Incident/Accident Report
• Commercial Vehicle Safety Alliance North American Standard Out-of-Service Criteria, <a href="http://www.cvsa.org">http://www.cvsa.org</a> .
• DOE Integrated Safety Management Manual, DOE P 450.4A
• DOE O 460.1C, Packaging and Transportation Safety
• DOE O 460.2A or B Departmental Materials Transportation and Packaging Management
• DOE M 460.2-1A Radioactive Material Transportation Practices Manual
• DOE Motor Carrier Evaluation Program (MCEP) Plan and Procedures, Vols I & II,
• DOE/WIPP 03-3223 TRU Waste Transportation Security Plan (sensitive document to be released after contract award and only as authorized by the DOE/CBFO Security Officer)

### Applicable Statutes:

- 10 CFR 71 Packaging and Transportation of Radioactive Material
- 10 CFR 835, Occupational Radiation Protection
- 23 CFR part 658 Truck Size and Weight, Route Designations – Length, Width and Weight Limitations
- 29 CFR parts 1910 Occupational Safety and Health Standards, 1918 Longshoring Industry, 1926 Construction Industry
- 40 CFR part 263 Standards Applicable to Transporters of Hazardous Waste
- 49 CFR part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs
- 49 CFR parts 100-185 Hazardous Materials Regulations
- 49 CFR parts 300-399 Federal Motor Carrier Safety Regulations

## C.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 5 – Sample Tractor Inspection Checklist**
- Appendix 6 – Sample Trailer Inspection Checklist**

**APPENDIX 1 - TRU Waste Storage Sites, Locations, and Mileage**

Direct Shipments to WIPP Locations	Location	Distance to WIPP (miles)
Argonne National Laboratory-East (ANL-E)	Argonne, IL	1729
Bettis Atomic Power Laboratory (BAPL)	West Mifflin, PA	2191
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
Lawrence Livermore National Laboratory (LLNL)	Livermore, CA	1796
Sandia National Laboratories (SNL)	Albuquerque, NM	320
Intersite Shipping Locations*	Location	Distance between Sites (miles)
Ames Laboratory (Ames)	Ames, IA	Depends on departure and destination location
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 Nuclear Security Site (NNSS)	Mercury, NV	
NRD LLC	Grand Island, NY	
Paducah Gaseous Diffusion Plant (PGDP)	Paducah, KY	
Sandia National Laboratories (SNL)	Albuquerque, NM	
Separations Process Research Unit (SPRU)	Niskayuna, NY	
West Valley Demonstration Project (WVDP)	West Valley, NY	

\*NOTE: This table is provided to give an overview of the Intersite shipping locations (small generator sites). Inter-site Shipments are defined as shipments from Inter-site 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 as it appears on DOE Badge \_\_\_\_\_

Drivers Name as it appears on Driver's License \_\_\_\_\_

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.  
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
13. Negative pre-employment drug testing results.  
☐ YES ☐ NO



**Drivers Name**\_\_\_\_\_

## CONTRACT DRIVERS APPLICATION REVIEW CHECKLIST

Page 2 of 2

14. a. Has the driver been convicted of a felony? (Contract requirement)  
☐ YES ☐ NO
- b. Have you verified it with the State of Residence?  
☐ YES ☐ NO
15. Finger print and background checks are complete.  
☐ YES ☐ NO
16. Driver Training is complete. (Contract requirement)  
☐ YES ☐ NO
17. Has Driver been issued Thermoluminescent Dosimeter (TLD)  
☐ YES TLD# \_\_\_\_\_  
☐ NO

Date Completed

- Operation of Packaging Tie Downs
- Use of Radiation Detection Instruments
- WIPP General Employee Training
- Adverse Weather and Safe and Safe Parking Protocols
- Public Affairs Training
- WIPP First Responder & Incident Command Training
- Radiation Worker Training
- Use of TRANSCOM Tracking Systems
- Security [49 CFR 172.704(a)(4) and (5)]
- Shipping Packaging/Package Recovery Procedures
- Commercial Vehicle Safety Alliance
- Enhanced Vehicle Inspector Training
- Decision Driving Training
- Use of Satellite Telephone and Hand Held Radio
- Quality Assurance
- HAZMAT, HRCQ and PCB Training [49 CFR 171.8, 172.704(c), 177.816 and 397.101(e)]

Comments:

Reviewer:

Printed Name

Date \_\_\_\_\_

Signature

Approved:

Contracting Officer or Designated Representative (Printed Name)Date

Signature

**APPENDIX 3 - Sample Transportation Schedule**

**U.S. Department of Energy, Carlsbad Field Office  
National TRU Program  
Carlsbad, NM 88221**

**WIPP Eight Week Rolling Schedule (Sample)**

Departure	Shipment#	Trip	Carrier	Pkgs	Comments	Arrival
<b>Thursday, January 30, 2014</b>						
<b>04:00</b>	<b>MTLA140016</b>	WIPP to LANL	VS	3	Empty TPs to Los Alamos. Contact LANL @ 505-667-6211	1/30/14 @ 1300
<b>06:00</b>	<b>MTIN140038</b>	WIPP to INL	CAST	3	Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message.	1/31/14 @ 0600
<b>06:00</b>	<b>MTIN140039</b>	WIPP to INL	CAST	3	Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message.	1/31/14 @ 0600
<b>08:00</b>	<b>MTEP140004</b>	WIPP to EPD	NWP	1	Empty TRUPACTs / HalfPACTs / CASKs to EPD for maintenance and or repair. Contact Leslie Lewis 575-234-8230 o Jennifer Smith 575-234-8993.	1/30/14 @ 0900
<b>10:30</b>	<b>SR314012</b>	SRS to WIPP	CAST	1	TRU Waste to WIPP. Contact CMRO @575-234-8457	1/31/14 @ 1830
<b>Friday, January 31, 2014</b>						
<b>04:00</b>	<b>MTLA140017</b>	WIPP to LANL	CAST	3	Empty TPs to Los Alamos. Contact LANL @ 505-667-6211	1/31/14 @ 1300
<b>06:00</b>	<b>MTIN140040</b>	WIPP to INL	VS	3	Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message.	2/01/14 @ 0600
<b>06:00</b>	<b>MTIN140041</b>	WIPP to INL	VS	3	Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message.	2/01/14 @ 0600
<b>10:30</b>	<b>SR140004</b>	SRS to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/01/14 @ 1830
<b>10:30</b>	<b>SR314013</b>	SRS to WIPP	VS	1	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/01/14 @ 1830
<b>15:00</b>	<b>IN140036</b>	INL to WIPP	CAST	2	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/02/14 @ 0100
<b>15:00</b>	<b>IN140037</b>	INL to WIPP	VS	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/02/14 @ 0100
<b>15:00</b>	<b>IN140038</b>	INL to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/02/14 @ 0100
<b>15:00</b>	<b>IN140039</b>	INL to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/02/14 @ 0100
<b>19:00</b>	<b>LA140018</b>	LANL to WIPP	VS	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/01/14 @ 0400
<b>19:00</b>	<b>LA140019</b>	LANL to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/01/14 @ 0400
<b>Saturday, February 01, 2014</b>						
<b>15:00</b>	<b>IN140040</b>	INL to WIPP	VS	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/03/14 @ 0100
<b>15:00</b>	<b>IN140041</b>	INL to WIPP	VS	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/03/14 @ 0100
<b>18:00</b>	<b>MTSR140005</b>	WIPP to SRS	VS	3	Empty TRUPACT Iis to SRS. Contact number 803-725-3333.	2/03/14 @ 0000
<b>Sunday, February 02, 2014</b>						
<b>06:00</b>	<b>MTIN140042</b>	WIPP to INL	VS	3	Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message.	2/03/14 @ 0600

<b>06:00</b>	<b>MTIN140043</b>	WIPP to INL	CAST	3	Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message.	2/03/14 @ 0600
<b>18:00</b>	<b>MTSR140006</b>	WIPP to SRS	CAST	3	Empty TRUPACT II s to SRS. Contact number 803-725-3333.	2/04/14 @ 0000
<b>Monday, February 03, 2014</b>						
<b>04:00</b>	<b>MTLA140018</b>	WIPP to LANL	CAST	3	Empty TPs to Los Alamos. Contact LANL @ 505-667-6211	2/03/14 @ 1300
<b>06:00</b>	<b>MTIN140044</b>	WIPP to INL	VS	3	Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message.	2/04/14 @ 0600
<b>06:00</b>	<b>MTIN140045</b>	WIPP to INL	CAST	3	Empty TPs to INL. Contact 208-520-6249, if no answer 208-557-7311, leave message.	2/04/14 @ 0600
<b>08:00</b>	<b>SR314014</b>	SRS to WIPP	VS	1	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/04/14 @ 1600
<b>15:00</b>	<b>IN140042</b>	INL to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/05/14 @ 0100
<b>15:00</b>	<b>IN140043</b>	INL to WIPP	VS	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/05/14 @ 0100
<b>18:00</b>	<b>LA140020</b>	LANL to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/04/14 @ 0300
<b>Tuesday, February 04, 2014</b>						
<b>04:00</b>	<b>MTLA140019</b>	WIPP to LANL	VS	3	Empty TPs to Los Alamos. Contact LANL @ 505-667-6211	2/04/14 @ 1300
<b>08:30</b>	<b>SR140005</b>	SRS to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/05/14 @ 1630
<b>15:00</b>	<b>IN140044</b>	INL to WIPP	VS	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/06/14 @ 0100
<b>15:00</b>	<b>IN140045</b>	INL to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/06/14 @ 0100

**APPENDIX 4 - Government Furnished Trailers**

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.

Property Tag Number	Manufacturer	Model	Serial Number	TRL Number	LIC Number	Trailer Type	CH/RH TYPE
S020764	REINKE	ATCT-42	4C6CC442821080075	301	E-28098		CH TRUPACT
S020765	REINKE	NONE	4C6CC382321090078	302	E-28099	2 PLACE	CH TRUPACT
S020891	REINKE	3810218CC	4C6CC382821010189	303	E-28257	2 PLACE	CH TRUPACT
S020894	REINKE	3810218CC	4C6CC382421010190	304	E-28094	2 PLACE	CH TRUPACT
S020893	REINKE	3810218CC	4C6CC382621010191	305	E-28259	2 PLACE	CH TRUPACT
S020889	REINKE	3810218CC	4C6CC382821010192	306	E-28273	2 PLACE	CH TRUPACT
S020890	REINKE	3810218CC	4C6CC382X21010193	307	E-28272	2 PLACE	CH TRUPACT
S020888	REINKE	3810218CC	4C6CC382121010194	308	E-28287	2 PLACE	CH TRUPACT
S020892	REINKE	3810218CC	4C6CC382X21010212	309	E-28258	2 PLACE	CH TRUPACT
S020255	REINKE	4410218CC	4C6CC442331090112	320	E-28275	3 PLACE	CH TRUPACT
S020253	REINKE	4410218CC	4C6CC442531090113	321	E-28276	3 PLACE	CH TRUPACT
S020249	REINKE	4410218CC	4C6CC442731090114	322	E-28277	3 PLACE	CH TRUPACT
S020250	REINKE	4410218CC	4C6CC442931090115	323	E-28271	3 PLACE	CH TRUPACT
S020252	REINKE	4410218CC	4C6CC442031090116	324	E-28281	3 PLACE	CH TRUPACT
S020251	REINKE	4410218CC	4C6CC442231090117	325	E-28282	3 PLACE	CH TRUPACT
S020248	REINKE	4410218CC	4C6CC442431090118	326	E-28278	3 PLACE	CH TRUPACT
S023272	REINKE	4410218CC	4C6CC4421A1070017	327	E-28186	3 PLACE	CH TRUPACT
S020256	REINKE	4410218CC	4C6CC442231090120	328	E-28280	3 PLACE	CH TRUPACT
S020852	REINKE	4410218CC	4C6CC442431090121	329	E-28283	3 PLACE	CH TRUPACT
S020847	REINKE	4410218CC	4C6CC442631090122	330	E-28284	3 PLACE	CH TRUPACT
S020850	REINKE	4410218CC	4C6CC442831090123	331	E-28286	3 PLACE	CH TRUPACT
S020028	REINKE	4410218CC	4C6CC442X31090124	332	E-28285	3 PLACE	CH TRUPACT
S020030	REINKE	4410218CC	4C6CC442131090125	333	E-201205	3 PLACE	CH TRUPACT
S020024	REINKE	4410218CC	4C6CC442331090126	334	E-201206	3 PLACE	CH TRUPACT
S020029	REINKE	4410218CC	4C6CC442531090127	335	E-201207	3 PLACE	CH TRUPACT
S020023	REINKE	4410218CC	4C6CC442731090128	336	E-201208	3 PLACE	CH TRUPACT
S020022	REINKE	4410218CC	4C6CC442931090129	337	E-201209	3 PLACE	CH TRUPACT
S020849	REINKE	4410218CC	4C6CC442531090130	338	E-201244	3 PLACE	CH TRUPACT
S020848	REINKE	4410218CC	4C6CC442731090131	339	E-201245	3 PLACE	CH TRUPACT
S020851	REINKE	4410218CC	4C6CC442931090132	340	E-201246	3 PLACE	CH TRUPACT
S020025	REINKE	4410218CC	4C6CC442031090133	341	E-201247	3 PLACE	CH TRUPACT
S020026	REINKE	4410218CC	4C6CC442231090134	342	E-201248	3 PLACE	CH TRUPACT
S020027	REINKE	4410218CC	4C6CC442431090135	343	E-201249	3 PLACE	CH TRUPACT
S020245	REINKE	4410218CC	4C6CC442331100136	344	E-201241	3 PLACE	CH TRUPACT
S020246	REINKE	4410218CC	4C6CC442531100137	345	E-201250	3 PLACE	CH TRUPACT
S020243	REINKE	4410218CC	4C6CC442731100138	346	E-201212	3 PLACE	CH TRUPACT
S020244	REINKE	4410218CC	4C6CC442931100139	347	E-201213	3 PLACE	CH TRUPACT
S020242	REINKE	4410218CC	4C6CC442531100140	348	E-201211	3 PLACE	CH TRUPACT
S020241	REINKE	4410218CC	4C6CC442731100141	349	E-201210	3 PLACE	CH TRUPACT
S021018	REINKE	NONE	4C6CC442131120384	350	E-201227	3 PLACE	CH TRUPACT
S021019	REINKE	NONE	4C6CC442331120385	351	E-201228	3 PLACE	CH TRUPACT
S020980	REINKE	NONE	4C6CC442531120386	352	E-201229	3 PLACE	CH TRUPACT
S021024	REINKE	3810218CC	4C6CC442731120387	353	E-201233	3 PLACE	CH TRUPACT
S021025	REINKE	3810218CC	4C6CC442931120388	354	E-201234	3 PLACE	CH TRUPACT
S020986	REINKE	3810218CC	4C6CC442031120389	355	E-201235	3 PLACE	CH TRUPACT

## WIPP Transportation Services 2017

## Section C

Contract# DE-EM0004767

S020985	REINKE	3810218CC	4C6CC442731120390	356	E-201236	3 PLACE	CH TRUPACT
S021020	REINKE	3810218CC	4C6CC442931120391	357	E-201237	3 PLACE	CH TRUPACT
S020984	REINKE	3810218CC	4C6CC442031120392	358	E-201238	3 PLACE	CH TRUPACT
S020982	REINKE	3810218CC	4C6CC442231120393	359	E-201230	3 PLACE	CH TRUPACT
S020983	REINKE	3810218CC	4C6CC442431120394	360	E-201231	3 PLACE	CH TRUPACT
S020981	REINKE	3810218CC	4C6CC442631120395	361	E-201232	3 PLACE	CH TRUPACT
S021022	REINKE	3810218CC	4C6CC442831120396	362	E-201239	3 PLACE	CH TRUPACT
S021021	REINKE	3810218CC	4C6CC442X31120397	363	E-201240	3 PLACE	CH TRUPACT
S021023	REINKE	3810218CC	4C6CC442131120398	364	E-201241	3 PLACE	CH TRUPACT
S020962	REINKE	3810218CC	4C6CC442131010399	365	E-201217	3 PLACE	CH TRUPACT
S020965	REINKE	3810218CC	4C6CC442431010400	366	E-201220	3 PLACE	CH TRUPACT
S020961	REINKE	3810218CC	4C6CC442631010401	367	E-201216	3 PLACE	CH TRUPACT
S020968	REINKE	3810218CC	4C6CC442831010402	368	E-201223	3 PLACE	CH TRUPACT
S020963	REINKE	3810218CC	4C6CC442X31010403	369	E-201218	3 PLACE	CH TRUPACT
S020969	REINKE	3810218CC	4C6CC442131010404	370	E--201224	3 PLACE	CH TRUPACT
S020967	REINKE	3810218CC	4C6CC442331010405	371	E-201222	3 PLACE	CH TRUPACT
S020970	REINKE	3810218CC	4C6CC442531010406	372	E-201225	3 PLACE	CH TRUPACT
S020966	REINKE	3810218CC	4C6CC442731010407	373	E-201221	3 PLACE	CH TRUPACT
S020964	REINKE	3810218CC	4C6CC442931010408	374	E-201219	3 PLACE	CH TRUPACT
S020974	REINKE	4410218CC	4C6CC442031010409	375	E-201243	3 PLACE	CH TRUPACT
S020973	REINKE	4410218CC	4C6CC442731010410	376	E-28266	3 PLACE	CH TRUPACT
S020972	REINKE	3810218CC	4C6CC442931010411	377	E-201242	3 PLACE	CH TRUPACT
S020960	REINKE	3810218CC	4C6CC442031010412	378	E-201215	3 PLACE	CH TRUPACT
S020971	REINKE	3810218CC	4C6CC442231010413	379	E-201226	3 PLACE	CH TRUPACT
S023558	REINKE	4410218CC	4C6CC442091100149	701	E-28188	SINGLE	TRUPACT-III
S024405	REINKE	4410218CC	4C6CC4424C1030081	702	E-00040T	SINGLE	TRUPACT-III
S024406	REINKE	4410218CC	4C6CC4426C1030082	703	E-00041T	SINGLE	TRUPACT-III
S024407	REINKE	4410218CC	4C6CC4428C1030083	704	E-00042T	SINGLE	TRUPACT-III
S024408	REINKE	4410218CC	4C6CC442XC1030084	705	E-00043T	SINGLE	TRUPACT-III
S024409	REINKE	4410218CC	4C6CC4421C1030085	706	ESS148	SINGLE	TRUPACT-III
S024410	REINKE	4410218CC	4C6CC4423C1030086	707	ESS149	SINGLE	TRUPACT-III
C019811	Mobilized Sys		1M9FS452XX1298001	RH01	E-22818	SINGLE	RH
S021437	Talbert	TDW-45K-FG-T1	40FG0442961025092	RH02	E-28124	SINGLE	RH-Uprighting
S022601	Talbert	TDW-45K-FG-T1	40FG0442071026147	RH03	E-28134	SINGLE	RH-Uprighting
S022628	Talbert	TDW-45K-FG-T1	40FG0442X71027726	RH04	E-22826	SINGLE	RH-Uprighting
S022665	Talbert	TDW-45K-FG-T1	40FG0442171027727	RH05	E-22827	SINGLE	RH-Uprighting
S022681	Talbert	TDW-45K-FG-T1	40FG0442371028538	RH06	E-22806	SINGLE	RH-Uprighting
S022708	Talbert	TDW-45K-FG-T1	40FG0442381028539	RH07	E-22844	SINGLE	RH-Uprighting
S022720	Talbert	TDW-45K-FG-T1	40FG0442X81028540	RH08	E-28274	SINGLE	RH-Uprighting
S022730	Talbert	TDW-45K-FG-T1	40FG0442181028541	RH09	E-22817	SINGLE	RH-Uprighting
S022747	Talbert	TDW-45K-FG-T1	40FG0442381028542	RH10	E-28749	SINGLE	RH-Uprighting
S022767	Talbert	TDW-45K-FG-T1	40FG0442581028543	RH11	E-28197	SINGLE	RH-Uprighting
CO13858	Loadcraft		1LDK45206HB874201	CHMLU-01	E-22747		CH-MLU
CO13857	Loadcraft		1LDK45208HB874202	CHMLU-02	E-22748		CH-MLU
CO15351	Alloy		1ALST9284JS880910	CHMLU-03	E-22801		CH-MLU
S022620	TRANSCRAFT		1TT E5320 5 71082211	RHMLU-01	E-22802		RH-MLU
S022621	TRANSCRAFT		1TT E5320 5 71082212	RHMLU-02	E-22825		RH-MLU
SO23765	TRANSCRAFT		1TT E532S 0 B1088296	RHMLU-03	E-28185		RH-MLU
SO23934	TRANSCRAFT		1TTE532S3B3532923	TP-III MLU	E-22828		TP III-MLU

**APPENDIX 5 - Sample Tractor Inspection Checklist**

**Tractor Specifications and Equipment Checklist**

Carrier \_\_\_\_\_ Tractor Number \_\_\_\_\_ Date \_\_\_\_\_

PWS Section	Description	Yes	No	Partial	Comments
C.3.3.1.1	Length meets DOT requirements for single-trailer			N/A	
C.3.3.1.2	Maximum gross weight of 19,700 lbs. Including tractor, fuel, drivers, and all necessary equipment.				Copy of weight from a certified scale to be presented.
C.3.3.1.3	Tractors have sufficient horsepower to maintain speed limit on a 3% with a maximum load and governed to a maximum speed limit of 65-MPH.				Tractor Horsepower _____ Model number _____  Inspect printout or certification that governor is set at 65mph
C.3.3.1.4	Tractors are equipped with safety equipment as required per 49CFR393.95 (fire extinguisher, first aid kit, Reflective triangles)				Triangles
C.3.3.1.4	Tractors are equipped with chains (cable), spare tire(s) and any other equipment deemed necessary by Federal or state laws/regulations.				CABLES or CHAINS in Oregon specific numbers required
C.3.3.1.5	Tractors are equipped with satellite & cellular phones, TRANSCOM with panic button, and a 40 channel citizens band radio.				
C.3.3.1.5	Verify TRANSCOM Operational				
C.3.3.1.6	The tractors are equipped with a current technology, 5-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-Severts per hour [0.1 mrem/hr] to 2 milli-Severts per hour [200 mrem/hr]).				Calibration stickers Due re-calibration _____  Meter Serial # _____  Detector Serial # _____
C.3.3.1.6	Also an open window, pancake detector to detect alpha-beta-gamma radiation at a level of 0-5000 counts/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.				Calibration Stickers Due re-calibration _____  Detector Serial # _____
C.3.3.1.7	The tractors are equipped with a mounted, continuous loop, on board video system to monitor events taking place immediately in front of the tractor. (Min of 5-hour segments)				Sited camera Recording Media and duration
C.3.1.13.2.1	The tractors are equipped with a spare video media.				
C.3.3.1.8	The tractor is equipped with the following:				
	Anti-lock brakes				
	Power steering				
	Sleeper				Bunk style
	Air-ride suspension				
	Parking brakes on both rear axles				
	Low profile heavy duty sliding fifth wheel				
	Front & rear wheel mud flaps				FULL FRONT & REAR FENDER WITH MUD FLAPS.
	Auxiliary braking system (Jake Brake)				
C.3.3.1.9	Electronic Data Logger that complies with DOT				Type and Access

PWS Section	Description	Yes	No	Partial	Comments
C.6 (Recovery Guide for TRU Waste Packages, DOE/CBFO 94-1007)	1-Recovery Strap				
	Recovery Lugs (Optional)				
General	CBFO Documentation				Recovery Guide ____ Security Plan ____
	Company Documentation				Permit Book ____ Company protocols ____ Emergency Contact Numbers ____

Checked by \_\_\_\_\_ Date \_\_\_\_\_

**APPENDIX 6 - Sample Trailer Inspection Checklist**

**Trailer Inventory Contract Change Over Inspection Form**

**Carrier:**

Trailer

Number: \_\_\_\_\_

**License Plate  
Number:**

Inspection Item

O.K

Comments

Lights			
Glad Hands & Covers			
Tires			
Tool Boxes			
Placards			
Tie-Downs			
Fenders/Brackets			
Mud Flaps			
Wheel Seals			
Hub Odometers			Current reading: _____
General Condition			
	Welds		
	Caulking		
	Spot Painting		
Name Plates			
	GVW		
Document Holder Tubes			
	Certificate of Origin		
	Inspection Certificate		

Date \_\_\_\_\_

Carrier Certification that Trailer is exiting current contract as CVSA Level VI ready

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Carrier Certification that Trailer is entering new contract as CVSA Level VI ready

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

CBFO/DOE Representative Acceptance

Print Name \_\_\_\_\_ Signature \_\_\_\_\_



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## **D.1 DOE-D-2001 PACKAGING AND MARKING (OCT 2014)**

- (a) Preservation, packaging, and marking for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practices and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s), including electronic means.
- (b) Each package, report, or other deliverable shall be accompanied by a letter or other document which:
  - (1) Identifies the contract by number pursuant to which the item is being delivered;
  - (2) Identifies the deliverable item number or report requirement which requires the delivered item(s); and
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (c) For any package, report, or other deliverable being delivered to a party other than the Contracting Officer (CO), a copy of the document required by paragraph (b) shall be simultaneously delivered to the office administering this contract as identified in Section G of the contract, or if none, to the CO.

## **D.2 TRU WASTE SHIPMENTS**

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

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## **E.1 CLAUSES INCORPORATED BY REFERENCE – SECTION E**

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

<b>Clause No.</b>	<b>FAR Reference</b>	<b>Title</b>
<b>E.1.1</b>	52.246-2	Inspection of Supplies - Fixed-Price (AUG 1996)
<b>E.1.2</b>	52.246-4	Inspection of Services - Fixed-Price (AUG 1996)
<b>E.1.3</b>	52.246-5	Inspection of Services - Cost-Reimbursement (APR 1984)
<b>E.1.4</b>	52.246-14	Inspection of Transportation (APR 1984)
<b>E.1.5</b>	52.246-16	Responsibility for Supplies (APR 1984)

## **E.2 INSPECTION AND ACCEPTANCE**

- (a) Inspection of all items under this Contract shall be accomplished by the Contracting Officer (CO), the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the CO. The Contractor will be notified in writing or by a copy of the delegation of authority if a representative other than the CO or the COR identified in Section G of the Contract is designated.
- (b) Acceptance of all work and effort under this Contract (including "Deliverables" in Section J, Attachment B) shall be accomplished by the CO, COR, or any other duly authorized Government representative identified by separate letter. Items, services, and deliverables under this Contract shall meet applicable Contract quality and quantity standards to be accepted. The CO, COR, or any other duly authorized Government representative identified by the CO will utilize the Quality Assurance Surveillance Plan, Section J, Attachment F, to monitor and evaluate Contractor performance.
- (c) Government inspection, oversight, evaluation, and other assessments of contractor-performed work are for the sole benefit of the Government, and do not:
  - (1) Relieve the contractor of responsibility for providing adequate quality control measures;
  - (2) Relieve the contractor of responsibility for damage to or loss of the material before acceptance;
  - (3) Constitute or imply acceptance; or
  - (4) Affect the continuing rights of the Government after acceptance of the completed work.
- (d) Final inspection and acceptance of the work under this Contract shall be accomplished by the CO upon completion of all Contract requirements.

- (e) If any inspection, oversight, or evaluation is made by the Government on the premises of the contractor or a subcontractor, the contractor shall provide and shall require the subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the Government representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

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## F.1 CLAUSES INCORPORATED BY REFERENCE - SECTION F

Clause(s) at the beginning of this Section are incorporated by reference, with the same force and effect as if they were given in full text. Clauses incorporated by reference which require a fill-in by the Government include the text of the affected paragraph(s) only. This does not limit the clause to the affected paragraph(s). The Contractor is responsible for understanding and complying with the entire clause. The full text of the clause is available at the addresses contained in clause 52.252-2, Clauses Incorporated by Reference, of this contract.

Clause No.	FAR Reference	Title
F.1.1	52.242-15	Stop-Work Order (AUG 1989)
F.1.2	52.242-15	Stop-Work Order Alt I (APR 1984) ( <i>For Cost Reimbursement Portion only</i> )
F.1.3	52.242-17	Government Delay of Work (APR 1984)
F.1.4	52.247-55	F.O.B. Point for Delivery of Government-Furnished Property (JUN 2003)

## F.2 DOE-F-2002 PLACE OF PERFORMANCE - SERVICES (OCT 2014) (DEVIATION)

The Contractor shall 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 services specified by this contract shall be performed at the following, non-exclusive list of locations:

- (a) Waste Isolation Pilot Plant (WIPP) (Carlsbad, NM)
- (b) Contractor's Terminal and Maintenance Facility (within the Greater Carlsbad, NM area (10 mile perimeter of Carlsbad))
- (c) Hanford Reservation (Hanford) (Richland, WA)
- (d) Idaho National Laboratory (INL) (Idaho Falls, ID)
- (e) Los Alamos National Laboratory (LANL) (Los Alamos, NM)
- (f) Oak Ridge National Laboratory (ORNL) (Oak Ridge, TN)
- (g) Office of River Protection (ORP) (Richland, WA)
- (h) Savannah River Site (SRS) (Aiken, SC)
- (i) Argonne National Laboratory (ANL) (Argonne, IL)
- (j) Babcock & Wilcox – NES (B&W Lynchburg) (Lynchburg, VA)
- (k) Bettis Atomic Power Laboratory (BAPL) (West Mifflin, PA)
- (l) Knolls Atomic Power Laboratory (KAPL) (Niskayuna, NY)
- (m) Lawrence Berkley National Laboratory (LBNL) (Berkley, CA)
- (n) Lawrence Livermore National Laboratory (LLNL) (Livermore, CA)
- (o) Nevada Nuclear Security Site (NNSS) (Mercury, NV)
- (p) Paducah Gaseous diffusion Plant (PGDP) (Paducah, KY)
- (q) Sandia National Laboratories (SNL) (Albuquerque, NM)
- (r) West Valley Demonstration Project (WVDP) (West Valley, NY)
- (s) Other waste sites, as directed by the Government
- (t) Other training and demonstration facilities, as directed by the Government
- (u) Government-specified road routes between performance locations

**F.3 DOE-F-2003 PERIOD OF PERFORMANCE - ALTERNATE I AND ALTERNATE II (OCT 2014)**

- (a) The Contractor shall commence performance of this contract in accordance with the contract terms and conditions on May 28, 2017 and continue through May 27, 2022 (This represents the ordering period for all task orders. Task order performance may extend up to 12 months past May 27, 2022 as long as the task order is issued within the effective ordering period above). The periods of performance for specific Task Orders will be included in each Task Order.
- (b) The period of performance of this contract may be extended pursuant to unilateral options or other clauses that provide for the extension of the contract. In the event that the Government elects to exercise its right pursuant to such options(s) or other clauses, the period of performance shall be revised to reflect such extensions.

Estimated Basic Transportation Service Periods 1-5 are provided below.

Periods of Performance (POP)		
Basic Transportation Service Periods	Start	End
Transition (60 days)	May 28, 2017	July 27, 2017
1 (10 months)	July 28, 2017	May 27, 2018
2 (12 months)	May 28, 2018	May 27, 2019
3 (12 months)	May 28, 2019	May 27, 2020
4 (12 months)	May 28, 2020	May 27, 2021
5 (12 months)	May 28, 2021	May 27, 2022

**F.4 DOE-F-2004 DELIVERY POINT (OCT 2014)**

- (a) Delivery of all items under this contract shall be made to the following address:

[Will be specified by the Government for each shipment in individual Task Orders.]

- (b) Delivery for the purpose of inspection, acceptance and the Prompt Payment Act must be through the above shipping address unless another location has been authorized by the Contracting Officer. If delivery is made to another location without authorization from the Contracting Officer, a delivery for the purposes of the Prompt Payment Act has not occurred and no interest penalty under the Act shall result.

**F.5 DELIVERABLES**

The Contractor shall provide the plans, reports, and records specified in Section C – PWS in accordance with the schedule requirements specified in Section J, Attachment B, “Reporting Requirements Checklist” of this contract and each individual task order. Section J, Attachment B, “Reporting Requirements Checklist” summarizes the specific products the Contractor shall submit to DOE, the approval required, and the date/timeframe within which the Contractor shall deliver the specified product. Section J,



Attachment B , “Reporting Requirements Checklist” does not include all deliverables identified in the Contract, DOE directives, federal regulations, or regulatory documents.

NOTE: Section J, Attachment B is a list of deliverables. If any deliverable required by any clause/directive of the Contract is not listed in Section J, Attachment B, this does not relieve the Contractor of the requirement to provide that deliverable. The Contractor shall be responsible for the compliance with all applicable standards, orders, and regulations under the contract.

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

The Contracting Officer is responsible for administration of the contract. The Contracting Officer may appoint a Contracting Officer's Representative (COR), in accordance with the clause entitled Contracting Officer's Representative, to perform specifically delegated functions. The Contracting Officer is the only individual who has the authority on behalf of the Government, among other things, to take the following actions under the contract:

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

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

Pursuant to the clause at DEAR 952.242-70, Technical Direction, the Contracting Officer shall designate in writing a Contracting Officer's Representative (COR) for this contract, and provide a copy of such designation to the contractor, including the delegated responsibilities and functions. The COR does not have authority to perform those functions reserved exclusively for the Contracting Officer.

### **G.3 DOE-G-2003 CONTRACTOR'S PROJECT/TERMINAL MANAGER (OCT 2014)**

- (a) The Contractor shall designate a Project/Terminal Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Project/Terminal Manager shall be the primary point of contact between the Contractor and the Contracting Officer's Representative (COR) under this contract.
- (b) The Project/Terminal Manager shall receive and execute, on behalf of the Contractor, such technical directions as the COR may issue within the terms and conditions of the contract.

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

To promote timely and effective contract administration, correspondence delivered to the Government under this contract shall reference the contract number, title, and subject matter, and shall be subject to the following procedures:

- (a) Technical correspondence. Technical correspondence shall be addressed to the Contracting Officer's Representative (COR) for this contract, and a copy of any such correspondence shall be sent to the DOE Contracting Officer. As used herein,

technical correspondence does not include correspondence where patent or rights in data issues are involved, nor technical correspondence which proposes or involves waivers, deviations, or modifications to the requirements, terms or conditions of this contract.

(b) Other Correspondence.

- (1) Correspondence regarding patent or rights in data issues should be sent to the Intellectual Property Counsel. A copy of such correspondence shall be provided to the CO.
  - (2) If no Government Contract Administration Office is designated on Standard Form 33 (Block 24) or Standard Form 26 (Block 6), all correspondence, other than technical correspondence and correspondence regarding patent of rights in data, including correspondence regarding waivers, deviations, or modifications to requirements, terms or conditions of the contract, shall be addressed to the CO. Copies of all such correspondence shall be provided to the COR.
  - (3) Where a Government Contract Administration Office, other than DOE, is designated on either Standard Form 33 (Block 24), or Standard Form 26 (Block 6), of this contract, all correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with copies of the correspondence to the CO and the COR.
- (c) Information regarding correspondence addresses and contact information is as follows:

(1) Contract Specialist

- (A) U.S. Department of Energy  
Office of Environmental Management - Carlsbad Field Office  
Attn: John Norway
- (B) Telephone number: (575) 234-7452
- (C) Address:  
Carlsbad Field Office  
P.O. Box 3090  
Carlsbad, NM 88221-3090
- (D) Email address: john.norway@cbfo.doe.gov

(2) Administrative Contracting Officer

- (A) U.S. Department of Energy  
Office of Environmental Management - Carlsbad Field Office  
Attn: John Norway
- (B) Telephone number: (575) 234-7452
- (C) Address:  
Carlsbad Field Office  
P.O. Box 3090

Carlsbad, NM 88221-3090  
(D) Email address: john.norway@cbfo.doe.gov

(3) Contracting Officer's Representative

- (A) U.S. Department of Energy  
Office of Environmental Management - Carlsbad Field Office  
Attn: John (Andy) Walker
- (B) Telephone number: (575) 234-7407
- (C) Address:  
Carlsbad Field Office  
P.O. Box 3090  
Carlsbad, NM 88221-3090
- (D) Email address: andy.walker@cbfo.doe.gov

(4) Intellectual Property Counsel

- (A) Integrated Service Center (ISC) Chicago Office acting through the Intellectual Property Law Division of the Office of Chief Counsel
- (B) Telephone number: (630) 252-2308
- (C) Address: Department of Energy  
9800 S. Cass Ave.  
Argonne, IL 60439
- (D) Email address: To be provided

(5) Government Contract Administration Office

- (A) U.S. Department of Energy  
Office of Environmental Management - Carlsbad Field Office  
Attn: John Norway
- (B) Telephone number: (575) 234-7452
- (C) Mailing address:  
Carlsbad Field Office  
P.O. Box 3090  
Carlsbad, NM 88221-3090
- (D) Email address: john.norway@cbfo.doe.gov

**G.5 DOE-G-2005 BILLING INSTRUCTIONS – ALTERNATE I (OCT 2014)**

- (a) Contractors shall use Standard Form 1034, Public Voucher for Purchases and Services Other than Personal, when requesting payment for work performed under each task order issued under the contract. Contractors may submit vouchers as frequently as every two weeks for contract items specified in each task order.
- (b) Contractors shall submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. Instructions concerning contractor enrollment and use of VIPERS can be found at <https://vipers.doe.gov>.

- (c) A paper copy of a voucher that has been submitted electronically will not be accepted.
  - (d) For Firm Fixed Price items: The voucher must include an amount for the invoicing period that is representative of the services provided for the fixed price items specified in Section B.
  - (e) For Cost Reimbursable items: The voucher must include a statement of cost and supporting documentation for costs incurred/services rendered. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire task order period.
- (1) Statement of Cost. The Contractor shall prepare and submit a Statement of Cost with each voucher in accordance with the following:
- (A) Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
  - (B) Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
  - (C) Indirect costs claimed must comply with Section B.4 of the contract, and reflect the rates approved for billing purposes by the Contracting Officer.
  - (D) If task orders or task assignments are issued under this contract, the Contractor must prepare a Statement of Cost for each task order work assignment and a summary for the total invoiced cost.
  - (E) Direct costs (e.g., Fuel, State Use Fees and Permits, New Mexico Gross Receipts Tax, Driver Per-Diem, Safe Driving Bonus, Maintenance and Inspections of Additional, Unassigned Trailers) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.), the hourly rate, the labor cost per category, and any claimed overtime; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; Invoices for fuel, fees, permits, and the New Mexico Gross Receipts Tax must include supporting documentation of the actual costs paid for those items; and supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip.

- (F) Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.
- (G) All claimed subcontractor costs must be supported by submitting the same detail as outlined herein.

**G.6 DOE-G-2007 CONTRACTOR PERFORMANCE ASSESSMENT REPORTING  
(OCT 2014) (DEVIATION)**

- (A) The Contracting Officer will document the Contractor's performance under this contract (including any task orders placed against it) by using the Contractor Performance Assessment Reporting System (CPARS). CPARS information is handled as "Source Selection Information." Performance assessments entered into CPARS by the Contracting Officer are transmitted to the Past Performance Information Retrieval System (PPIRS) which is maintained by the Department of Defense (DoD). Information in PPIRS is available to authorized Government personnel seeking past performance information when evaluating proposals for award.
- (B) Contractor performance will be evaluated at least annually at the contract or task order level, as determined by the Contracting Officer. Evaluation categories may include any or all of the following at the Government's discretion: (1) quality, (2) schedule, (3) business relations, (4) business management/key personnel, and (5) cost/price. PPIRS information is available at <http://www.ppirs.gov>, and CPARS information is available at <http://www.cpars.gov>. It is recommended that the Contractor take the overview training that can be found on the CPARS website. The Contractor shall adhere to the process and associated timeline found in the User Manual for Contractor Performance Assessment Reporting System (CPARS) and respond to such requests within fourteen (14) calendar days of the request.
- (C) Joint Ventures. Performance assessments shall be prepared on contracts with joint ventures. When the joint venture has a unique Commercial and Government Entity (CAGE) code and Data Universal Numbering System (DUNS) number, a single assessment will be prepared for the joint venture using its CAGE code and DUNS number. If the joint venture does not have a unique CAGE code and DUNS number, separate assessments, containing identical narrative, will be prepared for each participating contractor and will state that the evaluation is based on performance under a joint venture and will identify the contractors that were part of the joint venture.
- (D) In addition to the performance assessments addressed above, the Government will perform other performance assessments necessary for administration of the contract in accordance with other applicable clauses in this contract.

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

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



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## **H.1 GOVERNMENT PROPERTY AND DATA**

- (a) In accordance with the clause FAR 52.245-1, Government Property (Apr 2012) Alternate I (Apr 2012), the Government will provide the property listed in Section C, Appendix 4, as specifically identified for each Task Order issued.
- (b) Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically included in each individual task order is determined to be Government Furnished Property (GFP). The GFP (trailers) for hauling Contact Handled (CH) and Remote Handled (RH) Transuranic Waste will be identified in individual Task Orders, as applicable.
- (c) The cost to move the trailers to another location if required is included in the firm fixed price established in Section B.3, Price Schedule.
- (d) The Contractor is responsible for the maintenance (including spot painting) of the trailers provided as GFP.

## **H.2 LAWFUL PERFORMANCE, OPERATING AUTHORITY, AND INSURANCE**

The Contractor shall comply with all applicable Federal, Tribal, State, and local laws and regulations, including obtaining, maintaining and payment of 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 TRU Waste Transportation Plan (DOE/CBFO 98-3103). Motor carriers, including the Carrier Contractor, shall possess the required operating authority, registered in the name of the Carrier Contractor. Additionally all tractors shall be registered to the Carrier Contractor. Each Commercial Motor Vehicle (CMV) operator shall be employed by the Carrier Contractor. Motor carriers shall possess and maintain minimum levels of financial responsibility as required by 49 CFR 387, DEAR 952.231.71, Insurance-litigation and Claims (Aug 2009), and FAR 52.228-5, Insurance – Work on a Government Installation (Jan 1997).

## **H.3 U.S. DEPARTMENT OF TRANSPORTATION (DOT) MOTOR CARRIER SAFETY RATING**

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

## **H.4 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.5 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; Memorandum of Agreement between the Western Governors and U.S. Department of Energy, Regional Protocol for the Safe and Uneventful Transportation of Transuranic Waste; TRU Waste Transportation Plan DOE/CBFO 98-3103; and Western Governors' Association WIPP Transportation Safety Program Implementing Guide, 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 shall assess the safety performance of its drivers. The contractor shall provide information and records to the Contracting Officer 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 which include but are not limited to equipment damage greater than \$250.00\* or unauthorized route deviations, 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.

\*Does not include a one-time occurrence of equipment damage greater than \$250.00, but not more than \$5,000.00, during the life of the contract. This one-time occurrence only applies to the calculation of the Safe Driving Bonuses and Incentive Compensation Program.

- (3) If only one of the incidents listed in paragraph (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 (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 (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 plan procedures.
- (d) If three or more of the incidents set forth in paragraph (b) (2) above 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 paragraph (b)(2) above 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 of the issuance of the first task order for the 60-day transition period. Any changes to the plan or policy shall be submitted to the contracting officer for approval.
- (g) The following records shall be maintained and verified by the contractor and proof of verification shall be provided upon submission of an invoice for reimbursement of the bonus incentives paid to the drivers by the contractor. The same records shall also be provided to the contracting officer if requested. 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;
  - (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;
  - (3) Copies of shipment number invoices containing mileage and delay times for each shipment;
  - (4) 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;
  - (5) Copies of all accounting and cost records documenting calculations;
  - (6) Calculations of payments to be made to the individual drivers;
  - (7) Any and all other documentation received by the contractor and responses of the contractor regarding any of the incidents listed in paragraph (b) (2) above from any federal, state, local, or tribal body, including courts and law enforcement agencies; and
  - (8) 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.

There will not be any distribution of the bonus to the individual drivers by the Government. The amount contained in Section B.3, Pricing Schedule, is an estimated amount. Costs shall be reimbursed in accordance with FAR Part 31 and the terms and conditions of the contract.

- (i) 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 has been obtained with that labor organization about that policy, consistent with any applicable bargaining agreement and applicable law.
- (j) Any subcontract for drivers shall include the above requirement for incentive bonuses for safe driving.
- (k) The above clause, as are all other clauses contained herein, is not intended for the benefit for third parties.

## **H.6 TASK ORDERING PROCEDURES**

- (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.3, Pricing Schedule, 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.5, Obligation of Funds, and Section I clause 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 may be incrementally funded throughout the Task Order period in accordance with Section B.6, Limitation of Government's Obligation.
- (c) The Contractor shall monitor, collect, control, and report reimbursable costs in accordance with the terms of each Task Order. Fee is not allowed on reimbursable costs.
- (d) The Government will issue a minimum of one Task Order for the Contract Transition Period and Basic Transportation Services described in Section B.1(b) for Period 1. In addition to the Basic Transportation Services, the Government, at its sole discretion, may issue additional Task Orders for Additional Transportation Services, described in Section B.3(c), during the 5-year Contract Ordering Period.
- (e) Task orders will be issued by unilateral execution of an Optional Form 347 "Order for Supplies/Services."

- (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.
- (g) The quantity of services ordered shall be in accordance with Section I clause, FAR 52.216-19 "Order Limitations" (Oct 1995).

#### **H.7 MOTOR CARRIER EVALUATION PROGRAM (MCEP) AUDIT**

The Contractor shall undergo and pass the Motor Carrier Evaluation Program (MCEP) Audit. Per MCEP Volume I, section 2.2, carriers of TRU waste shall be evaluated to Tier 1 grading. 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 the DOE MCEP Plan and Procedures (latest revision applies). If the Contractor does not pass the Audit, the Government reserves the right to terminate the contract for default. If the contractor has already undergone and passed an MCEP audit CBFO shall determine what if any review is required.

#### **H.8 PARTNERING**

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance.

#### **H.9 DOE-H-2013 CONSECUTIVE NUMBERING (OCT 2014)**

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

#### **H.10 DOE-H-2016 PERFORMANCE GUARANTEE AGREEMENT (OCT 2014)**

The contractor's parent organization(s) or all member organizations if the Contractor is a joint venture, limited liability company, or other similar entity, shall guarantee



performance of the contract as evidenced by the Performance Guarantee Agreement incorporated in the contract in Section J, Attachment A, "Executed Performance Guarantee."

If the Contractor is a joint venture, limited liability company, or other similar entity where more than one organization is involved, the parent(s) or all member organizations shall assume joint and severable liability for the performance of the contract. In the event any of the signatories to the Performance Guarantee Agreement enters into proceedings related to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish written notification of the bankruptcy to the Contracting Officer.

#### **H.11 DOE-H-2017 RESPONSIBLE CORPORATE OFFICIAL AND CORPORATE BOARD OF DIRECTORS (OCT 2014)**

The Contractor has provided a guarantee of performance from its parent company(s) in the form set forth in Section L, Attachment L-1 entitled, "Performance Guarantee Agreement." The individual signing the "Performance Guarantee Agreement" for the parent company(s) should be the Responsible Corporate Official. The Responsible Corporate Official is the person who has sole corporate (parent company(s)) authority and accountability for Contractor performance. DOE may contact, as necessary, the single Responsible Corporate Official identified below regarding Contract performance issues.

**Responsible Corporate Official:**

Name: Richard R. DeFeyter  
Position: Executive Vice President  
Company/Organization: CAST Specialty Transportation, Inc.  
Address: 9850 Havana Street, Henderson, CO 80640  
Phone: 303-534-6376  
Facsimile: 303-853-3377  
Email: [rdefeyter@casttrans.com](mailto:rdefeyter@casttrans.com)

Should the Responsible Corporate Official or their contact information change during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

Identified below is each member of the Corporate Board of Directors that will have corporate oversight.

DOE may contact, as necessary, any member of the Corporate Board of Directors, who is accountable for corporate oversight of the Contractor organization and key personnel.

**Corporate Board of Directors:**

Name: Richard A. Eshe  
Position: President  
Company/Organization: CAST Specialty Transportation, Inc.

Address: 9850 Havana Street, Henderson, CO 80640  
Phone: 303-534-6376  
Facsimile: 303-853-3377  
Email: [reshe@casttrans.com](mailto:reshe@casttrans.com)

Should any change occur to the Corporate Board of Directors or their contact information during the period of the Contract, the Contractor shall promptly notify the Contracting Officer in writing of the change.

#### **H.12 DOE-H-2019 DISPOSITION OF INTELLETUAL PROPERTY – FAILURE TO COMPLETE CONTRACT (OCT 2014)**

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

- (a) The Government may take possession of and use all the technical data, including limited rights data, restricted computer software, and data and software obtained from subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause entitled "DEAR 970.5227-1, Rights in Data- Facilities." The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.
- (b) The Contractor agrees to and does hereby grant to the Government an irrevocable, non-exclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at anytime from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.
- (c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

### **H.13 DOE-H-2020 PRICE ANDERSON AMENDMENTS ACT NONCOMPLIANCE (OCT 2014)**

The Contractor shall establish an internal Price-Anderson Amendments Act (PAAA) noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a Price- Anderson Amendments Act reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.

### **H.14 DOE-H-2021 WORK STOPPAGE AND SHUTDOWN AUTHORIZATION (OCT 2014)**

- (a) Imminent Health and Safety Hazard is a given condition or situation which, if not immediately corrected, could result in a serious injury or death, including exposure to radiation and toxic/hazardous chemicals. Imminent Danger in relation to the facility safety envelope is a condition, situation, or proposed activity which, if not terminated, could cause, prevent mitigation of, or seriously increase the risk of (1) nuclear criticality, (2) radiation exposure, (3) fire/explosion, and/or (4) toxic hazardous chemical exposure.
- (b) Work Stoppage. In the event of an Imminent Health and Safety Hazard, identified by facility line management or operators or facility health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the imminent hazard situation shall immediately take actions to eliminate or mitigate the hazard (i.e., by directing the operator/implementer of the activity or process causing the imminent hazard to stop work, or by initiating emergency response actions or other actions) to protect the health and safety of the workers and the public, and to protect U.S. Department of Energy (DOE) facilities and the environment. In the event an imminent health and safety hazard is identified, the individual or group identifying the hazard should coordinate with an appropriate Contractor official, who will direct the shutdown or other actions, as required. Such mitigating action should subsequently be coordinated with the DOE and Contractor management. The suspension or stop-work order should be promptly confirmed in writing by the Contracting Officer.
- (c) Shutdown. In the event of an imminent danger in relation to the facility safety envelope or a non-Imminent Health and Safety Hazard identified by facility line managers, facility operators, health and safety personnel overseeing facility operations, or other individuals, the individual or group identifying the potential health and safety hazard may recommend facility shutdown in addition to any immediate actions needed to mitigate the situation. However, the recommendation must be coordinated with Contractor management, and the DOE Site Manager. Any written direction to suspend operations shall be issued by the Contracting Officer, pursuant to the Clause entitled, "FAR 52.242-15, Stop-Work Order."

- (d) Facility Representatives. DOE personnel designated as Facility Representatives provide the technical/safety oversight of operations. The Facility Representative has the authority to "stop work," which applies to the shutdown of an entire plant, activity, or job. This stop-work authority will be used for an operation of a facility which is performing work the Facility Representative believes:
  - (1) Poses an imminent danger to health and safety of workers or the public if allowed to continue;
  - (2) Could adversely affect the safe operation of, or could cause serious damage to the facility if allowed to continue; or
  - (3) Could result in the release of radiological or chemical hazards to the environment in excess of regulatory limits.
- (e) This clause flows down to all subcontractors at all tiers. Therefore, the Contractor shall insert a clause, modified appropriately to substitute "Contractor Representatives" for "the Contracting Officer" in all subcontracts.

#### **H.15 DOE-H-2033 ALTERNATIVE DISPUTE RESOLUTION (OCT 2014)**

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of contractual issues in controversy by mutual agreement are essential to the successful and timely completion of contract requirements. Accordingly, DOE and the Contractor shall use their best efforts to informally resolve any contractual issue in controversy by mutual agreement. Issues of controversy may include a dispute, claim, question, or other disagreement. The parties agree to negotiate with each other in good faith, recognizing their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.
- (b) If a mutual agreement cannot be reached through negotiations within a reasonable period of time, the parties may use a process of alternate dispute resolution (ADR) in accordance with the clause at FAR 52.233-1, Disputes. The ADR process may involve mediation, facilitation, fact-finding, group conflict management, and conflict coaching by a neutral party. The neutral party may be an individual, a board comprised of independent experts, or a company with specific expertise in conflict resolution or expertise in the specific area of controversy. The neutral party will not render a binding decision, but will assist the parties in reaching a mutually satisfactory agreement. Any opinions of the neutral party shall not be admissible in evidence in any subsequent litigation proceedings.
- (c) Either party may request that the ADR process be used. The Contractor shall make a written request to the Contracting Officer, and the Contracting Officer shall make a written request to the appropriate official of the Contractor. A voluntary election by both parties is required to participate in the ADR process. The parties must agree on the procedures and terms of the process, and officials of both parties who have the authority to resolve the issue must participate in the agreed upon process.

- (d) ADR procedures may be used at any time that the Contracting Officer has the authority to resolve the issue in controversy. If a claim has been submitted by the Contractor, ADR procedures may be applied to all or a portion of the claim. If ADR procedures are used subsequent to issuance of a Contracting Officer's final decision under the clause at FAR 52.233-1, Disputes, their use does not alter any of the time limitations or procedural requirements for filing an appeal of the Contracting Officer's final decision and does not constitute reconsideration of the final decision.
- (e) If the Contracting Officer rejects the Contractor's request for ADR proceedings, the Contracting Officer shall provide the Contractor with a written explanation of the specific reasons the ADR process is not appropriate for the resolution of the dispute. If the Contractor rejects the Contracting Officer's request to use ADR procedures, the Contractor shall provide the Contracting Officer with the reasons for rejecting the request.

#### **H.16 DOE-H-2034 CONTRACTOR INTERFACE WITH OTHER CONTRACTORS AND/OR GOVERNMENT EMPLOYEES (OCT 2014)**

The Government may award contracts to other contractors for work to be performed at a DOE-owned or –controlled site or facility. The Contractor shall cooperate fully with all other on-site DOE contractors and Government employees. The Contractor shall coordinate its own work with such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor or by a Government employee.

#### **H.17 DOE-H-2035 ORGANIZATIONAL CONFLICT OF INTEREST MANAGEMENT PLAN (OCT 2014)**

Within **10** calendar days after the effective date of the contract, the Contractor shall submit to the Contracting Officer for approval an Organizational Conflict of Interest (OCI) Management Plan (Plan). The Plan shall describe the Contractor's program to identify, avoid, neutralize, or mitigate potential or actual conflicts of interest that exist or may arise during contract performance and otherwise comply with the requirements of the clause at DEAR 952.209-72, Organizational Conflicts of Interest. The Plan shall be periodically updated as required during the term of the contract. The Plan shall include, as a minimum, the following:

- (a) The procedures for identifying and evaluating past, present, and anticipated contracts of the Contractor, its related entities and other performing entities under the contract.
- (b) The procedures the Contractor will utilize to avoid, neutralize, or mitigate potential or actual conflicts of interest.

- (c) The procedures for reporting actual or potential conflicts of interest to the Contracting Officer.
- (d) The procedures the Contractor will utilize to oversee, implement, and update the Plan, to include assigning responsibility for management, oversight and compliance to an individual in the Contractor's organization with full authority to implement the Plan.
- (e) The procedures for ensuring all required representations, certifications and factual analyses are submitted to the Contracting Officer for approval in a timely manner.
- (f) The procedures for protecting agency information that could lead to an unfair competitive advantage if disclosed including collecting disclosure agreements covering all individuals, subcontractors, and other entities with access to agency-sensitive information and physical safeguarding of such information.
- (g) An OCI training and awareness program that includes periodic, recurring training and a process to evidence employee participation.
- (h) The enforceable, employee disciplinary actions to be used by the Contractor for violation of OCI requirements.

#### **H.18 DOE-H-2044 MATERIAL SAFETY DATA SHEET AVAILABILITY (OCT 2014)**

In implementation of the clause at FAR 52.223-3, Hazardous Material Identification and Material Safety Data, the Contractor shall obtain, review and maintain a Material Safety Data Sheet (MSDS) in a readily accessible manner for each hazardous material (or mixture containing a hazardous material) ordered, delivered, stored or used; and maintain an accurate inventory and history of use of hazardous materials at each use and storage location. The MSDS shall conform to the requirements of 29 CFR 1910.1200(g).

#### **H.19 DOE-H-2047 FEDERAL HOLIDAYS AND OTHER CLOSURES (OCT 2014)**

- (a) Designated Federal holidays. Federal employees observe the following Federal holidays:
  - (1) New Year's Day
  - (2) Birthday of Martin Luther King, Jr.
  - (3) Washington's Birthday
  - (4) Memorial Day
  - (5) Independence Day
  - (6) Labor Day
  - (7) Columbus Day
  - (8) Veterans Day
  - (9) Thanksgiving Day
  - (10) Christmas Day

Generally, Federal holidays that fall on Saturday are observed on the preceding Friday; and holidays that fall on Sunday are observed on the following Monday. The exact calendar day and/or date on which any of the listed holidays are observed may change year to year.

- (b) Other Federal Holidays. In addition to the holidays specified above in paragraph (a), Federal employees may observe other holidays designated by Federal Statute, Executive Order, or Presidential Proclamation as a one-time, day-off such as Inauguration Day for the President of the United States.
- (c) Unscheduled closures. Occasionally, an individual Federally-owned or -controlled site or facility will be closed or have an early closure on a normal work day for other reasons such as inclement weather or facility conditions. If an unplanned closure occurs, the Contractor will be notified as soon as possible after the determination that the Federally-owned or -controlled site or facility will be closed.
- (d) The Contractor shall provide the services required by the contract at Federally-owned or –controlled sites or facilities on all regularly scheduled Federal work days and other days as may be required by the contract. The Contractor shall not provide the services required by the contract on those days, or portions thereof, specified in paragraphs (a), (b) and (c), except as required under paragraph (e). Accordingly, the Contractor’s employees, whose regular duty station in performance of this contract is a Federally-owned or controlled site or facility, shall not be granted access to the facility during those times specified in paragraphs (a), (b) and (c), unless required by paragraph (e) below.
- (e) There may be times that the Contractor is required to perform the services required by the contract on a Federal holiday or other closure times. In the event that such performance is required, the Contracting Officer Representative will notify the Contractor, in writing, and specify the extent to which performance of the contract will be required. The Contractor shall provide sufficient personnel to perform the contractually-required work on those days, as directed by the Contracting Officer’s Representative.
- (f) In accordance with the payment and other applicable clauses of the contract, the Government will not pay the Contractor for its employees’ regularly scheduled work hours not actually provided directly in performance of the contract due to an unscheduled closure as contemplated in paragraphs (b) and (c) above

## **H.20 DOE-H-2048 PUBLIC AFFAIRS – CONTRACTOR RELEASES OF INFORMATION (OCT 2014) (DEVIATION)**

In implementation of the clause at DEAR 952.204-75, Public Affairs, all communications or releases of information to the public, the media, or Members of Congress prepared by the Contractor related to work performed under the contract/Task Order shall be reviewed and approved by DOE prior to printing, issuance, or distribution. Therefore, the

Contractor shall, at least 10 calendar days prior to the planned issue date, submit a draft copy of the proposed releases 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. The Contracting Officer will obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

#### **H.21 DOE-H-2049 INSURANCE REQUIREMENTS (OCT 2014)**

- (a) In accordance with the clauses FAR 52.228-5, Insurance – Work on a Government Installation and DEAR 952.231-71, Insurance-Litigation and Claims, the following types and minimum amounts of insurance shall be maintained by the Contractor:
- (1) Workers’ compensation – Amount in accordance with applicable Federal and State workers’ compensation and occupational disease statutes.
  - (2) Employer’s liability - \$100,000 (except in States with exclusive or monopolistic funds that do not permit worker’s compensation to be written by private carriers).
  - (3) Comprehensive bodily injury liability - \$500,000.
  - (4) Property damage liability – None, unless otherwise required by the Contracting Officer.
  - (5) Comprehensive automobile bodily injury liability - \$200,000 per person and \$500,000 per occurrence.
  - (6) Comprehensive automobile property damage - \$20,000 per occurrence.
- (b) The Contractor shall provide evidence of such insurance, if requested by the Contracting Officer; and the Contracting Officer may require such evidence to be provided prior to the commencement of work under the contract.

#### **H.22 DOE-H-2057 DEPARTMENT OF LABOR WAGE DETERMINATIONS – ALTERNATE I (OCT 2014) (DEVIATION)**

The Contractor’s performance under each individual Task Order issued pursuant to this contract shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachments C and D of this contract.

#### **H.23 DOE-H-2058 DESIGNATION AND CONSENT OF CRITICAL SUBCONTRACTS – ALTERNATE I (OCT 2014)**

- (a) In accordance with the clause at FAR 52.244-2, Subcontracts, the following subcontracts have been determined to be critical subcontracts:



*None identified.*

- (b) In the event that the Contractor plans either to award or use a new critical subcontract or replace an existing, approved critical subcontract identified in paragraph (a) above, the Contractor shall provide advance notification to, and obtain consent from, the Contracting Officer, notwithstanding the consent requirements under any approved purchasing system or any other terms or conditions of the contract. Consent to these subcontracts is retained by the Contracting Officer and will not be delegated.
- (c) In the event that the Contractor proposes to use a new, or replace, one or more of the approved critical subcontractors identified in paragraph (a) above in performance of an individual Task Order, the Contractor shall provide advance notification to, and obtain consent from the cognizant Contracting Officer notwithstanding any other terms and conditions of the contract. Consent of these subcontracts is retained by the cognizant Contracting Officer for the Task Order and will not be delegated. The requirements of this paragraph (c) apply when the Contractor proposes the use of a new critical subcontractor either prior to or subsequent to the award of the individual Task Order. The Contractor shall provide rationale and a detailed explanation including the equivalency or similarity of the experience and qualifications to the above listed critical subcontractor and any other information requested by the cognizant Contracting Officer. Consent may be provided on a one time basis only and should not be construed as authorizing the use of the new critical subcontractor on future Task Orders.

#### **H.24 DOE-H-2061 CHANGE ORDER ACCOUNTING (OCT 2014)**

The Contractor shall maintain change order accounting whenever the estimated cost of a change or series of related changes exceeds \$100,000. The Contractor, for each change or series of related changes, shall maintain separate accounts, by job order or other suitable accounting procedure, of all incurred segregable, direct costs (less allocable credits) of work, both changed and not changed, allocable to the change. The Contractor shall maintain such accounts until the parties agree to an equitable adjustment for the changes ordered by the Contracting Officer or the matter is conclusively disposed of in accordance with the Disputes clause.

#### **H.25 DOE-H-2062 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR (OCT 2014)**

- (a) Pursuant to the clause at FAR 52.204-9, Personal Identity Verification of Contractor Personnel, the Contractor shall comply with applicable DOE regulations, policies and directives regarding identification, credential and access management for its personnel who have routine physical access to DOE-owned or -controlled sites or facilities or routine access to DOE information systems.
- (b) The Contractor shall comply with the requirements of those DOE directives, or parts thereof, identified below in implementing the requirements of this clause. The

Contracting Officer may, at any time, unilaterally amend this clause in order to add, modify or delete specific requirements.

Directive No.	Date	Directive Title / Contract Requirements Document
DOE O 206.2	2/19/2013	Identity, Credential, and Access Management, including CRD

#### **H.26 DOE-H-2065 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT (OCT 2014)**

The Contractor shall comply with the following:

- (a) Notify employees annually of their duty to report allegations of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement relating to DOE programs, operations, facilities, contracts, or information technology systems to an appropriate authority (e.g., OIG, other law enforcement, supervisor, employee concerns office, security officials). Examples of violations to be reported include, but are not limited to, allegations of false statements; false claims; bribery; kickbacks; fraud; DOE environment, safety, and health violations; theft; computer crimes; contractor mischarging; conflicts of interest; and conspiracy to commit any of these acts. Contractors must also ensure that their employees are aware that they may always report incidents or information directly to the Office of Inspector General (OIG).
- (b) Display the OIG hotline telephone number in buildings and common areas such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies.
- (c) Publish the OIG hotline telephone number in telephone books and newsletters under the Contractor's cognizance.
- (d) Ensure that its employees report to the OIG within a reasonable period of time, but not later than 24 hours after discovery, all alleged violations of law, regulations, or policy, including incidents of fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement, that have been referred to Federal, State, or local law enforcement entities.
- (e) Ensure that its employees report to the OIG any allegations of reprisals taken against employees who have reported to the OIG fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.
- (f) Ensure that its managers do not retaliate against DOE contractor employees who report fraud, waste, abuse, misuse, corruption, criminal acts, or mismanagement.

- (g) Ensure that all their employees understand that they must –
  - (1) Comply with requests for interviews and briefings and must provide affidavits or sworn statements, if so requested by an employee of the OIG so designated to take affidavits or sworn statements;
  - (2) Not impede or hinder another employee's cooperation with the OIG; and
  - (3) Not take reprisals against DOE contractor employees who cooperate with or disclose information to the OIG or other lawful appropriate authority.
- (h) Seek more specific guidance concerning reporting of fraud, waste, abuse, corruption, or mismanagement, and cooperation with the Inspector General, in DOE directives.

## **H.27 KEY PERSONNEL**

### **(a) Introduction**

Key Personnel are considered essential to the success of all work being performed under this Contract. This Clause provides specific requirements, in addition to the requirements of the clause in Section I entitled, "*DEAR 952.215-70 Key Personnel*," for the Key Personnel, requirements for changes to Key Personnel, reductions in Contract price for changes to Key Personnel, and identification of all Key Personnel for this Contract.

- (b) The Key Personnel for this Contract are identified below. The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the Contract to add or delete personnel. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:
  - (1) Notify the Contracting Officer reasonably in advance;
  - (2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
  - (3) Obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at DEAR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.

<u>NAME</u>	<u>POSITION TITLE</u>
Gaylon Fuller	Project/Terminal Manager

(c) Definitions

For the purposes of this Clause, “Changes to Key Personnel” is defined as: (i) any change to the position assignment of a current Key Person under the Contract, except for a person who acts for short periods of time, in the place of a Key Person during his or her absence the total time of which shall not exceed 30 working days during any given year; (ii) utilizing the services of a new substitute Key Person for assignment to the Contract; or (iii) assigning a current Key Person for work outside the Contract.

(d) Key Personnel Requirements

The Contracting Officer and designated Contracting Officer's Representative(s) shall have direct access to the Key Personnel. All Key Personnel shall be permanently assigned to the position. In addition to the definition contained in the Section I Clause entitled, "*DEAR 952.215-70, Key Personnel*," Key Person(s) are considered “managerial personnel”.

(e) The Project/Terminal Manager position is a position that is required to be located at and performed on site at the terminal.

(f) Contract Price Reductions for Changes to Key Personnel.

(1) Notwithstanding approval by the Contracting Officer, any time the Project/Terminal Manager (the initial Project/Terminal Manager or any substitution approved by the Contracting Officer) is changed for any reason within two (2) years of Notice to Proceed, DOE may modify the Contract by reducing the contract price by \$25,000 for each and every occurrence of a change.

(2) The Contractor may request in writing that the Contracting Officer consider waiving all or part of a reduction in price. Such written request shall include the Contractor's basis for the removal, replacement, or diversion of any key personnel. The Contracting Officer shall have the unilateral discretion to make the determination to waive all or part of the reduction in price.

**H.28 DOE-H-2071 DEPARTMENT OF ENERGY DIRECTIVES (OCT 2014)**

(a) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy (DOE) directives, or parts thereof listed

in Section C.6, Applicable Statutory and Regulatory Requirements and Other Guidance, or identified elsewhere in the contract.

- (b) The Contracting Officer may, at any time, unilaterally amend this clause, or other clauses which incorporate DOE directives, in order to add, modify or delete specific requirements. Prior to revising the listing of directives, the Contracting Officer shall notify the Contractor in writing of the Department's intent to revise the list, and the Contractor shall be provided with the opportunity to assess the effect of the Contractor's compliance with the revised list on contract cost and funding, technical performance, and schedule, and identify any potential inconsistencies between the revised list and the other terms and conditions of the contract. Within 30 days after receipt of the Contracting Officer's notice, the Contractor shall advise the Contracting Officer in writing of the potential impact of the Contractor's compliance with the revised list. Based on the information provided by the Contractor and any other information available, the Contracting Officer shall decide whether to revise the listing of directives and so advise the Contractor not later than 30 days prior to the effective date of the revision.
- (c) Notwithstanding the process described in paragraph (b), the Contracting Officer may direct the Contractor to immediately begin compliance with the requirements of any directive.
- (d) The Contractor and the Contracting Officer shall identify and, if appropriate, agree to any changes to other contract terms and conditions, including cost and schedule, associated with the revision pursuant to the clause of this contract at FAR 52.243-1, Changes-Fixed Price (including Alt IV).
- (e) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor shall include this clause in all subcontracts to the extent necessary to ensure the Contractor's compliance with these requirements.

## **H.29 DOE-H-2076 LOBBYING RESTRICTIONS (OCT 2014)**

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.

## PART II – CONTRACT CLAUSES

### SECTION I

#### CONTRACT CLAUSES

##### I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://www.acquisition.gov/far>

<http://energy.gov/management/downloads/searchable-electronic-department-energy-acquisition-regulation>

<b>I.2</b>	FAR 52.202-1	Definitions (NOV 2013)	
<b>I.3</b>	FAR 52.203-3	Gratuities (APR 1984)	
<b>I.4</b>	FAR 52.203-5	Covenant Against Contingent Fees (MAY 2014)	
<b>I.5</b>	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (SEP 2006)	
<b>I.6</b>	FAR 52.203-7	Anti-Kickback Procedures (MAY 2014)	
<b>I.7</b>	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)	
<b>I.8</b>	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014)	
<b>I.9</b>	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)	
<b>I.10</b>	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (OCT 2015)	
<b>I.11</b>	FAR 52.203-14	Display of Hotline Poster(s) (OCT 2015)	(b)(3) DOE IG Hotline Poster: <a href="http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf">http://energy.gov/sites/prod/files/igprod/documents/Hotline_poster.pdf</a>
<b>I.12</b>	FAR 52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights. (APR 2014)	
<b>I.13</b>	FAR 52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper (MAY 2011)	
<b>I.14</b>	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (JAN 2011)	
<b>I.15</b>	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards (OCT 2015)	
<b>I.16</b>	FAR 52.204-13	System for Award Management Maintenance (JUL 2013)	
<b>I.17</b>	FAR 52.204-15	Service Contract Reporting Requirements for Indefinite Delivery Contracts (JAN 2014)	
<b>I.18</b>	FAR 52.204-18	Commercial and Government Entity Code Maintenance (JUL 2015)	
<b>I.19</b>	FAR 52.204-19	Incorporation by Reference of Representations and	

		Certifications (Dec 2014)	
<b>I.20</b>	FAR 52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015)	
<b>I.21</b>	FAR 52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013)	
<b>I.22</b>	FAR 52.209-10	Prohibition on Contracting With Inverted Domestic Corporations (NOV 2015)	
<b>I.23</b>	FAR 52.210-1	Market Research (APR 2011)	
<b>I.24</b>	FAR 52.215-2	Audit and Records – Negotiation (OCT 2010)	
<b>I.25</b>	FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)	
<b>I.26</b>	FAR 52.215-11	Price Reduction for Defective Certified Cost or Pricing Data -- Modifications (Aug 2011)	
<b>I.27</b>	FAR 52.215-13	Subcontractor Certified Cost or Pricing Data – Modifications (OCT 2010)	
<b>I.28</b>	FAR 52.215-17	Waiver of Facilities Capital Cost of Money (OCT 1997) <b>NOTE: This clause will not be included in the contract if awardee proposes Facilities Capital Cost of Money in its proposal.</b>	
<b>I.29</b>	FAR 52.215-19	Notification of Ownership Changes (OCT 1997)	
<b>I.30</b>	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010) - Alternate III (OCT 1997)	(c)CD-ROM, as requested by the Contracting Officer.
<b>I.31</b>	FAR 52.215-23	Limitations on Pass-Through Charges (OCT 2009)	
<b>I.32</b>	FAR 52.216-7	Allowable Cost and Payment (JUN 2013), as modified by DEAR 952.216-7 ( <i>Applies to Cost-Reimbursement items only</i> )	(a)(3) 30 <sup>th</sup>
<b>I.33</b>	FAR 52.216-11	Cost Contract – No Fee (APR 1984) ( <i>Applies to Cost-Reimbursement items only</i> )	
<b>I.34</b>	FAR 52.217-8	Option to Extend Services (NOV 1999)	any time prior to the expiration of the contract
<b>I.35</b>	FAR 52.219-6	Notice of Total Small Business Set-Aside (NOV 2011)	
<b>I.36</b>	FAR 52.219-8	Utilization of Small Business Concerns (OCT 2014)	
<b>I.37</b>	FAR 52.219-14	Limitations on Subcontracting (NOV 2011)	
<b>I.38</b>	FAR 52.219-28	Post-Award Small Business Program Rerepresentation (JUL 2013)	(g) Not Applicable
<b>I.39</b>	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)	
<b>I.40</b>	FAR 52.222-3	Convict Labor (JUN 2003)	
<b>I.41</b>	FAR 52.222-17	Nondisplacement of Qualified Workers (MAY 2014)	
<b>I.42</b>	FAR 52.222-21	Prohibition of Segregated Facilities (APR 2015)	
<b>I.43</b>	FAR 52.222-26	Equal Opportunity (APR 2015)	
<b>I.44</b>	FAR 52.222-35	Equal Opportunity for Veterans (OCT 2015)	
<b>I.45</b>	FAR 52.222-36	Equal Opportunity for Workers With Disabilities (JUL 2014)	
<b>I.46</b>	FAR 52.222-37	Employment Reports on Veterans (FEB 2016)	
<b>I.47</b>	FAR 52.222-40	Notification of Employee Rights Under the National Labor Relations Act (DEC 2010)	
<b>I.48</b>	FAR 52.222-41	Service Contract Labor Standards (MAY 2014)	
<b>I.49</b>	FAR 52.222-43	Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (MAY 2014)	
<b>I.50</b>	FAR 52.222-50	Combating Trafficking in Persons (MAR 2015)	
<b>I.51</b>	FAR 52.222-54	Employment Eligibility Verification (OCT 2015)	

<b>I.52</b>	FAR 52.222-55	Minimum Wages Under Executive Order 13658 (DEC 2015)	
<b>I.53</b>	FAR 52.223-2	Affirmative Procurement of Biobased Products Under Service and Construction Contracts (Sep 2013)	
<b>I.54</b>	FAR 52.223-3	Hazardous Material Identification and Material Safety Data (JAN 1997) - Alternate I (JUL 1995)	(b) None
<b>I.55</b>	FAR 52.223-6	Drug-Free Workplace (MAY 2001)	
<b>I.56</b>	FAR 52.223-17	Affirmative Procurement of EPA-designated Items in Service and Construction Contracts (MAY 2008)	
<b>I.57</b>	FAR 52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011)	
<b>I.58</b>	FAR 52.225-1	Buy American – Supplies (MAY 2014)	
<b>I.59</b>	FAR 52.225-13	Restrictions on Certain Foreign Purchases (JUN 2008)	
<b>I.60</b>	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (JUN 2000)	
<b>I.61</b>	FAR 52.227-1	Authorization and Consent (DEC 2007)	
<b>I.62</b>	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)	
<b>I.63</b>	FAR 52.227-3	Patent Indemnity (APR 1984)	
<b>I.64</b>	FAR 52.227-14	Rights in Data-General (MAY 2014)	
<b>I.65</b>	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)	1-30; August 29, 2016
<b>I.66</b>	FAR 52.228-5	Insurance - Work on a Government Installation (JAN 1997)	
<b>I.67</b>	FAR 52.228-9	Cargo Insurance (MAY 1999)	
<b>I.68</b>	FAR 52.229-3	Federal, State, and Local Taxes (FEB 2013)	
<b>I.69</b>	FAR 52.229-10	State of New Mexico Gross Receipts and Compensating Tax (APR 2003)	
<b>I.70</b>	FAR 52.232-1	Payments (APR 1984)	
<b>I.71</b>	FAR 52.232-4	Payments under Transportation Contracts and Transportation-Related Services Contracts (APR 1984)	
<b>I.72</b>	FAR 52.232-8	Discounts for Prompt Payment (FEB 2002)	
<b>I.73</b>	FAR 52.232-9	Limitation on Withholding of Payments (APR 1984)	
<b>I.74</b>	FAR 52.232-11	Extras (APR 1984)	
<b>I.75</b>	FAR 52.232-17	Interest (MAY 2014)	
<b>I.76</b>	FAR 52.232-18	Availability of Funds (APR 1984)	
<b>I.77</b>	FAR 52.232-22	Limitation of Funds (APR 1984) ( <i>Applies to Cost-Reimbursement items only</i> )	Substitute “Task order” for “Schedule”
<b>I.78</b>	FAR 52.232-23	Assignment of Claims (MAY 2014)	
<b>I.79</b>	FAR 52.232-25	Prompt payment (JUL 2013)	
<b>I.80</b>	FAR 52.232-25	Prompt payment (JUL 2013) Alt I (FEB 2002) ( <i>Applies to Cost-Reimbursement items only</i> )	
<b>I.81</b>	FAR 52.232-33	Payment by Electronic Funds Transfer - System for Award Management (JUL 2013)	
<b>I.82</b>	FAR 52.232-39	Unenforceability of Unauthorized Obligations (JUN 2013)	
<b>I.83</b>	FAR 52.232-40	Providing Accelerated Payments to Small Business Subcontractors (DEC 2013)	
<b>I.84</b>	FAR 52.233-1	Disputes (MAY 2014) - Alternate I (DEC 1991)	
<b>I.85</b>	FAR 52.233-3	Protest after Award (AUG 1996)	
<b>I.86</b>	FAR 52.233-3	Protest after Award (AUG 1996) Alt I (JUN 1985) ( <i>Applies to Cost-Reimbursement items only</i> )	
<b>I.87</b>	FAR 52.233-4	Applicable Law for Breach of Contract Claim (OCT 2004)	



<b>I.88</b>	FAR 52.237-2	Protection of Government Buildings, Equipment, and Vegetation (APR 1984)	
<b>I.89</b>	FAR 52.237-3	Continuity of Services (JAN 1991)	
<b>I.90</b>	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984) ( <i>Applies to Cost-Reimbursement items only</i> )	
<b>I.91</b>	FAR 52.242-4	Certification of Final Indirect Costs (JAN 1997) ( <i>Applies to Cost-Reimbursement items only</i> )	
<b>I.92</b>	FAR 52.242-13	Bankruptcy (JUL 1995)	
<b>I.93</b>	FAR 52.243-1	Changes - Fixed-Price (AUG 1987) - Alternate IV (APR 1984)	
<b>I.94</b>	FAR 52.243-2	Changes-Cost Reimbursement (AUG 1987) Alternate I (APR 1984)	
<b>I.95</b>	FAR 52.244-2	Subcontracts (Oct 2010)	(d)Any subcontract to replace any of the subcontracts noted in Paragraph (j) of this clause as well as any subcontract equal to or greater than \$10,000,000 (j) any and all subcontractors evaluated prior to contract award (as listed in Section H.23, DOE-H-2058) and all subcontractors evaluated prior to the award of contract modifications and task orders issued against the contract.
<b>I.96</b>	FAR 52.244-2	Subcontracts (Oct 2010) Alternate I (JUN 2007) ( <i>Applies to Cost-Reimbursement items only</i> )	Same as I.93
<b>I.97</b>	FAR 52.244-5	Competition in Subcontracting (DEC 1996) ( <i>Applies to Cost-Reimbursement items only</i> )	
<b>I.98</b>	FAR 52.244-6	Subcontracts for Commercial Items (FEB 2016)	
<b>I.99</b>	FAR 52.245-1	Government Property (APR 2012) as modified by DEAR 952.245-5 ( <i>Applies to Cost-Reimbursement items only</i> )	
<b>I.100</b>	FAR 52.245-1	Government Property (APR 2012) Alternate I (APR 2012) as modified by DEAR 952.245-5	
<b>I.101</b>	FAR 52.245-9	Use and Charges (APR 2012)	
<b>I.102</b>	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)	
<b>I.103</b>	FAR 52.247-14	Contractor Responsibility for Receipt of Shipment (APR 1984)	
<b>I.104</b>	FAR 52.247-17	Charges (APR 1984)	
<b>I.105</b>	FAR 52.247-21	Contractor Liability for Personal Injury and/or Property Damage (APR 1984)	
<b>I.106</b>	FAR 52.247-22	Contractor Liability for Loss of and/or Damage to Freight other than Household Goods (APR 1984)	
<b>I.107</b>	FAR 52.247-27	Contract Not Affected by Oral Agreement (APR 1984)	
<b>I.108</b>	FAR 52.247-68	Report of Shipment (REPSHIP) (FEB 2006)	
<b>I.109</b>	FAR 52.248-1	Value Engineering (OCT 2010)	(m) DE-EM0004767
<b>I.110</b>	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (APR 2012)	
<b>I.111</b>	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004)	

<b>I.112</b>	FAR 52.249-8	Default (Fixed-Price Supply and Service) (APR 1984) – Alternate I (APR 1984)	
<b>I.113</b>	FAR 52.249-14	Excusable Delays (APR 1984)	
<b>I.114</b>	FAR 52.251-1	Government Supply Sources (APR 2012)	
<b>I.115</b>	FAR 52.253-1	Computer Generated Forms (JAN 1991)	
<b>I.116</b>	DEAR 952.202-1	Definitions	
<b>I.117</b>	DEAR 952.203-70	Whistleblower Protection for Contractor Employees (DEC 2000)	
<b>I.118</b>	DEAR 952.204-75	Public Affairs (DEC 2000)	
<b>I.119</b>	DEAR 952.204-77	Computer Security (AUG 2006)	
<b>I.120</b>	DEAR 952.208-70	Printing (APR 1984)	
<b>I.121</b>	DEAR 952.215-70	Key Personnel (DEC 2000)	(a) See Section H Key Personnel
<b>I.122</b>	DEAR 952.219-70	DOE Mentor-Protégé Program (MAY 2000)	
<b>I.123</b>	DEAR 952.225-71	Compliance with Export Control Laws and Regulations (Export Clause) (NOV 2015)	
<b>I.124</b>	DEAR 952.226-74	Displaced Employee Hiring Preference (JUN 1997)	
<b>I.125</b>	DEAR 952.227-14	Rights in data-general (DOE coverage-alternates VI and VII)	
<b>I.126</b>	DEAR 952.227-82	Rights to proposal data (APR 1994)	1-30; August 29, 2016
<b>I.127</b>	DEAR 952.231-71	Insurance-litigation and Claims (AUG 2009)	
<b>I.128</b>	DEAR 952.242-70	Technical Direction (DEC 2000)	
<b>I.129</b>	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (JUN 1996)	
<b>I.130</b>	DEAR 952.251-70	Contractor Employee Travel Discounts (AUG 2009)	
<b>I.131</b>	DEAR 970.5204-2	Laws, Regulations, and DOE Directives (Dec 2000)	
<b>I.132</b>	DEAR 970.5223-1	Integration of Environment, Safety, and Health into Work Planning and Execution (DEC 2000)	

## FULL TEXT CLAUSES

### I.133 FAR 52.216-18 ORDERING (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued [from effective date of contract award through the end of the total contract period].
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

### I.134 FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than [\$0], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order. The Contractor is not obligated to honor -*
  - (1) Any order for a single item in excess of [the maximum ceiling value specified in Section B.1(a)];
  - (2) Any order for a combination of items in excess of [the maximum ceiling value specified in Section B.1(a)]; or
  - (3) A series of orders from the same ordering office within [365 days] that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within [5 days] after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the

reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**I.135 FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after [one year beyond the expiration date of the contract period].

**I.136 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)**

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

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

Employee Class	Monetary Wage
QA Technician	\$23.54
Administrative Assistant	\$19.25
Truck Drivers - Tractor/Trailer	\$19.79
Mechanics	\$22.99

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

**SECTION J – LIST OF ATTACHMENTS**

ATTACHMENT A	EXECUTED PERFORMANCE GUARANTEE AGREEMENT
ATTACHMENT B	REPORTING REQUIREMENTS CHECKLIST
ATTACHMENT C	WIPP TRANSPORTATION SERVICE CONTRACT LABOR STANDARDS (FORMERLY KNOWN AS THE SERVICE CONTRACT ACT) WAGE DETERMINATION  NEW MEXICO, 15-2512 (REV 1) 02/23/2016 TEXAS
ATTACHMENT D	WIPP TRANSPORTATION SERVICE CONTRACT LABOR STANDARDS (FORMERLY KNOWN AS THE SERVICE CONTRACT ACT) WAGE DETERMINATION  NATIONWIDE 96-0223 (REV 36) 01/05/2016
ATTACHMENT E	OFFICE OF ENVIRONMENTAL MANAGEMENT FY15/FY16 PERFORMANCE AGREEMENT
ATTACHMENT F	QUALITY ASSURANCE SURVEILLANCE PLAN

**SECTION J – ATTACHMENT A**  
**EXECUTED PERFORMANCE GUARANTEE AGREEMENT**

**ATTACHMENT L-1**  
**Performance Guarantee Agreement**

For value received, and in consideration of, and to induce the United States (the Government) to enter into Contract DE- EM0004767 for the WIPP Transportation Services (Contract) dated June 1, 2017, by and between the Government and CAST Specialty Transportation, Inc.(contractor), the undersigned, Richard R. DeFeyter (Guarantor), a corporation incorporated in the State of CO with its principal place of business at 9850 Havana St. Henderson, CO 80640 hereby unconditionally guarantees to the Government (a) the full and prompt payment and performance of all obligations, accrued and executory, which contractor presently or hereafter may have to the Government under the contract; and (b) the full and prompt payment and performance by contractor of all obligations and liabilities of contractor to the Government, fixed or contingent, due or to become due, direct or indirect, now existing or hereafter and howsoever arising or incurred under the contract, and (c) Guarantor further agrees to indemnify the Government against any losses the Government may sustain and expenses it may incur as a result of the enforcement or attempted enforcement by the Government of any of its rights and remedies under the contract, in the event of a default by contractor hereunder, and/or as a result of the enforcement or attempted enforcement by the Government of any of its rights against Guarantor hereunder.

Guarantor has read and consents to the signing of the contract. Guarantor further agrees that contractor shall have the full right, without any notice to or consent from Guarantor, to make any and all modifications or amendments to the contract without affecting, impairing, or discharging, in whole or in part, the liability of Guarantor hereunder.

Guarantor hereby expressly waives all defenses which might constitute a legal or equitable discharge of a surety or guarantor, and agrees that this Performance Guarantee Agreement shall be valid and unconditionally binding upon Guarantor regardless of: (i) the reorganization, merger, or consolidation of contractor into or with another entity, corporate or otherwise, or the liquidation or dissolution of contractor, or the sale or other disposition of all or substantially all of the capital stock, business or assets of contractor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against contractor, or adjudication of contractor as a bankrupt; or (iii) the assertion by the Government against the contractor of any of the Government's rights and remedies provided for under the contract, including any modifications or amendments thereto, or under any other document(s) or instrument(s) executed by contractor, or existing in the Government's favor in law, equity, or bankruptcy.

Guarantor further agrees that its liability under this Performance Guarantee Agreement shall be continuing, absolute, primary, and direct, and that the Government shall not be required to pursue any right or remedy it may have against contractor or other Guarantors under the contract, or any modifications or amendments thereto, or any other document(s) or instrument(s) executed by contractor, or otherwise. Guarantor affirms that the Government shall not be required to first commence any action or obtain any judgment against contractor before enforcing this Performance Guarantee Agreement against Guarantor, and that Guarantor will, upon demand, pay the Government any amount, the payment of which is guaranteed hereunder and the payment of which by contractor is in default under the contract or under any other document(s) or instrument(s) executed by contractor as aforesaid, and that Guarantor

will, upon demand, perform all other obligations of contractor, the performance of which by contractor is guaranteed hereunder.

Guarantor agrees to ensure that it shall cause this Performance Guarantee Agreement to be unconditionally binding upon any successor(s) to its interests regardless of: (i) the reorganization, merger, or consolidation of Guarantor into or with another entity, corporate or otherwise, or the liquidation or dissolution of Guarantor, or the sale or other disposition of all or substantially all of the capital stock, business, or assets of Guarantor to any other person or party; or (ii) the institution of any bankruptcy, reorganization, insolvency, debt agreement, or receivership proceedings by or against Guarantor, or adjudication of Guarantor as a bankrupt.

Guarantor further warrants and represents to the Government that the execution and delivery of this Performance Guarantee Agreement is not in contravention of Guarantor's Articles of Organization, Charter, bylaws, and applicable law; that the execution and delivery of this Performance Guarantee Agreement, and the performance thereof, has been duly authorized by the Guarantor's Board of Directors, Trustees, or any other management board which is required to participate in such decisions; and that the execution, delivery, and performance of this Performance Guarantee Agreement will not result in a breach of, or constitute a default under, any loan agreement, indenture, or contract to which Guarantor is a party or by or under which it is bound.

No express or implied provision, warranty, representation or term of this Performance Guarantee Agreement is intended, or is to be construed, to confer upon any third person(s) any rights or remedies whatsoever, except as expressly provided in this Performance Guarantee Agreement.

In witness thereof, Guarantor has caused this Performance Guarantee Agreement to be executed by its duly authorized officer, and its corporate seal to be affixed hereto on

6/1/2017

Date

CAST Specialty Transportation, Inc.

Name of Corporation

Richard R. DeFeyter, Executive Vice President

Name and Position of Official Executing Performance Guarantee Agreement on Behalf of Guarantor

(b) (6)

Attestation Including Application of Seal by an Official of Guarantor Authorized to Affix Corporate Seal





## SECTION J – ATTACHMENT B

### REPORTING REQUIREMENTS CHECKLIST

The table below summarizes the specific products the Contractor shall submit to the DOE, the date/timeframe that the Contractor shall submit the product, and the approval required for the specific deliverable. Durations stated in the table are in calendar days unless otherwise noted.

Approval: The Contractor shall provide the deliverable to DOE for review and approval. Contractor is responsible for obtaining DOE approval. The initial deliverable shall be of sufficient quality, depth, thoroughness, and format to support DOE approval. The DOE will review the deliverable and provide comments in writing. DOE comments will be discussed with the Contractor and the Contractor shall provide written responses. The Contractor shall re-write the documents to incorporate all DOE mandatory comments. Once DOE approves a deliverable or document, the Contractor shall place it under change control and shall make no changes to that document without further DOE approval.

The list of Deliverables does not include all required deliverables identified in other applicable sections of the Contract, DOE directives, federal regulations, or regulatory documents. The Contractor shall be responsible for the compliance with all applicable standards, orders and regulations under the Contract.

Report	Reference	Frequency	Due Date	Approval Required	Approving Official
1. Monthly Summary Reports a.) CVSA Report Including Violations* b.) Downtime/ Replacement Report c.) Equipment breakdown, replacements or operating difficulties	a.C.3.1.7 b.C.3.4.1.8 c. C.3.4.1.5	M, A	Within 5 business days of 1 <sup>st</sup> of each Month	N	
2. Incident Report	C.3.1.13.2.1	D	As required	N	
3. Driving Hour Report **	C.3.2.1	M, R	Within 5 business days of the 1 <sup>st</sup> of each Month	N	
4. Transportation Management Plan	C.3.5.2.3/C.4.1	O, A	30 days after award, then annually within 10 business days following start of new ordering period	Y	CO
5. Transition Plan	C.4.3.1	O	Three days after award	Y	CO
6. Exit Transition Plan	C.4.3.2	R	Within 60 days prior to contract end date	Y	CO
7. Driver Vehicle Inspection Record (DVIR)	C.3.4.1.2.	R	Only when discrepancies are identified	N	
8. Security Plan	C.4.4	O, A	Within 30 days after award then update annually within 10 business days following start of new ordering period	Y	CO
9. QA Plan	C.4.5	O, A	Within 30 days after	Y	CO

Report	Reference	Frequency	Due Date	Approval Required	Approving Official
			award then update annually within 10 business days following start of new ordering period		
10. ISMS Description	C.4.6	O, A	Within 30 days after award then update annually within 10 business days following start of new ordering period	Y	CO
11. Job Hazards Analysis (JHA) (general and site specific)	C.4.6.1	O, R	General JHA due on award; Site specific JHAs due prior to first shipment, and as required  JHA updates are required any time conditions change or if the contractor has not performed work at the assigned location for more than one year	Y	CO
12. Request for Driver Approval	C.3.5.1.2	O, R	Within 30 Days after award, then as required	Y	CO
13. Safe Driving Bonuses and Safe Driving Incentive Plan	H.5(a)	A	Within 15 days following each ordering period	Y	CO
14. Reports describing reimbursable costs, in accordance with each task order	H.8(c)	R	As required by each task order	N	
15. Notice of bankruptcy	H.10 FAR 52.242-13	R	Within 5 days of initiation of bankruptcy proceedings	N	
16. Changes to contact information of Responsible Corporate Official and Board of Directors	H.11	R	As required	N	
17. Access to, and information supporting DOE reviews of, PAAA noncompliance system	H.13	R	As required	N, but system failing DOE standards may constitute breach of contract	
18. Coordination with DOE regarding any contractor-initiated work stoppages or facility shutdowns	H.14(b) and (c)	R	Promptly following contractor-initiated work stoppages	Y	CO
19. Request to begin alternative dispute resolution (ADR)	H.15(c)	R	N/A	Y	CO
20. Organizational Conflict of Interest (OCI) Management Plan	H.17	O, R	Within 10 calendar days after effective date	Y	CO

Report	Reference	Frequency	Due Date	Approval Required	Approving Official
			of the contract, then updated as required		
21. Proposed releases of information to public, media, or Congress	H.20 DEAR 952.204-75	R	At least 10 calendar days prior to planned release date	Y	DOE/CBFO Office of Public Affairs
22. Proof of insurance coverage	H.21	R	Upon request of the Contracting Officer	N	
23. Request for approval to award a “major or critical” subcontract, use a “major or critical” subcontractor, or to replace either	H.25	R	Prior to award of the subcontract	Y	CO
24. Request for approval to remove, replace, or divert Key Personnel	H.23(b) DEAR 952.215-70	R	Reasonably in advance of removing, replacing, or diverting any Key Personnel	Y	CO
25. Reports itemizing the confidential or proprietary information it receives under this contract	H.26	R	Upon Request of the Contracting Officer	Y	CO
26. Justification (including proposed substitutions) for changes to key personnel	H.29	R	As required	Y	CO
27. Code of Business Ethics and Conduct	FAR 52.203-13(b)(1)	O	Within 30 days after award	N	
28. Disclosure of credible evidence that employee or subcontractor has violated certain federal laws	FAR 52.203-13(b)(3) and (c)(2)(ii)(F)	R	Timely after discovery of evidence	N	
29. Report on Executive Compensation and First-Tier Subcontract Awards	FAR 52.204-10(d)	A, R	Annually with System for Award Management registration and by the end of the month following the month a first-tier subcontract of \$30,000 or more is awarded	N	
30. Service Contract Report for Indefinite-Delivery Contracts	FAR 52.204-15	A	By October 31 <sup>st</sup> of each year	N	
31. Notice of intent to subcontract with party that is debarred, suspended, or proposed for debarment	FAR 52.209-6(d)	R	Before entering into the subcontract	N	
32. Updates of Publicly Available Information Regarding Responsibility Matters	FAR 52.209-9	S	As required	N	
33. Notice that contractor has become (or has become subsidiary of) inverted domestic corporation	FAR 52.209-10	R	Within 5 business days from the date of the inversion event	N	
34. Reports and access to data supporting cost or price audit	FAR 52.215-2	R	When requested by the CO or Comptroller General of the United States up until 3 years after final payment.	N	

Report	Reference	Frequency	Due Date	Approval Required	Approving Official
35. Notice of Ownership Changes	FAR 52.215-19	R	Within 30 days after contractor becomes aware that ownership change has occurred, or is certain to occur	N	
36. Report on subcontractor limitation compliance requirements, including information on how percentages are computed. The report shall be fully supported, including but not limited to, a narrative explanation and backup supporting documentation, to allow the CO and COR to fully understand the computation and the basis of the computation.	FAR 52.219-14	A	Within 30 days of contract award, then annually	N	
37. Post-Award Small Business Program Representation	FAR 52.219-28	R	See deadlines at FAR 52.219-28(b)	N	
38. Information required by Executive Order 11246 and by the rules, regulations, and orders of the Secretary of Labor	FAR 52.222-26(c)(7)	R	As required by the Executive Order or Secretary of Labor	N	
39. Employment Reports on Veterans	FAR 52.222-37	A	By September 30 <sup>th</sup> of each year	N	
40. Access to Service Contract Labor Standards records	FAR 52.222-41(i)	R	When requested by Department of Labor	N	
41. Notice of claimed price increase	FAR 52.222-43(f)	R	Within 30 days after receiving new wage determination	N	
42. Trafficking in persons notification	FAR 52.222-50(d)	R	Immediately	N	
43. Access to payroll records	FAR 52.222-55	R	When requested by CO or Department of Labor, up until 3 years after completion of the work	N	
44. Report on Procurement of Biobased Products	FAR 52.223-2	A	October 31 <sup>st</sup> of each year and at end of contract performance	N	
45. Drug-Free Workplace notification	FAR 52.223-6(b)(5)	R	Within 10 days of receiving notice of conviction	N	
46. Notice or claim of infringement or information pertaining to claim or suit against government	FAR 52.227-2	R	Promptly upon contractor's knowledge or government request	N	
47. Notice of Insurance for Work on a Government Installation	FAR 52.228-5	O	Before commencing work	N	
48. Notice of Cargo Insurance	FAR 52.228-9	O	Before commencing operations, and in accordance with FAR 52.228-9(c) thereafter	N	

Report	Reference	Frequency	Due Date	Approval Required	Approving Official
49. Notice of Federal excise tax or duty matters	FAR 52.229-3(g)	R	Promptly upon contractor's knowledge	N	
50. State of New Mexico Tax Notice	FAR 52.229-10(a)	O	Within 30 days after award	N	
51. Limitation of Funds notice	FAR 52.232-22	R	At least 60 days before expected plus incurred costs exceed 75% of allotted total, and at least 60 days before end of task order or contract	N	
52. Up-to-date Electronic Funds Transfer information	FAR 52.232-33	R	Promptly upon any changes	N	
53. Claims	FAR 52.233-1	R	Within 6 years after accrual of the claim	Y	CO
54. Continuity of Services and transition information (Plan to provide phase-in, phase-out services to successor Contractor)	FAR 52.237-3	R	See timeline in FAR 52.237-3	Y	CO
55. Notice of new subcontract or modification	FAR 52.244-2(e)	R	Reasonably in advance of covered subcontract	N	
56. Government property plans, systems, and records	FAR 52.245-1(f)	R	See timeline in FAR 52.245-1(f)	Y	CO or Property Administrator
57. Final physical completion or termination inventory	FAR 52. 52.245-1 (f)(1)(iv)	R	At least 45 days prior to contract completion or upon termination	Y	CO or Property Administrator
58. Reports of loss, damage, destruction or theft of property	FAR 52.245-1 (f)(1)(vi)	R	As required	N	
59. Inventory disposal request	FAR 52.245-1(j)	R	Prior to disposal of government-furnished property	Y	CO or Property Administrator
60. Report of Shipment	FAR 52.247-68	R	At least 24 hours before arrival	N	
61. Request for excess printing	DEAR 952.208-70	R	Prior to acquiring covered printing	Y	CO
62. Request for direction beyond Contracting Officer's Representative's (COR) authority	DEAR 952.242-70	R	Within 5 working days after receipt of COR direction	Y	CO
63. Approval of Safety Management System	DEAR 970.5223-1(e)	O, A	As set by CO	Y	CO
64. Workplace Substance Abuse Program	DEAR 970.5223-3 10 CFR Part 707	O	Within 30 days after award	N	
65. Computerized Accident/Incident Reporting System (CAIRS) data submission	DOE O 231.1B 10 CFR Part 707	M	In response to monthly email from COR requesting data	N	
66. Basis of Estimate (BOE) Statements		O	Once; within 5 days following contract award.	N	

Basis of Estimate (BOE) Statements shall be at the PWS level as identified in Section C. The BOE documents shall support the Contractor's proposed prices by specifically identifying assumptions and the resource quantities (labor hours, material quantities, etc.) and labor rates for

Report	Reference	Frequency	Due Date	Approval Required	Approving Official
all direct cost elements (direct labor, materials, equipment, ODC's, etc.)					

- \* 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.

Frequency Key:

- O = On Award (Beginning of the Period of Performance referenced in the initial Task Order award)
- A = Annually (12 months after award of the initial Task Order or individual Task Order Periods)
- S = Semi-annually
- D = Within 24 hours after incident
- M = Monthly
- R = As Required

DOE CO Address:

U.S. Department of Energy, Carlsbad Field Office  
Attn: John Norway  
P.O. Box 3090  
Carlsbad, NM 88221-3090  
Email: john.norway@cbfo.doe.gov

DOE COR Address:

U.S. Department of Energy, Carlsbad Field Office  
Attn: John (Andy) Walker  
P.O. Box 3090  
Carlsbad, NM 88221-3090  
Email: andy.walker@cbfo.doe.gov

## SECTION J – ATTACHMENT C

### WIPP TRANSPORTATION SERVICE CONTRACT LABOR STANDARDS (FORMERLY KNOWN AS THE SERVICE CONTRACT ACT) WAGE DETERMINATION

WD 15-2512 (Rev.-1) was first posted on [www.wdol.gov](http://www.wdol.gov) on 02/23/2016

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON D.C. 20210
		Wage Determination No.: 2015-2512
Daniel W. Simms	Division of	Revision No.: 1
Director	Wage Determinations	Date Of Revision: 02/18/2016

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

States: New Mexico, Texas

Area: New Mexico Counties of Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lincoln, Luna, Otero, Sierra  
Texas County of El Paso

**Fringe Benefits Required Follow the Occupational Listing**		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.78
01012 - Accounting Clerk II		14.46
01013 - Accounting Clerk III		16.18
01020 - Administrative Assistant		17.66
01035 - Court Reporter		15.70
01051 - Data Entry Operator I		9.57
01052 - Data Entry Operator II		10.56
01060 - Dispatcher, Motor Vehicle		13.41
01070 - Document Preparation Clerk		11.19
01090 - Duplicating Machine Operator		11.19
01111 - General Clerk I		9.61
01112 - General Clerk II		10.49
01113 - General Clerk III		11.77
01120 - Housing Referral Assistant		14.98
01141 - Messenger Courier		8.76
01191 - Order Clerk I		10.48
01192 - Order Clerk II		11.44
01261 - Personnel Assistant (Employment) I		12.80
01262 - Personnel Assistant (Employment) II		14.44
01263 - Personnel Assistant (Employment) III		15.99
01270 - Production Control Clerk		16.69

01290 - Rental Clerk	10.50
01300 - Scheduler, Maintenance	12.00
01311 - Secretary I	12.01
01312 - Secretary II	13.43
01313 - Secretary III	14.98
01320 - Service Order Dispatcher	11.77
01410 - Supply Technician	17.23
01420 - Survey Worker	13.70
01460 - Switchboard Operator/Receptionist	9.47
01531 - Travel Clerk I	11.16
01532 - Travel Clerk II	12.20
01533 - Travel Clerk III	13.00
01611 - Word Processor I	12.87
01612 - Word Processor II	14.45
01613 - Word Processor III	16.16
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	16.41
05010 - Automotive Electrician	15.40
05040 - Automotive Glass Installer	14.37
05070 - Automotive Worker	14.37
05110 - Mobile Equipment Servicer	12.32
05130 - Motor Equipment Metal Mechanic	16.41
05160 - Motor Equipment Metal Worker	14.37
05190 - Motor Vehicle Mechanic	17.31
05220 - Motor Vehicle Mechanic Helper	11.29
05250 - Motor Vehicle Upholstery Worker	13.34
05280 - Motor Vehicle Wrecker	14.37
05310 - Painter, Automotive	15.40
05340 - Radiator Repair Specialist	14.37
05370 - Tire Repairer	11.33
05400 - Transmission Repair Specialist	16.41
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.51
07041 - Cook I	9.61
07042 - Cook II	11.41
07070 - Dishwasher	7.37
07130 - Food Service Worker	8.06
07210 - Meat Cutter	11.04
07260 - Waiter/Waitress	7.30
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	15.73
09040 - Furniture Handler	8.80
09080 - Furniture Refinisher	15.73
09090 - Furniture Refinisher Helper	11.05
09110 - Furniture Repairer, Minor	13.15
09130 - Upholsterer	15.73
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.07
11060 - Elevator Operator	8.07
11090 - Gardener	12.04
11122 - Housekeeping Aide	9.02
11150 - Janitor	9.02
11210 - Laborer, Grounds Maintenance	9.02
11240 - Maid or Houseman	7.74
11260 - Pruner	7.79
11270 - Tractor Operator	11.51
11330 - Trail Maintenance Worker	9.02
11360 - Window Cleaner	10.45
12000 - Health Occupations	
12010 - Ambulance Driver	12.83
12011 - Breath Alcohol Technician	14.94
12012 - Certified Occupational Therapist Assistant	22.21
12015 - Certified Physical Therapist Assistant	21.09



12020 - Dental Assistant	12.61
12025 - Dental Hygienist	27.43
12030 - EKG Technician	25.42
12035 - Electroneurodiagnostic Technologist	25.42
12040 - Emergency Medical Technician	12.83
12071 - Licensed Practical Nurse I	16.95
12072 - Licensed Practical Nurse II	18.96
12073 - Licensed Practical Nurse III	21.15
12100 - Medical Assistant	10.86
12130 - Medical Laboratory Technician	13.77
12160 - Medical Record Clerk	13.27
12190 - Medical Record Technician	14.84
12195 - Medical Transcriptionist	14.31
12210 - Nuclear Medicine Technologist	33.37
12221 - Nursing Assistant I	9.26
12222 - Nursing Assistant II	10.41
12223 - Nursing Assistant III	11.36
12224 - Nursing Assistant IV	12.75
12235 - Optical Dispenser	11.21
12236 - Optical Technician	9.30
12250 - Pharmacy Technician	13.41
12280 - Phlebotomist	13.52
12305 - Radiologic Technologist	23.81
12311 - Registered Nurse I	23.99
12312 - Registered Nurse II	28.64
12313 - Registered Nurse II, Specialist	28.64
12314 - Registered Nurse III	34.65
12315 - Registered Nurse III, Anesthetist	34.65
12316 - Registered Nurse IV	41.55
12317 - Scheduler (Drug and Alcohol Testing)	21.37
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.15
13012 - Exhibits Specialist II	23.08
13013 - Exhibits Specialist III	27.03
13041 - Illustrator I	19.15
13042 - Illustrator II	23.08
13043 - Illustrator III	27.03
13047 - Librarian	24.46
13050 - Library Aide/Clerk	11.49
13054 - Library Information Technology Systems Administrator	22.09
13058 - Library Technician	17.24
13061 - Media Specialist I	15.83
13062 - Media Specialist II	17.83
13063 - Media Specialist III	19.88
13071 - Photographer I	12.93
13072 - Photographer II	16.45
13073 - Photographer III	20.57
13074 - Photographer IV	24.45
13075 - Photographer V	27.88
13110 - Video Teleconference Technician	14.70
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.67
14042 - Computer Operator II	15.46
14043 - Computer Operator III	17.25
14044 - Computer Operator IV	19.17
14045 - Computer Operator V	21.22
14071 - Computer Programmer I	(see 1) 21.43
14072 - Computer Programmer II	(see 1) 26.56
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)

14103 - Computer Systems Analyst III	(see 1)	
14150 - Peripheral Equipment Operator		13.67
14160 - Personal Computer Support Technician		22.41
15000 - Instructional Occupations		
15010 - Aircrew Training Devices Instructor (Non-Rated)		26.13
15020 - Aircrew Training Devices Instructor (Rated)		32.14
15030 - Air Crew Training Devices Instructor (Pilot)		37.89
15050 - Computer Based Training Specialist / Instructor		26.13
15060 - Educational Technologist		32.13
15070 - Flight Instructor (Pilot)		37.89
15080 - Graphic Artist		19.52
15090 - Technical Instructor		18.06
15095 - Technical Instructor/Course Developer		22.09
15110 - Test Proctor		14.58
15120 - Tutor		14.58
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations		
16010 - Assembler		7.64
16030 - Counter Attendant		7.64
16040 - Dry Cleaner		9.31
16070 - Finisher, Flatwork, Machine		7.64
16090 - Presser, Hand		7.64
16110 - Presser, Machine, Drycleaning		7.64
16130 - Presser, Machine, Shirts		7.64
16160 - Presser, Machine, Wearing Apparel, Laundry		7.64
16190 - Sewing Machine Operator		9.84
16220 - Tailor		10.41
16250 - Washer, Machine		8.19
19000 - Machine Tool Operation And Repair Occupations		
19010 - Machine-Tool Operator (Tool Room)		15.73
19040 - Tool And Die Maker		20.26
21000 - Materials Handling And Packing Occupations		
21020 - Forklift Operator		10.91
21030 - Material Coordinator		16.69
21040 - Material Expediter		16.69
21050 - Material Handling Laborer		9.14
21071 - Order Filler		10.49
21080 - Production Line Worker (Food Processing)		10.91
21110 - Shipping Packer		10.48
21130 - Shipping/Receiving Clerk		10.49
21140 - Store Worker I		8.93
21150 - Stock Clerk		12.82
21210 - Tools And Parts Attendant		10.91
21410 - Warehouse Specialist		10.91
23000 - Mechanics And Maintenance And Repair Occupations		
23010 - Aerospace Structural Welder		26.14
23021 - Aircraft Mechanic I		23.82
23022 - Aircraft Mechanic II		26.14
23023 - Aircraft Mechanic III		27.45
23040 - Aircraft Mechanic Helper		16.39
23050 - Aircraft, Painter		18.67
23060 - Aircraft Servicer		19.25
23080 - Aircraft Worker		20.78
23110 - Appliance Mechanic		16.14
23120 - Bicycle Repairer		11.33
23125 - Cable Splicer		21.87
23130 - Carpenter, Maintenance		15.73
23140 - Carpet Layer		14.64
23160 - Electrician, Maintenance		18.27
23181 - Electronics Technician Maintenance I		19.57
23182 - Electronics Technician Maintenance II		21.02
23183 - Electronics Technician Maintenance III		22.67
23260 - Fabric Worker		13.46
23290 - Fire Alarm System Mechanic		16.62

23310 - Fire Extinguisher Repairer	12.26
23311 - Fuel Distribution System Mechanic	19.79
23312 - Fuel Distribution System Operator	15.20
23370 - General Maintenance Worker	14.64
23380 - Ground Support Equipment Mechanic	23.82
23381 - Ground Support Equipment Servicer	19.25
23382 - Ground Support Equipment Worker	20.78
23391 - Gunsmith I	12.26
23392 - Gunsmith II	14.64
23393 - Gunsmith III	16.96
23410 - Heating, Ventilation And Air-Conditioning Mechanic	16.12
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	17.24
23430 - Heavy Equipment Mechanic	17.80
23440 - Heavy Equipment Operator	16.96
23460 - Instrument Mechanic	18.50
23465 - Laboratory/Shelter Mechanic	15.73
23470 - Laborer	9.14
23510 - Locksmith	15.73
23530 - Machinery Maintenance Mechanic	16.96
23550 - Machinist, Maintenance	16.31
23580 - Maintenance Trades Helper	11.27
23591 - Metrology Technician I	18.50
23592 - Metrology Technician II	19.66
23593 - Metrology Technician III	20.93
23640 - Millwright	17.46
23710 - Office Appliance Repairer	15.62
23760 - Painter, Maintenance	14.67
23790 - Pipefitter, Maintenance	17.63
23810 - Plumber, Maintenance	16.55
23820 - Pneudraulic Systems Mechanic	16.96
23850 - Rigger	16.96
23870 - Scale Mechanic	14.64
23890 - Sheet-Metal Worker, Maintenance	15.63
23910 - Small Engine Mechanic	14.64
23931 - Telecommunications Mechanic I	21.99
23932 - Telecommunications Mechanic II	23.51
23950 - Telephone Lineman	19.48
23960 - Welder, Combination, Maintenance	16.96
23965 - Well Driller	16.96
23970 - Woodcraft Worker	16.96
23980 - Woodworker	12.26
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.41
24580 - Child Care Center Clerk	10.49
24610 - Chore Aide	8.29
24620 - Family Readiness And Support Services Coordinator	11.01
24630 - Homemaker	12.70
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	19.71
25040 - Sewage Plant Operator	17.19
25070 - Stationary Engineer	18.43
25190 - Ventilation Equipment Tender	12.83
25210 - Water Treatment Plant Operator	17.19
27000 - Protective Service Occupations	
27004 - Alarm Monitor	15.20
27007 - Baggage Inspector	10.38
27008 - Corrections Officer	18.66
27010 - Court Security Officer	18.66
27030 - Detection Dog Handler	14.84
27040 - Detention Officer	18.66

27070 - Firefighter	19.83
27101 - Guard I	10.38
27102 - Guard II	14.84
27131 - Police Officer I	21.41
27132 - Police Officer II	23.78
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	11.64
28042 - Carnival Equipment Repairer	12.69
28043 - Carnival Worker	8.45
28210 - Gate Attendant/Gate Tender	13.37
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	14.96
28510 - Recreation Aide/Health Facility Attendant	10.92
28515 - Recreation Specialist	14.10
28630 - Sports Official	11.92
28690 - Swimming Pool Operator	16.36
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	17.06
29020 - Hatch Tender	17.06
29030 - Line Handler	17.06
29041 - Stevedore I	15.68
29042 - Stevedore II	18.98
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	18.13
30022 - Archeological Technician II	20.27
30023 - Archeological Technician III	25.11
30030 - Cartographic Technician	25.12
30040 - Civil Engineering Technician	19.04
30061 - Drafter/CAD Operator I	15.03
30062 - Drafter/CAD Operator II	16.81
30063 - Drafter/CAD Operator III	19.99
30064 - Drafter/CAD Operator IV	26.25
30081 - Engineering Technician I	15.71
30082 - Engineering Technician II	17.63
30083 - Engineering Technician III	20.27
30084 - Engineering Technician IV	24.96
30085 - Engineering Technician V	29.90
30086 - Engineering Technician VI	36.17
30090 - Environmental Technician	19.33
30210 - Laboratory Technician	19.91
30240 - Mathematical Technician	24.90
30361 - Paralegal/Legal Assistant I	16.54
30362 - Paralegal/Legal Assistant II	20.49
30363 - Paralegal/Legal Assistant III	25.07
30364 - Paralegal/Legal Assistant IV	30.33
30390 - Photo-Optics Technician	22.90
30461 - Technical Writer I	26.05
30462 - Technical Writer II	31.87
30463 - Technical Writer III	38.56
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	19.99
Surface Programs	
30621 - Weather Observer, Senior (see 2)	20.83
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	9.98
31030 - Bus Driver	15.52

31043 - Driver Courier	11.32
31260 - Parking and Lot Attendant	7.85
31290 - Shuttle Bus Driver	12.39
31310 - Taxi Driver	10.33
31361 - Truckdriver, Light	12.39
31362 - Truckdriver, Medium	14.19
31363 - Truckdriver, Heavy	17.82
31364 - Truckdriver, Tractor-Trailer	17.82
99000 - Miscellaneous Occupations	
99030 - Cashier	7.93
99050 - Desk Clerk	10.35
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	9.70
99252 - Laboratory Animal Caretaker II	10.76
99310 - Mortician	22.69
99410 - Pest Controller	14.84
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	11.26
99711 - Recycling Specialist	14.37
99730 - Refuse Collector	9.72
99810 - Sales Clerk	10.14
99820 - School Crossing Guard	8.48
99830 - Survey Party Chief	17.09
99831 - Surveying Aide	11.84
99832 - Surveying Technician	13.97
99840 - Vending Machine Attendant	9.87
99841 - Vending Machine Repairer	12.54
99842 - Vending Machine Repairer Helper	9.87

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$4.27 per hour computed on the basis of all hours worked by service employees employed on the contract.

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)

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

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.

400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

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

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

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

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

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am.

If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**\*\* HAZARDOUS PAY DIFFERENTIAL \*\***

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder.

All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

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

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract

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

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS \*\***

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

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

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

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 ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.



## SECTION J – ATTACHMENT D

### WIPP TRANSPORTATION SERVICE CONTRACT LABOR STANDARDS (FORMERLY KNOWN AS THE SERVICE CONTRACT ACT) WAGE DETERMINATION

WD 96-0223 (Rev.-36) was first posted on [www.wdol.gov](http://www.wdol.gov) on 01/05/2016

Hazardous Waste Pickup/Disposal Services

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REGISTER OF WAGE DETERMINATIONS UNDER		U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT		EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION
		WASHINGTON, D.C. 20210
Daniel W. Simms		Wage Determination No: 1996-0223
Director		Revision No: 36
		Date Of Revision: 12/29/2015

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Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

NATIONWIDE: Applicable in the continental U.S. and Hawaii

Regions are defined 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, Puerto Rico, Rhode Island, Vermont and Virgin Islands;

SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia;

WEST REGION: Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

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\*\*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	FOOTNOTE	RATE
23440 - Heavy Equipment Operator		
MIDWEST REGION		28.56
NORTHEAST REGION		27.13
SOUTH REGION		24.88
WEST REGION		28.01
23470 - Laborer		
MIDWEST REGION		16.07
NORTHEAST REGION		16.46
SOUTH REGION		12.54
WEST REGION		14.35
30090 - Environmental Technician		

MIDWEST REGION	25.42
NORTHEAST REGION	27.06
SOUTH REGION	24.10
WEST REGION	25.58
31010 - Airplane Pilot	27.51
31361 - Truckdriver, Light	
MIDWEST REGION	14.49
NORTHEAST REGION	18.18
SOUTH REGION	11.78
WEST REGION	12.26
31362 - Truckdriver, Medium	
MIDWEST REGION	23.37
NORTHEAST REGION	23.41
SOUTH REGION	19.88
WEST REGION	21.95
31363 - Truckdriver, Heavy	
MIDWEST REGION	24.49
NORTHEAST REGION	24.59
SOUTH REGION	20.83
WEST REGION	23.04

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.27 per hour or \$170.80 per week or \$740.13 per 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): \$1.69 per hour, or \$67.60 per week, or \$292.93 per month 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 \$4.27 per hour.

**\*\* 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.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/whd/> and through the Wage Determinations On-Line (WDOL) website at <http://wdol.gov/>.

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 (See 29 CFR 4.6(b)(2)(i)). Such conforming procedure shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the commencement date of the contract (See 29 CFR 4.6(b)(2)(iv)(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 the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, U.S. Department of Labor, for review (See 29 CFR 4.6(b)(2)(ii)).

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 ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**SECTION J – ATTACHMENT E**

**OFFICE OF ENVIRONMENTAL MANAGEMENT FY15/FY16 PERFORMANCE  
AGREEMENT**

# FY15/FY16 Performance Agreement

## Office of Environmental Management



U.S. Department of Energy  
Office of Environmental Management  
7/17/2015

## Office of Environmental Management FY15/16 Performance Agreement

The mission of the Office of Environmental Management (EM) is to complete the safe cleanup of the environmental legacy brought about by five decades of nuclear weapons development and government-sponsored nuclear energy research. In FY15/FY16, EM will focus efforts on becoming a more efficient and effective organization as detailed by the following goals and commitments of this FY15/FY16 Performance Agreement.

This Performance Agreement is the commitment by the EM leadership team to organizational improvements that will help us advance our mission in the most safe, efficient and effective manner possible.

### Goals/Measuring Progress

EM's primary responsibility is the safe cleanup of the environmental legacy of research and materials production by the Department of Energy (DOE) and its predecessor agencies for which Congress established the EM Program. Programmatic success will be measured by *what* is accomplished (i.e., the number of sites restored, quantities of waste treated and disposed of, number of waste storage tanks closed, amounts of soil and groundwater remediated, etc.). However, overall success will also be measured by *how* the program is managed (i.e., through critical management goals such as improvement of the safety and organizational culture, increasing overall efficiency with improved performance, achieving results from programs and projects and a focus on organizational excellence). The former is primarily captured in individual performance plans of the EM Field Managers and Deputy Assistant Secretaries and should cascade through employee performance plans throughout the organization. The latter is primarily the subject of this Performance Agreement, where broad programmatic goals are outlined as well as their supporting objectives. A review of the status of these objectives will be conducted throughout the fiscal year to ensure the organization is on-track to meet these higher level goals. Further, all EM personnel are challenged to develop and maintain a "product/outcome-oriented" mindset rather than function in a predominantly "process-oriented" environment.

EM's primary near-term priorities are: resumption of operations at the Waste Isolation Pilot Plant (WIPP); the tank waste clean-up missions at the Hanford site primarily the Secretary's initiative of beginning some treatment as soon as practical; liquid tank waste processing completion at the Idaho site; and the Savannah River tank waste mission primarily in support of the Salt Waste Processing Facility which will enable significant ramp-up of tank waste treatment.

### *Goal 1: Improve Organizational Culture*

The safety of EM workers is a core value that is incorporated into every aspect of the EM program. To best protect our workers, EM has a goal of zero accidents or incidents in the work place and to date, has maintained a strong safety record. EM has established a strong quality culture and continues to utilize the Integrated Safety Management System to ensure that all work activities are appropriately scoped, analyzed for hazards, comprehensively planned to eliminate or mitigate those hazards, and effectively performed by trained employees. In addition, EM

follows DOE Order 226.1B; *Implementation of Department of Energy Oversight Policy* that establishes the philosophy that line management is responsible for ensuring safety when work is performed. EM seeks to continue safety improvements through first performing work safely and correctly; however, when necessary, EM will institute corrective actions, promote lessons learned, and develop new or improved processes to address safety concerns/incidents.

#### Objectives

- Complete the development of an EM Safety Culture Sustainment Plan based on input from the field, and implementation activities to address Defense Nuclear Facilities Safety Board (DNFSB) Recommendation 2011-1
- Complete the remaining DNFSB recommendation 2011-1 actions
- Reinvigorate and execute a robust EM Lessons Learned Program, to include findings of the Waste Isolation Pilot Plant (WIPP) Accident Investigation Board (AIB) reports, EM safety culture assessments and other relevant EM program reviews
- Finalize review of deferred maintenance reports and develop a corporate approach to ensuring deferred maintenance of safety-related systems and equipment as part of a larger Departmental effort
- Further the implementation of Safety Conscious Work Environment (SCWE) training to all EM staff; develop and implement ongoing safety culture sustainment actions based on the information from the safety culture extent of condition review and benchmarking data in accordance with DOE's Safety Culture Improvement Implementation Plan
- Develop a transparent relationship with the DNFSB that facilitates expeditious resolution of DNFSB concerns and issues maintaining a level of zero to 20 percent overdue action items resulting from DNFSB letters or recommendations, as identified in the DOE Safety Issues Management System

#### *Goal 2: Increase Efficiency/Improve Performance*

EM will seek opportunities to increase efficiency and improve performance to ensure the maximum cleanup value for every dollar appropriated and invested in the program. EM will also continue to identify opportunities to make strategic investments, including investments in technology development, that reduce the life-cycle cost of the cleanup program while shortening project and program schedules.

#### Objectives

- Complete in-depth analysis of work being performed by EM across the complex for other programs/organizations to ensure full cost recovery
- Complete development of a 5-year planning case to better plan for and utilize appropriated funds to more efficiently execute cleanup
- Work with stakeholders and regulators to identify risk-based priorities and achievable cleanup milestones tied to subsequent budget documents (e.g., Environmental Protection Agency dialogue/summit with regulators)



- Develop common understanding/definition of Operational Costs in the EM Program by July 31, 2015, and develop a plan by September 30, 2015, with a target for reducing overall FY16 EM Program Operational costs by 5%
- Conduct system analyses to implement efficient and integrated liquid waste operations, and to establish long-term strategic plans for tank waste construction, treatment and closure activities
- Develop an integrated optimization plan for different base operations scenarios (facility turnover, surveillance and maintenance, deactivation and demolition) to minimize overall cost and schedule
- Develop a plan to characterize the infrastructure needs, facilities and human capital required to maintain the capabilities of EM's Savannah River National Laboratory. The plan will include strategies to enable the laboratory mission to continue technical support for the EM program and the Nation
- Work with other program offices to document a strategy by July 31, 2015, for establishing a sustainable capability to accomplish the administration's nuclear mission objectives, including capabilities at Idaho and the Savannah River Site to safely store and prepare repatriated nuclear materials for disposition

### *Goal 3: Achieve Program/Project Results*

To ensure that EM delivers the best value for the American taxpayers, the FY16 budget request reflects continued commitment to improve acquisition, contract, and project management. EM will further improve acquisition processes by obtaining early involvement and approvals on various acquisition approaches from DOE senior management, including the Office of Acquisition and Project Management, the Office of the General Counsel, and the Office of Small and Disadvantaged Business Utilization.

#### Objectives

- Building on the Deferred Maintenance initiative, develop capital asset upgrades/replacement priority investment program to enhance operational efficiency and reliability for critical site infrastructure systems:
  - Identify critical site infrastructure systems at field sites to include components, age, design life, and replacement costs
  - Develop prioritization evaluation criteria and funding goals
  - Develop a funding approach for incorporation in the FY18 budget guidance
- Successfully complete at least 90% of capital asset projects at the baseline Total Project Costs and Critical Decision 4 dates, that established their original performance baseline (CD-2) or a first-time revised performance baseline after FY10
- Draft a separate appendix to DOE Order 413.3B; *Program and Project Management for the Acquisition of Capital Assets*, that applies to the management of all EM program scope, except construction line-item projects and takes into consideration the equivalency of the current Resource Conservation and Recovery Act, Comprehensive Environmental Response, Compensation, and Liability Act, and the National Environmental Policy Act requirements

### *Goal 4: Organizational Excellence*

EM's success will require a sustained commitment to management excellence from Headquarters and every site office. Management principles will be translated into action by focusing on operational and technical excellence. That excellence requires developing the most highly qualified, capable, and flexible federal workforce. Additionally, our management principles require implementation of a performance-based culture that clearly links work to agency goals, holds employees accountable for meeting our mission, and appropriately recognizes employees for their efforts.

#### Objectives

- Implement the plan to improve headquarters/field alignment on program and policy issues and clarify roles and responsibilities
- Establish an Organizational Culture Integrated Project Team to develop and implement strategies to strengthen the EM organization
- Develop a strategy to enhance operational efficiency for headquarters and the field by regularly assessing the number of Headquarters assessments and other activities, and determining if those activities should continue or can be executed more efficiently and effectively
- Identify opportunities to enhance relationships with EM customers and stakeholders and implement improvements through more direct communication and transparent actions

#### EM Assistant Secretary Support

In order to accomplish the goals herein described, EM leadership will *provide visible, high profile support to:*

- Advocate for the resources necessary to achieve these objectives
- Communicate goal achievement and progress periodically through EM Updates, Reports and other media
- Formally recognize superior efforts in achieving goals through incentive awards
- Coordinate with senior Department and private sector officials and advocate for the EM program

## Terms of Agreement

This Agreement is intended to improve the management and performance of the U.S. Department of Energy's Office of Environmental Management. It represents EM's commitment to operate efficiently, effectively, with a primary focus on safety, and fulfills our duties to the American people.

(b) (6)	7/7/2015	(b) (6)	7/6/15
Acting Assistant Secretary	Date	Associate Principal Deputy Assistant Secretary	Date
(b) (6)	6/30/2015	(b) (6)	7/1/15
	Date	Manager, Carlsbad Field Office	Date
(b) (6)	7/7/15	(b) (6)	6/29/15
	Date	Manager, Consolidated Business Center	Date
(b) (6)	7/7/15	(b) (6)	6/29/15
	Date	Deputy Manager, Idaho Operations Office	Date
(b) (6)	7/1/15	(b) (6)	
Tank Waste & Nuclear Material	Date	Manager, Oak Ridge Office of Environmental Management	Date
(b) (6)	6/30/15	(b) (6)	6/30/15
Deputy Assistant Secretary, Waste Management	Date	Manager, Office of River Protection	Date
(b) (6)	7/6/15	(b) (6)	7/13/15
Deputy Assistant Secretary, Safety, Security & Quality Programs	Date	Portsmouth/Paducah Project Office	Date
(b) (6)	7/6/2015	(b) (6)	7/1/15
Deputy Assistant Secretary, Acquisition & Project Management	Date	Manager, Richland Operations Office	Date
(b) (6)	7/1/15	(b) (6)	7/17/15
Deputy Assistant Secretary, Program Planning & Budget	Date	Manager, Savannah River Site	Date
(b) (6)	6/30/15	(b) (6)	29 June 2015
Deputy Assistant Secretary, Human Capital & Corporate Services	Date	Manager, EM Los Alamos Field Office	Date

**SECTION J – ATTACHMENT F**

**QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

WIPP Transportation Services 2017 Procurement

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## **QUALITY ASSURANCE SURVEILLANCE PLAN (QASP)**

### **1 INTRODUCTION**

This Quality Assurance Surveillance Plan (QASP) is pursuant to requirements listed in DE-SOL-0009438, Section C, Performance Work Statement (PWS) entitled WIPP Transportation Services 2017. This plan sets forth procedures and guidelines the Department of Energy (DOE) Carlsbad Field Office (CBFO) will use to ensure the Contractor achieves requisite performance standards. The Government may monitor other work under this contract or take other contractual remedies as necessary.

#### **1.1 Purpose**

- 1.1.1 This QASP describes procedures that DOE will use to monitor and evaluate Contractor performance. The QASP focuses on examining the Contractor's service results and not the underlying processes to produce them. DOE intends for the QASP to be a tool which guides reviewers in assessing Contractor performance. In some cases, DOE will use specific metrics to measure Contractor performance; in other cases subjective judgment and evaluation by DOE personnel will be the determining criteria. This plan describes the methodology to conduct both quantitative and qualitative evaluation of Contractor performance under the contract.
- 1.1.2 The QASP provides a means to evaluate whether the Contractor meets performance standards/quality levels per the PWS and the Contractor's Quality Assurance (QA) plan (Section C.4.5), and to ensure that Government pays only for the level of service it receives.

#### **1.2 Performance Management Approach**

- 1.2.1 This QASP will define DOE-CBFO's approach to Contractor performance management to ensure achievement of expected outcomes or performance objectives in the PWS. Performance management rests on developing a capability to review and analyze information generated through performance assessment. The ability to base decisions on the analysis of performance data is the cornerstone of performance management; this analysis yields information that indicates whether the Contractor achieves expected outcomes for the project.
- 1.2.2 Performance management represents a significant shift from the more traditional QA concepts in several ways. Performance management focuses on assessing whether the Contractor achieves desired outcomes and to what extent. This approach migrates away from scrutiny of compliance with the processes and practices used to achieve the outcome. A performance-based approach enables the Contractor to play a large role in how it performs work, as long as the proposed processes are within stated constraints. The only exceptions to process reviews are those required by law (federal, state, and local) and compelling business situations, such as safety and health. A "results" focus provides the Contractor flexibility to continuously improve and innovate over the course

of the contract as long as the Contractor achieves expected critical outcomes and/or meets desired performance levels.

### **1.3 Performance Management Strategy**

1.3.1 The Contractor is responsible for the quality of all work it performs. The Contractor measures that quality through the Contractor's QA Plan [Section C.4.5]. The Contractor's QA Plan sets forth staffing and procedures for self-inspecting quality, timeliness, responsiveness, customer satisfaction, and other performance requirements in the PWS. This QASP outlines the roles, responsibilities, and surveillance methodologies that the Government will undertake to ensure that the Contractor complies with its Quality Assurance Plan.

1.3.2 Government representative(s) will monitor performance and review performance reports the Contractor furnishes to determine how the Contractor is performing against contractual performance objectives. The Contractor will be responsible for making changes in processes and practices to ensure effective performance management.

### **1.4 QASP Relation to the Quality Assurance Program**

The Contractor's QA Plan [Section C.4.5] is a requirement that the Contractor will submit to DOE no later than 30 days after award. This QA plan, at a minimum, must comply with the CBFO QA Program Document (QAPD DOE/CBFO-94-1012) and DOT requirements. CBFO's QA document further outlines that participant organizations responsible for waste transportation shall implement a program of surveillance and audits to verify compliance, adequacy and effectiveness of the QA program. DOE will collaborate with the Contractor to schedule an annual audit of transportation activities at its facility.

While the Contractor's QA Plan describes how the Contractor will ensure quality and timeliness of services, as defined in the PWS, the QASP represents the way in which DOE will evaluate Contractor performance. DOE expects that implementation of Contractor QA Plan requirements will be sufficient for meeting the Performance Requirements Summary (PRS) per Attachment 1. The Contractor's QA Plan and the QASP should be complementary programs that help ensure successful Contractor performance.

### **1.5 Revisions to the QASP**

The QASP is a tool for use in Government administration of the contract and remains subject to revision at any time by the Government throughout the contract performance period. Revisions to this surveillance plan are the responsibility of the Contracting Officer (CO) or designee. The Government may make changes to the QASP, via a bilateral modification to the contract.

## **2 ROLES AND RESPONSIBILITIES**

The purpose of the QASP is to ensure that the Government receives satisfactory services from the Contractor and to ensure that the Contractor meets its contractual obligation to DOE. Roles and responsibilities of Contractor and Government stakeholders are below.

## **2.1 Contractor Responsibility**

The Contractor is responsible for delivering services in accordance with the contract. The Contractor is responsible for implementing its QA plan (C.4.5), which is required in the contract, as a deliverable in Section J, Attachment B. The QA plan describes the Contractor's methods for ensuring all products and services it provides under the contract meet established performance standards and Acceptable Quality Level (AQL) s. The Contractor is responsible for producing, maintaining, and providing for audit quality assurance/control documents, reports, and all records associated with the investigation and resolution of performance issues Government identifies.

## **2.2 Government Responsibility**

This section of the QASP briefly defines the duties and responsibilities of key Government personnel involved in contract administration and quality assurance. The key personnel who will be responsible for QASP input are the Contracting Officer (CO) and the Contracting Officer's Representative (COR).

### **2.2.1 Contracting Officer (CO)**

The CO has overall responsibility for ensuring performance of all necessary actions for effective contracting, ensuring compliance with terms and conditions of the contract, and safeguarding the interests of the US Government.

- CO has the authority to administer the contract but may delegate many of the day-to-day contract administration duties to the COR.
- CO is the ONLY US Government official with authority to:
  - Negotiate and issue contract modifications
  - Resolve Contractor claims and disputes
  - Issue cure notices (notification that unless Contractor corrects unacceptable performance, Government may terminate the contract for default in accordance with FAR 49.607)
  - Issue show-cause letters (following a cure notice, requesting facts bearing on the case)
  - Terminate the contract
  - Conduct contract close-out functions.
- CO is responsible for monitoring contract compliance, contract administration and cost control.
- CO is responsible for resolving any differences between the observations documented by the COR and the Contractor.
- CO will designate one COR as the Government authority for performance management. The number of additional representatives serving as technical inspectors depends on the complexity of the services measured, as well as the Contractor's performance, and representatives must be identified and designated by the CO.

### **2.2.2 The Contracting Officer's Representative (COR)**



The COR is a federal employee the CO designates by name and/or position to act as a liaison between the Government and the Contractor on all issues pertinent to the daily operation of the contract. The COR represents the CO and, therefore, is the Contractor's initial point-of-contact with the Government.

- COR executes his/her duties in accordance within the scope and limitations in their written appointment letter.
- COR does NOT have authority to make any contractual commitments or to authorize any contractual changes on the Government's behalf. Contractor shall refer any changes that may affect contract price, terms, or conditions to the CO for action.
- COR will assist the CO in preparing and negotiating contract modifications.
- COR will inform the Contractor of problems and recommend to the CO that adverse contractual actions are appropriate (e.g., cure notice) if the Contractor fails to correct the problem.
- COR is responsible for technical administration of the project and ensures proper Government surveillance of the Contractor's performance.
- COR will have responsibility for completing QA monitoring forms used to document inspection and evaluation of the Contractor's work performance. Government surveillance may occur under the inspection of services clause for any service relating to the contract or under the inspection of supplies clause for any fixed price supplies relating to the contract.
- COR will verify acceptance of services and validate invoices for payment.

### **3 PERFORMANCE DESCRIPTION**

The PWS and PRS, Attachment 1 to this document, outline requisite performance standards and/or quality levels. If the Contractor meets requisite performance levels, the Contractor will be paid the firm fixed price amounts specified in paragraph (b) of Section B.3 of the contract for basic transportation services per scheduled contract intervals and the firm fixed unit price amounts specified in paragraph (c) of Section B.3 of the contract for additional transportation services per scheduled task order intervals. Failure to meet the performance level or maintain contract ordered services will result in deductions from the fixed price amounts specified in paragraph (b) of Section B.3 of the contract or the firm fixed unit price amounts specified in paragraph (c) of Section B.3 of the contract.

The Government will monitor performance of the Contractor through various surveillance methods within Section 4: Methodologies to Monitor Performance and Quality Assurance. The Government will evaluate performance data to assess the Contractor performance against contract requirements.

#### **3.1 Performance Standards and Acceptable Quality Levels (AQL)**

The PRS provides a performance standard and an AQL for select activities in the PWS. A performance standard describes a required element of Contractor performance. An AQL defines the level of performance that is deemed satisfactory.

The contract requires the Contractor to perform all work as specified. "Defects" are any inaccuracies or omissions in services by the Contractor. The Contractor is responsible for all

identified defects, and DOE may require the Contractor to re-perform the work at no increase to the fixed price.

AQLs take into account that in some instances an allowable level of deficiency (deviation) is possible while overall performance continues to meet DOE's desired level of service. AQLs define the level or number of performance deficiencies tolerable under this contract. They take into account the difference between an occasional defect and a gross number of defects. AQLs can be expressed as a percentage of or as an absolute number (e.g., three per month). There may be instances where 100 percent compliance is necessary, and no deviation is acceptable (e.g., safety elements).

AQLs included in Attachment 1, PRS Table, for Contractor performance are structured to allow the Contractor to manage how it performs work while providing negative incentives for performance shortfalls. If the quality level does not meet or exceed the AQL in the PRS, the Government will consider the Contractor's performance unsatisfactory. Failure to consistently provide adequate quality services can result in termination for default.

A contract requirement can consist of several subtasks. The Government may determine that a contract requirement is partially complete if the Contractor satisfactorily completes some, but not all, of the work requirements. In those cases, deductions may still be taken from the Contractor's invoice. In addition to all of the rights the Government may have, the Government may make deductions for work that is partially complete.

### **3.2 Non-performance**

Non-performance occurs when the Contractor's performance does not meet the AQL for a given requirement. Requirements may contain multiple performance elements; therefore, deficiencies may occur in one or more aspects of performance (e.g., timeliness, accuracy, completeness) or subject areas of effort.

When surveillance indicates that the Contractor's service output is not in compliance with contract requirements, the COR must determine whether the Contractor or Government caused the deficiency. If the cause of the defect rests with the Government, corrective action must be taken through Government channels. If the cause of the defect is due to action or inaction by the Contractor, the Contractor is responsible for correction of the problem at no increase to the fixed price.

The CO may deduct all amounts (per the PRS or other provisions of this contract) associated with such non-performed work from the Contractor's invoice. The CO may afford the Contractor an opportunity (subject to CO discretion) to accomplish non-performed work within a reasonable period.

## **4 METHODOLOGIES TO MONITOR PERFORMANCE AND QUALITY ASSURANCE**

Surveillance methods within the QA process are tools the Government uses to monitor Contractor services. The best means of determining whether the Contractor has met all contract requirements is to inspect the Contractor's service and analyze the results. Further, documented

inspection results are an effective tool in contract administration. Inspections either confirm the Contractor's successful achievement of all performance requirements or highlight areas where defects exist and improvements are necessary. In an effort to minimize the performance management burden, the Government will use simplified surveillance methods to evaluate Contractor performance when appropriate. The primary methods of surveillance are: file reviews, periodic inspections, random observations, DOE surveillance, DOE audits, customer feedback, and State DOT reviews.

The Government may reduce the number of inspections in those instances where the Contractor establishes a record of good performance. In cases of poor performance, DOE may increase the level of surveillance and focus on known problem areas. In either case, Government will document the reasons for the change in surveillance.

## **5 ANALYSIS OF QUALITY ASSURANCE ASSESSMENT**

### **5.1 Determining Performance**

The Government will use various monitoring methods to determine whether the Contractor has met performance standards. If the Contractor has not met performance requirements, the Government may ask the Contractor to develop a corrective action plan in accordance with contract section C.4.5.10 to show how and by what date it intends to increase performance up to requisite levels. Failure to meet the AQL for a given performance standard may result in a deduction from the invoiced payment amount using deductions shown in Attachment 1.

### **5.2 Reporting**

The Government will report its QA surveillance using the annual CBFO QA audit report and the monitoring forms in Attachment 2. The audit report and forms, when complete, will document the Government's assessment of Contractor performance under the contract. The CO and COR will retain a copy of all completed audit/surveillance forms.

- 5.2.1 The Government will document all work activities it observes to include both acceptable performance and non-performance. Thorough documentation of unperformed or poorly performed work is essential for tracking Contractor performance throughout the period of performance. The COR will document deficient work by compiling facts describing the inspection methods and results. A sample documentation reporting form is provided in Attachment 2: Sampling Guide/Quality Assurance Monitoring Forms/Inspection Checklist. The COR shall develop documentation to substantiate non-conformance with the contract and shall further decide whether to elevate the problem to the CO for corrective action.
- 5.2.2 The COR will prepare a written report (typically quarterly) for the CO which summarizes overall results of the quality assurance surveillances. This written report, which includes the Contractor's submitted monthly reports and the completed quality assurance monitoring forms (Attachment 2), will become part of the QA documentation and will enable the Government to demonstrate whether the Contractor is meeting stated objectives and/or performance standards, including cost/technical/scheduling objectives.

### **5.3 Reviews and Resolution**

5.3.1 Upon completion of inspections, the COR will perform an analysis of the Contractor's performance. An independent oversight group with subject matter knowledge in the respective field may also perform the analysis (Currently utilize the Carlsbad Technical Assistance Contractor (CTAC)). The purpose of the analysis is to ensure that DOE is receiving high-quality services from the Contractor. The COR will review the results of the Contractor rating, and characterize the Contractor's overall performance. Analysis of all types of contract monitoring will result in one of the following outcomes: satisfactory performance, marginal performance, or unsatisfactory performance.

5.3.2 Satisfactory Performance:

The Contractor's performance is satisfactory when it meets AQLs and deficiencies are correctable without adverse impact to mission accomplishment or activities. Any deficiencies are identified and corrected immediately (within the timeframe specified by DOE) by the Contractor.

5.3.3 Marginal Performance:

The Contractor's performance is marginal when assessment of tasks and sub-tasks reflect a potentially serious problem for which the Contractor has not yet identified corrective actions, or its proposed corrective actions appear only marginally effective or were not fully implemented.

5.3.4 Unsatisfactory Performance:

The Contractor's performance is unsatisfactory when performance for any service does not meet the AQL. The following responses are available to the COR and CO regarding that task/subtask:

- CO and/or COR meet with the Contractor to discuss discrepancies, trends, complaints, and intended corrective measures;
- COR increases the level of surveillance until the Contractor demonstrates acceptable performance over a period of time;
- COR issues a contract discrepancy report for each service that does not meet its AQL;
- Should deficiencies be significant and affect multiple requirements, CO action such as a 'Cure' notice may be appropriate.
- CO may deduct all amounts (per PRS or other provisions of this contract) associated with such non-performed work from Contractor's invoice. CO may afford Contractor an opportunity (subject to CO discretion) to accomplish non-performed work within a reasonable period.
- CO may employ Government personnel or other means (e.g., reducing the price under this contract to fund another Contractor) to perform the services.

### 5.3.5 Remedial Action:

The Federal Acquisition Regulation (FAR) allows for remedies in the event that the Contractor fails to perform the requisite services. The FAR regulations cited in the contract include the following:

<b>FAR Reference</b>	<b>Title</b>
52.246-2	Inspection of Supplies - Fixed-Price (AUG 1996)
52.246-4	Inspection of Services - Fixed-Price (AUG 1996)
52.246-5	Inspection of Services - Cost-Reimbursement (APR 1984)
52.246-14	Inspection of Transportation (APR 1984)
52.246-16	Responsibility for Supplies (APR 1984)

The Government may require the Contractor to correct services that did not meet contractual requirements. If the Contractor fails to perform requisite corrective actions in a timely manner (as defined by the DOE), the Government may (i) reduce the fixed price from any amounts paid or due under the contract; or (ii) terminate the contract for default.

- 5.3.6 Should the Government elect to afford the Contractor an opportunity to perform re-work, the CO may, at its sole discretion, elect not to take further action if: (1) the Contractor is working in good faith with the Government to correct the problem(s) in the future; and (2) the Contractor does not have a repetitive trend of non-performance and unsatisfactory work for the same requirements.
- 5.3.7 The CO must coordinate and communicate with the Contractor to resolve issues and concerns regarding marginal or unacceptable performance. The CO will give the Contractor written or verbal notice (followed up with a written notice) of deficiencies prior to deducting for non-performance or unsatisfactory work.

## 6 PERFORMANCE REQUIREMENTS SUMMARY

The Performance Requirements Summary (PRS) table summarizes specific work scope that the Contractor performs under this contract. The PRS associates each performance requirement with each contract requirement and includes:

### 6.1 Requisite Service.

Column 1 of the PRS identifies requisite services for evaluation.

### 6.2 Performance Standard.

Column 2 of the PRS identifies the performance standard for each requisite service. The column also provides a narrative summary of the expected service level for each requirement.

### 6.3 Acceptable Quality Level (AQL).

Column 3 of the PRS identifies the AQL for each performance standard. AQL is the quality of performance which, when not met, indicates that the Contractor's quality of performance/services is unsatisfactory. AQL when expressed as a percentage represents the percentage of inspected items that must be acceptable to meet the AQL. It does not represent the percentage of items that the Government inspects.

#### **6.4 Methods of Surveillance.**

Column 4 of the PRS identifies methods of surveillance for each requisite service. The surveillance method describes how Government will evaluate the AQL (e.g., reviews, periodic inspections, random observations, surveillances, customer feedback, or audits)

#### **6.5 Deductions.**

Column 5 of the PRS identifies the deduction for each requisite service. The deduction represents a monetary reduction for not meeting the AQL, either as a percentage of the line item cost or flat deduction.

In accordance with FAR 52.246-2, Inspection of Supplies – Fixed Price, the Government has the right either to reject or to require correction of nonconforming supplies. In addition, in accordance with FAR 52.246-4, Inspection of Services – Fixed Price, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount.

## ATTACHMENT 1: PERFORMANCE REQUIREMENTS SUMMARY

1. Requisite Services (Tasks)	2. Performance Standards	3. Acceptable Quality Levels	4. Methods of Surveillance	5. Deduction
PWS C.3.1.6 Driver Inspections	Contractor shall stop to conduct routine safety inspections of the tractor, trailer, and packaging/packages.	100%; Zero instances of failure to conduct requisite safety inspections.	Review of logbooks, TRANSCOM entries, DOE Audit.	Maximum of \$500 per incident of non-performance.
PWS C.3.1.8 Transit Time and Direct Routes	Contractor shall transport loaded shipments on designated transportation routes.	Zero instances of unauthorized route deviations while transporting loaded shipments.	WIPP Central Monitoring Room (CMR) and TRANSCOM Control Center (TCC) monitoring.	Maximum of \$500 per unauthorized route deviation in addition to driver penalties listed in PWS C.3.5.1.6.
PWS C.3.1.9 Continuous Surveillance Service/Security	Contractor shall provide Continuous Surveillance Service on all loaded TRU waste shipments.	100%; Zero instances of an unattended tractor and/or trailer.	Field reports from Law Enforcement Officials, random surveillance.	Maximum of \$500 dollars per incident of non-performance in addition to driver penalties listed in PWS C.3.5.1.6.
PWS C.3.2 Terminal Services	Contractor shall operate and maintain a terminal and maintenance facility within the Greater Carlsbad, New Mexico area (10 mile perimeter of Carlsbad).	100%; Contractor must continuously provide all terminal services per C.3.2.	Observation, periodic inspection, DOE audit.	Maximum of \$20,000 dollars per invoice period for non-compliance
Contract Section B.3 and PWS C.3.3	Contractor shall provide and maintain the contract ordered	100%; Contractor must continuously	Observation, periodic inspection, DOE audit.	Deduction will be calculated from the applicable ordering period

<b>1. Requisite Services (Tasks)</b>	<b>2. Performance Standards</b>	<b>3. Acceptable Quality Levels</b>	<b>4. Methods of Surveillance</b>	<b>5. Deduction</b>
Basic and if applicable Additional Tractor Services	Basic and if applicable additional number of dedicated tractors	provide all ordered services per B.3, C.3.3.		FFP/FFUP for the specified months in contract section B.3(c). The calculation will reflect the amount for the time period of non-compliance (pro-rated within each invoicing period).
Contract Section B.3 and PWS C.3.4 Maintenance Services	Contractor shall provide the contract ordered Basic and if applicable additional number of trailer maintenance services.	100%; Contractor must continuously provide all ordered services per B.3, C.3.4.	Observation, periodic records inspection, DOE audit.	Deduction will be calculated from the applicable ordering period FFP/FFUP for the specified months in contract section B.3(c). The calculation will reflect the amount for the time period of non-compliance (pro-rated within each invoicing period).
Contract Section C.3.4.1.9	Hours of “downtime” for equipment shall not exceed 1%	99%; Contractor must make the tractor and/or trailer (equipment) available to make and/or complete a shipment in a month.	DOE review of monthly summary reports	A basis for the issuance of a cure notice and/or termination for default and/or any other action the Department determines to be necessary
Contract Section B.3 and PWS C.3.5	Contractor shall provide the contract ordered-Basic and if	100%; Contractor must	Observation, periodic records inspection,	Deduction will be calculated from the applicable



1. Requisite Services (Tasks)	2. Performance Standards	3. Acceptable Quality Levels	4. Methods of Surveillance	5. Deduction
Driver Services	applicable additional number of drivers services that meet all applicable DOT and CBFO driver requirements.	continuously provide all ordered services per B.3, C.3.5.	CBFO Qualified Drivers List, DOE audit.	ordering period FFUP for the 12 month ordering period, specified in contract section B.3(c). The calculation will reflect the amount for the time period of non-compliance (pro-rated within each invoicing period). (i.e. if the Contractor is not able to fill one driver position for one month (in a 12-month period), payment to the Contractor will be reduced by 1/12 of the specified FFP/FFUP in Section B.3(c), under the Additional Driver Services (for the entire team).
PWS C.4.1 Transportation Management Plan	Contractor shall submit a transportation management plan detailing operational process to fulfill PWS requirements.	100%; Plan is in accordance with PWS and Section J – Attachment B.	Documentation review, DOE audit.	\$500 for each documented instance when a report is submitted after the scheduled due date, or is not technically accurate and complete; however, CO has discretion to administer the corrective

<b>1. Requisite Services (Tasks)</b>	<b>2. Performance Standards</b>	<b>3. Acceptable Quality Levels</b>	<b>4. Methods of Surveillance</b>	<b>5. Deduction</b>
				measure.
PWS C.4.3 Transition Plan	Contractor shall submit a Transition plan from award date to assumption of contract responsibilities.	100%; Plan is in accordance with PWS and Section J – Attachment B	Documentation review, DOE audit.	\$500 for each documented instance when a report is submitted after the scheduled due date, or is not technically accurate and complete; however, CO has discretion to administer the corrective measure.
PWS C.4.4 Security Plan	Contractor shall submit a security plan that meets CBFO and DOT requirements covering transportation and support facilities.	100%; Plan is in accordance with PWS and Section J, Attachment B.	Documentation review, DOE audit.	\$500 for each documented instance when a report is submitted after the scheduled due date, or is not technically accurate and complete; however, CO has discretion to administer the corrective measure.
PWS C.4.5 Quality Assurance Plan	Contractor shall submit a Quality Assurance plan that complies with the CBFO QA Program Document and DOT requirement.	100%; Plan is in accordance with PWS and Section J, Attachment B.	Documentation review, DOE audit.	\$500 for each documented instance when a report is submitted after the scheduled due date, or is not technically accurate and complete; however, CO has

1. Requisite Services (Tasks)	2. Performance Standards	3. Acceptable Quality Levels	4. Methods of Surveillance	5. Deduction
				discretion to administer the corrective measure.
PWS C.4.6 ISMS	Contractor shall submit an ISMS graded approach description that meets CBFO, DOE P 450.4A and DEAR Clause 48-CFR 970.5223-1 requirements.	100%; Plan is in accordance with PWS and Section J, Attachment B	Documentation review, DOE audit.	\$500 for each documented instance when a report is submitted after the scheduled due date, or is not technically accurate and complete; however, CO has discretion to administer the corrective measure.
PWS C.3.1.7, C.3.4.1.5 & FAR 52.245-1 Reporting	Contractor shall submit monthly reports for State/Tribal Agency Inspections and Equipment Downtime. Contractor shall submit annual reports for State/Tribal Inspections and Government Furnished Property.	100%; Reports are in accordance with PWS and Section J, Attachment B	Observation, documentation review and surveillance.	\$500 for each documented instance when a report is submitted after the scheduled due date, or is not technically accurate and complete; however, CO has discretion to administer the corrective measure.

**ATTACHMENT 2: SAMPLING GUIDE/QUALITY ASSURANCE MONITORING  
FORMS/INSPECTION CHECKLIST**

**SERVICE or STANDARD:** \_\_\_\_\_

\_\_\_\_\_

**SURVEY PERIOD:** \_\_\_\_\_

**SURVEILLANCE METHOD:** \_\_\_\_\_

**LEVEL OF SURVEILLANCE (Check):**

☐ Monthly      ☐ Quarterly      ☐ As needed

**PERCENTAGE OF ITEMS SAMPLED DURING SURVEY PERIOD:** \_\_\_\_\_ %

**ANALYSIS OF RESULTS:**

NOTE: **S** = Satisfactory Performance    **M** = Marginal Performance    **U** = Unsatisfactory  
Performance    **N/A** = Not Applicable

	<b>Performance:</b> Satisfactory (S), Marginal (M), Unsatisfactory (U), Not Applicable (N/A)		
<b>PRS Requirements</b>	<b>Timeliness</b>	<b>Quality of Work</b>	<b>Notes</b>
<b>Overall Rating Of Inspection (S, M, U, or N/A)</b>			

**Narrative of Performance during Survey Period:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PREPARED BY:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**CONTRACTOR SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_