

1. CONTACT NUMBER: DE-EM0001819  
 2. EFFECTIVE DATE: 01/13/2012  
 3. SOLICITATION NUMBER: DE-SOL-0002446  
 4. REQUISITION/PROJECT NUMBER: 12EM000735

5. ISSUED BY: EMCBC  
 U.S. Department of Energy  
 EM Consolidated Business Center  
 250 E. 5th Street, Suite 500  
 Cincinnati, OH 45202  
 CODE: 03001

6. ADMINISTERED BY (If other than Item 5): U.S. Department of Energy  
 Carlsbad Field Office  
 4021 National Parks Highway  
 P.O. Box 3090  
 Carlsbad, NM 88221  
 CODE: [ ]

7. NAME AND ADDRESS OF CONTRACTOR: CAST Specialty Transportation, Inc.  
 Attn: Richard Eshe  
 9850 Havana Street  
 Henderson, CO 80640-8443  
 CODE: [ ]

8. PAYMENT WILL BE MADE BY: U.S. Department of Energy  
 Oak Ridge Operations Office  
 Oak Ridge Financial Services Center  
 P.O. Box 4307  
 Oak Ridge, TN 37831

9A. DUNS NUMBER: 138577528  
 9B. TAXPAYER'S IDENTIFICATION NO.: 84-1624522  
 10. SUBMIT INVOICES (4 copies unless otherwise specified) TO:  
 ITEM 5  ITEM 6  ITEM 8  OTHER (Specify) See G.2

**11. TABLE OF CONTENTS**

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

**12. BRIEF DESCRIPTION**  
 Waste Isolation Pilot Plant (WIPP) Transportation Services: The Contractor shall provide all services required including all personnel, facilities, equipment, material, and supplies (except as may be expressly set forth as furnished by the Government) and otherwise do all things necessary for, or incidental to, contract performance by providing the following services for the contract ordering periods at the prices specified in Section B.

The Base Ordering Period for Contract Year 1 is hereby awarded with the following Period of Performance: 01/13/2012 to 01/12/2013 and a total maximum extended price of \$21,161,834 (if all maximum quantities are ordered).

13. TOTAL AMOUNT OF CONTRACT: 21161834

14. CONTRACTOR'S AGREEMENT. Contractor agrees to furnish and deliver the items or perform services to the extent stated in this document for the consideration stated. The rights and obligations of the parties to this contract shall be subject to and governed by this document and any documents attached or incorporated by reference.

A. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN FOUR COPIES TO THE ISSUING OFFICE. (Check if applicable)

B. SIGNATURE OF PERSON AUTHORIZED TO SIGN: [Signature deleted per OMB M-06-15]

C. NAME OF SIGNER: [Redacted]

D. TITLE OF SIGNER: B. NAME OF CONTRACTING OFFICER: Lori A. Sehlhorst

E. DATE: C. DATE: 01/09/2012

## Table of Contents

SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS.....	3
SECTION C - DESCRIPTION/SPECIFICATIONS .....	10
SECTION D -PACKAGING AND MARKING .....	34
SECTION E - INSPECTION AND ACCEPTANCE .....	35
SECTION F - DELIVERIES OR PERFORMANCE .....	36
SECTION G - CONTRACT ADMINISTRATION DATA.....	38
SECTION H - SPECIAL CONTRACT REQUIREMENTS .....	40
SECTION I - CONTRACT CLAUSES .....	51
SECTION J - LIST OF ATTACHMENTS .....	77
ATTACHMENT A: GOVERNMENT FURNISHED PROPERTY (GFP) LIST.....	78
ATTACHMENT B: REPORTING REQUIREMENTS CHECKLIST .....	79
ATTACHMENT C.1: WAGE RATE DETERMINATION NUMBER 1996-0223 REVISION 28.....	81
ATTACHMENT C.2: WAGE RATE DETERMINATION NUMBER 2005-2512 REVISION 14.....	85
ATTACHMENT D: OFFICE OF ENVIRONMENTAL MANAGEMENT FY 2011 PERFORMANCE AGREEMENT WITH THE ASSISTANT SECRETARY .....	95

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

**B.1. GENERAL**

**B.1.1. Indefinite Delivery, Indefinite Quantity Contract**

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

**B.1.2. Items Being Acquired/Total Price**

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

Items

- |   |   |
|---|---|
| 1. Base Ordering Period TRU Waste Transportation Services     | (Contract Effective Date – end of base 12 mo. Period)*<br>January 13, 2012 – January 12, 2013     |
| 2. Option Ordering Period 1 TRU Waste Transportation Services | (Option 1 Effective Date – end of Option 1 12 mo. Period)*<br>January 13, 2013 – January 12, 2014 |
| 3. Option Ordering Period 2 TRU Waste Transportation Services | (Option 2 Effective Date – end of Option 2 12 mo. Period)*<br>January 13, 2014 – January 12, 2015 |
| 4. Option Ordering Period 3 TRU Waste Transportation Services | (Option 3 Effective Date – end of Option 3 12 mo. Period)*<br>January 13, 2015 – January 12, 2016 |
| 5. Option Ordering Period 4 TRU Waste Transportation Services | (Option 4 Effective Date – end of Option 4 12 mo. Period)*<br>January 13, 2016 – January 12, 2017 |

\*Contract/Option Period effective and end dates to be inserted at time of contract award.

**B.1.3. Costs**

All costs required to successfully perform the contract are included in the firm fixed prices stated in Section B.2 with the exception of the Cost Reimbursable Line Items B.2.1.3, B.2.2.3, B.2.3.3, B.2.4.3, and B.2.5.3 which will be reimbursed at actual costs with no additional indirect expenses or fee or profit allowed.

**B.1.4. Obligation of Funds/Financial Limitations**

The Government will obligate funding in each Task Order for the cost reimbursable expenses specified in Section B.2, Items B.2.1.3, B.2.2.3, B.2.3.3, B.2.4.3, and B.2.5.3. As stated in Section I clause, FAR 52.232-22, "Limitation of Funds", the maximum liability of the Government for paying cost reimbursable expenses shall not exceed the funding allotted for this purpose. The following shall be inserted in each applicable task order that includes cost-reimbursable expenses:

*Pursuant to the FAR clause 52.232-22, entitled "Limitation of Funds," the total amount of incremental funding allotted to this task order is \$TBD. It is estimated that this amount is sufficient to cover performance through TBD."*

**B.2. PRICING SCHEDULE**

**B.2. PRICING SCHEDULE**

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

**B.2.1.1. BASIC TRANSPORTATION SERVICES – 11 Tractor Teams**

(Consisting of the following sub-items which are not separately priced)

B.2.1.1.1. General Services: Perform general services pursuant to Section C.3.1.

B.2.1.1.2. Terminal Services: Provide, operate and maintain a terminal pursuant to Section C.3.2.

B.2.1.1.3. Tractor Services: Provide, operate and maintain a minimum of 11 Contractor furnished tractors pursuant to Section C.3.3

B.2.1.1.4. Trailer Maintenance Services: Maintain 40 Government furnished trailers pursuant to Section C.3.4 and H.2.

B.2.1.1.5. Driver Services: Provide a minimum of 11 qualified driver teams (2 drivers per team) pursuant to Section C.3.5.

B.2.1.1.6. Data/Reports: Provide data and reports pursuant to Section C.4.

Total Firm Fixed Price for 10 Months of Basic Transportation Services – 11 Tractor Teams: \$ 3,957,624

**B.2.1.2. ADDITIONAL TRANSPORTATION SERVICES FOR BASE PERIOD**

In addition to the above services, the Government may order additional services described in B.2.1.2.1., B.2.1.2.2. and B.2.1.2.3. below for a period of 6 or 10 months as specified in individual Task Orders under the "Ordering Provisions" of the contract at the unit and extended prices specified. The prices stated for the 6 and 10 month periods include the 60 day period described in Section H.10 (e); and any and all activities for or during the 60 day period and the 6 and/or 10 month task order performance periods.

Description	Firm Fixed Unit Price	Task Order Period	Extended Price*
B.2.1.2.1. Additional Tractor Services: Provide, maintain and operate 1 to 19 additional tractors including specialized equipment per Section C.3.3	Exemption 4	6 months	Exemption 4
	Exemption 4	10 months	Exemption 4
B.2.1.2.2. Additional Trailer Maintenance Services: Maintain 1 to 40 additional Government furnished trailers per Section C.3.4	Exemption 4	6 months	Exemption 4
	Exemption 4	10 months	Exemption 4
B.2.1.2.3. Additional Driver Services: Provide 1 to 19 additional driver teams (2 drivers per team) (including driver training and qualification) per Section C.3.5	Exemption 4	6 months	Exemption 4
	Exemption 4	10 months	Exemption 4

\* NOTE: The Firm Fixed Unit Price 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 task order period and the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 10 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g., Firm Fixed Unit Price for one tractor multiplied by 19 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes.

**B.2.1.3. Cost Reimbursable Items**

**Total Estimated Cost**

B.2.1.3.1. Fuel pursuant to Section C.5.1:

B.2.1.3.2. State Use Fees and Permits pursuant to Section C.5.1:

B.2.1.3.3. New Mexico Gross Receipts Tax pursuant to Section C.5.2:

B.2.1.3.4. Driver Per-Diem pursuant to Section C.5.3:

B.2.1.3.5. Safe Driving Bonus pursuant to Section H.16:

B.2.1.3.6. Maintenance of Additional, Unassigned Trailers<sup>1</sup> pursuant to Section C.5.4

Exemption 4

<sup>1</sup> The Maintenance of Additional, Unassigned Trailers does not include the services required in the "Trailer Maintenance Services" Line Items B.2.1.1.4 and B.2.1.2.2.

**B.2.1.4 Contract Transition**

Perform contract transition services pursuant to Section C.3.1.16 Contract Transition.

Total Firm Fixed Price for 60 Day Transition Period: \$ Exemption 4

Fricing of Transition activities shall include a breakout of the Offeror's total Firm Fixed Price for Transition activities, item B.2.1.4, Contract Transition, as follows:

1. B.2.1.4.1 Firm Fixed Price for administrative functions including preparation and submission of all plans and procedures in accordance with PWS Section J.1, Attachment B, "Reporting Requirements Checklist," PWS Section C.3.1.16 and PWS Section C.4.  
Firm Fixed Price: \$ Exemption 4
  
2. B.2.1.4.2 Firm Fixed Price for acquisition of or modification to a terminal during the 60 day Transition Period in accordance with PWS Section C.3.1.16.  
Firm Fixed Price: \$ Exemption 4
  
3. B.2.1.4.3 Firm Fixed price for the acquisition of or modification to tractors during the 60 day Transition Period in accordance with PWS Section C.3.1.16.  
Firm Fixed Price: \$ Exemption 4
  
4. B.2.1.4.4 Firm Fixed price for the hiring and training of drivers during the 60 day Transition Period in accordance with PWS Section C.3.1.16.  
Firm Fixed Price: \$ Exemption 4

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

**B.2.2.1. BASIC TRANSPORTATION SERVICES – 11 Tractor Teams**

(Consisting of the following sub-items which are not separately priced)

**B.2.2.1.1. General Services:** Perform general services pursuant to Section C.3.1.

**B.2.2.1.2. Terminal Services:** Provide, operate and maintain a terminal pursuant to Section C.3.2.

**B.2.2.1.3. Tractor Services:** Provide, operate and maintain a minimum of 11 Contractor furnished tractors pursuant to Section C.3.3.

**B.2.2.1.4. Trailer Maintenance Services:** Maintain 40 Government furnished trailers pursuant to Section C.3.4 and H.9

**B.2.2.1.5. Driver Services:** Provide a minimum of 11 qualified driver teams (2 drivers per team) pursuant to Section C.3.5.

**B.2.2.1.6. Data/Reports:** Provide data and reports pursuant to Section C.4.

Total Firm Fixed Price for 12 Months of Basic Transportation Services – 11 Tractor Teams: \$ 4,890,513

**B.2.2.2. ADDITIONAL TRANSPORTATION SERVICES FOR OPTION PERIOD 1**

In addition to the above services, the Government may order additional services described in B.2.2.2.1, B.2.2.2.2, and B.2.2.2.3, below for a period of 6 or 12 months as specified in individual Task Orders under the "Ordering Provisions" of the contract at the unit and extended prices specified. The prices stated for the 6 and 12 month periods include the 30 day period described in Section H.19 (e) and any and all activities for or during the 30 day period and the 6 and/or 12 month task order performance periods.

Description	Firm Fixed Unit Price	Task Order Period	Extended Price <sup>2</sup>
B.2.2.2.1. Additional Tractor Services: Provide, maintain and operate 1 to 19 additional tractors including specialized equipment per Section C.3.3.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
B.2.2.2.2. Additional Trailer Maintenance Services: Maintain 1 to 40 additional Government furnished trailers per Section C.3.4.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
B.2.2.2.3. Additional Driver Services: Provide 1 to 19 additional driver teams (2 drivers per team) (including driver training and qualification) per Section C.3.5	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4

\* NOTE: The Firm Fixed Unit Price is the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 6 month task order period and the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 12 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g. Firm Fixed Unit Price for one tractor multiplied by 19 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes.

**B.2.2.3. Cost Reimbursable Items**

**Total Estimated Cost**

B.2.2.3.1 Fuel pursuant to Section C.5.1:

B.2.2.3.2 State Use Fees and Permits pursuant to Section C.5.1:

B.2.2.3.3 New Mexico Gross Receipts Tax pursuant to Section C.5.1:

B.2.2.3.4 Driver Per-Diem pursuant to Section C.5.3:

B.2.2.3.5 Safe Driving Bonus pursuant to Section H.19:

B.2.2.3.6 Maintenance of Additional, Unassigned Trailers<sup>2</sup> pursuant to Section C.5.4

Exemption 4

<sup>2</sup>The Maintenance of Additional, Unassigned Trailers does not include the services required in the "Trailer Maintenance Services" Line Items B.2.2.1.4 and B.2.2.2.2.

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

**B.2.3.1. BASIC TRANSPORTATION SERVICES – 11 Tractor Teams**

(Consisting of the following sub-items which are not separately priced)

**B.2.3.1.1. General Services:** Perform general services pursuant to Section C.3.1.

**B.2.3.1.2. Terminal Services:** Provide, operate and maintain a terminal pursuant to Section C.3.2.

**B.2.3.1.3. Tractor Services:** Provide, operate and maintain a minimum of 11 Contractor furnished tractors pursuant to Section C.3.3

**B.2.3.1.4. Trailer Maintenance Services:** Maintain 40 Government furnished trailers pursuant to Section C.3.4 and H.2

**B.2.3.1.5. Driver Services:** Provide a minimum of 11 qualified driver teams (2 drivers per team) pursuant to Section C.3.5.

**B.2.3.1.6. Data/Reports:** Provide data and reports pursuant to Section C.4.

Total Firm Fixed Price for 12 Months of Basic Transportation Services – 11 Tractor Teams: \$ 5,051,104

**B.2.3.2. ADDITIONAL TRANSPORTATION SERVICES FOR OPTION PERIOD 2**

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

Description	Firm Fixed Unit Price	Task Order Period	Extended Price <sup>3</sup>
B.2.3.2.1. Additional Tractor Services: Provide, maintain and operate 1 to 19 additional tractors including specialized equipment per Section C.3.3	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
B.2.3.2.2. Additional Trailer Maintenance Services: Maintain 1 to 40 additional Government furnished trailers per Section C.3.4	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
B.2.3.2.3. Additional Driver Services: Provide 1 to 19 additional driver teams (2 drivers per team) (including driver training and qualification) per Section C.3.5	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4

*\* NOTE: The Firm Fixed Unit Price is the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 6 month task order period and the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 12 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g., Firm Fixed Unit Price for one tractor multiplied by 19 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes.*

**B.2.3.3. Cost Reimbursable Items**

**Total Estimated Cost**

**B.2.3.3.1. Fuel** pursuant to Section C.5.1:

**B.2.3.3.2. State Use Fees and Permits** pursuant to Section C.5.1:

**B.2.3.3.3. New Mexico Gross Receipts Tax** pursuant to Section C.5.1:

**B.2.3.3.4. Driver Per-Diem** pursuant to Section C.5.3:

**B.2.3.3.5. Safe Driving Bonus** pursuant to Section H.18:

**B.2.3.3.6. Maintenance of Additional, Unassigned Trailers<sup>3</sup>** pursuant to Section C.5.4

Exemption 4

<sup>3</sup> The Maintenance of Additional, Unassigned Trailers does not include the services required in the "Trailer Maintenance Services" Line Items B.2.3.1.4 and B.2.3.2.2.

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

**B.2.4.1. BASIC TRANSPORTATION SERVICES – 11 Tractor Teams**

(Consisting of the following sub-items which are not separately priced)

B.2.4.1.1. General Services: Perform general services pursuant to Section C.3.1.

B.2.4.1.2. Terminal Services: Provide, operate and maintain a terminal pursuant to Section C.3.2.

B.2.4.1.3. Tractor Services: Provide, operate and maintain a minimum of 11 Contractor furnished tractors pursuant to Section C.3.3.

B.2.4.1.4. Trailer Maintenance Services: Maintain 40 Government furnished trailers pursuant to Section C.3.4 and H.9.

B.2.4.1.5. Driver Services: Provide a minimum of 11 qualified driver teams (2 drivers per team) pursuant to Section C.3.5.

B.2.4.1.6. Data/Reports: Provide data and reports pursuant to Section C.4.

Total Firm Fixed Price for 12 Months of Basic Transportation Services – 11 Tractor Teams: \$ 5,239,145

**B.2.4.2. ADDITIONAL TRANSPORTATION SERVICES FOR OPTION PERIOD 3**

In addition to the above services, the Government may order additional services described in B.2.4.2.1, B.2.4.2.2, and B.2.4.2.3, below for a period of 6 or 12 months as specified in individual Task Orders under the "Ordering Provisions" of the contract at the unit and extended prices specified. The prices stated for the 6 and 12 month periods include the 60 day period described in Section H.10 (e) and any and all activities for or during the 60 day period and the 6 and/or 12 month task order performance periods.

Description	Firm Fixed Unit Price	Task Order Period	Extended Price*
B.2.4.2.1. Additional Tractor Services: Provide, maintain and operate 1 to 19 additional tractors including specialized equipment per Section C.3.3.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
B.2.4.2.2. Additional Trailer Maintenance Services: Maintain 1 to 40 additional Government furnished trailers per Section C.3.4.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
B.2.4.2.3. Additional Driver Services: Provide 1 to 19 additional driver teams (2 drivers per team) including driver training and qualification per Section C.3.5.	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4

\* NOTE: The Firm Fixed Unit Price is the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 6 month task order period and the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 12 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g., Firm Fixed Unit Price for one tractor multiplied by 19 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes.

**B.2.4.3. Cost Reimbursable Items**

**Total Estimated Cost**

B.2.4.3.1 Fuel pursuant to Section C.5.1;

B.2.4.3.2 State Use Fees and Permits pursuant to Section C.5.1;

B.2.4.3.3 New Mexico Gross Receipts Tax pursuant to Section C.5.2;

B.2.4.3.4 Driver Per-Diem pursuant to Section C.5.3;

B.2.4.3.5 Safe Driving Bonus pursuant to Section H.10;

B.2.4.3.6 Maintenance of Additional, Unassigned Trailers<sup>4</sup> pursuant to Section C.5.4

Exemption 4

<sup>4</sup> The Maintenance of Additional, Unassigned Trailers does not include the services required in the "Trailer Maintenance Services" Line Items B.2.4.1.4 and B.2.4.2.2.

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

**B.2.5.1. BASIC TRANSPORTATION SERVICES – 11 Tractor Teams**

(Consisting of the following sub-items which are not separately priced)

**B.2.5.1.1. General Services:** Perform general services pursuant to Section C.3.1.

**B.2.5.1.2. Terminal Services:** Provide, operate and maintain a terminal pursuant to Section C.3.2.

**B.2.5.1.3. Tractor Services:** Provide, operate and maintain a minimum of 11 Contractor furnished tractors pursuant to Section C.3.3.

**B.2.5.1.4. Trailer Maintenance Services:** Maintain 40 Government furnished trailers pursuant to Section C.3.4 and H.9.

**B.2.5.1.5. Driver Services:** Provide a minimum of 11 qualified driver teams (2 drivers per team) pursuant to Section C.3.5

**B.2.5.1.6. Data/Reports:** Provide data and reports pursuant to Section C.4.

Total Firm Fixed Price for 12 Months of Basic Transportation Services – 11 Tractor Teams: \$ 5,353,699

**B.2.5.2. ADDITIONAL TRANSPORTATION SERVICES FOR OPTION PERIOD 4**

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

Description	Firm Fixed Unit Price	Task Order Period	Extended Price*
<b>B.2.5.2.1. Additional Tractor Services:</b> Provide maintain and operate 1 to 12 additional tractors including specialized equipment per Section C.3.3	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
<b>B.2.5.2.2. Additional Trailer Maintenance Services:</b> Maintain 1 to 40 additional Government furnished trailers per Section C.3.4	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4
<b>B.2.5.2.3. Additional Driver Services:</b> Provide 1 to 19 additional driver teams (2 drivers per team) including driver training and qualification; per Section C.3.5	Exemption 4	6 months	Exemption 4
	Exemption 4	12 months	Exemption 4

\* NOTE: The Firm Fixed Unit Price is the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 6 month task order period and the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 12 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g., Firm Fixed Unit Price for one tractor multiplied by 19 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes.

**B.2.5.3. Cost Reimbursable Items**

**Total Estimated Cost**

**B.2.5.3.1. Fuel** pursuant to Section C.5.1.

**B.2.5.3.2. State Use Fees and Permits** pursuant to Section C.5.1.

**B.2.5.3.3. New Mexico Gross Receipts Tax** pursuant to Section C.5.2.

**B.2.5.3.4. Driver Per-Diem** pursuant to Section C.5.3.

**B.2.5.3.5. Safe Driving Bonus** pursuant to Section H.18

**B.2.5.3.6. Maintenance of Additional, Unassigned Trailers<sup>9</sup>** pursuant to Section C.5.4

Exemption 4

<sup>9</sup> The Maintenance of Additional, Unassigned Trailers does not include the services required in the "Trailer Maintenance Services" Line Items B.2.5.1.4 and B.2.5.2.2.

**SECTION C – DESCRIPTION/SPECIFICATIONS**

**Performance Work Statement  
for  
Transportation Service for Waste Isolation Pilot Plant (WIPP)  
in support of the  
U. S. Department of Energy (DOE)  
Carlsbad Field Office (CBFO)**

**1. SCOPE**

1.1. This effort is for the transport of contact-handled (CH) and remote-handled (RH) transuranic (TRU) wastes. The contract effort requires providing facilities, personnel, and equipment to provide a local terminal and transportation and maintenance services. Contractor-provided equipment will include tractors and necessary support equipment listed in 3.3. The Government will assign the number of trailers specified in Section B in each individual task order as Government Furnished Property (GFP) for hauling Contact Handled (CH) and Remote Handled (RH) Transuranic Waste before shipments are initiated under the contract.

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

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

**2. BACKGROUND**

2.1 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. In order to continue and build upon the momentum of the first 20 years of the EM program, and within the broader context and in support of Administration and Departmental policies, strategies, and initiatives, EM has developed the "Roadmap for EM's Journey to Excellence" (Rev. 0, December 16, 2010). That document builds upon and integrates DOE Management Principles, EM Core Values, EM Priorities, EM's vision, and EM's mission by establishing four programmatic and three management-related goals, as follows:

**Programmatic Goals**

Goal 1: Complete the three major tank waste treatment construction projects within the approved baselines

Goal 2: Reduce the life-cycle costs and accelerate the cleanup of the Cold War environmental legacy

Goal 3: Complete disposition of 90 percent of the legacy transuranic waste by the end of 2015

Goal 4: Reduce the EM legacy footprint by 40 percent by the end of 2011, leading to approximately 90 percent reduction by 2015

**Management Goals**

Goal 5: Improve safety, security, and quality assurance towards a goal of zero accidents, incidents, and defects

Goal 6: Improve contract and project management with the objective of delivering results on time and within cost

Goal 7: Achieve excellence in management and leadership, making EM one of the best places to work in the Federal government

In the performance of this contract, the Contractor shall support and implement actions in furtherance of the "Roadmap for EM's Journey to Excellence" and achievement of the above goals. Goals 2 through 5 have direct relevance to this

contract in that the reduction of the EM legacy footprint is not possible without achievement of the transportation component as all Transuranic Waste is transported by commercial motor vehicle. Contract-specific actions will be established, monitored, evaluated and verified in accordance with the terms and conditions of this contract. For information purposes only, the "Office of Environmental Management FY 2011 Performance Agreement with the Assistant Secretary" is included with this contract at Section J, Attachment D which provides more background regarding the EM Journey to Excellence.

2.2. 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 8,700 CH-TRU, over 440 RH-TRU and over 100 intersite TRU waste shipments.

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 packagings. 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; or four 85-gallon drums. TRUPACT-III was developed to transport large boxes, which may result in overweight shipments. Overweight shipments require state permits prior to dispatch. During this contract period there will be 6 TRUPACT-IIIs and trailers.

2.4. RH-TRU waste, which meets the WIPP WAC, is transported in the RH-72B cask or the 10-160B cask. DOE has 12 RH-72B NRC certified casks and trailers. DOE owns one 10-160B cask and trailer. The 10-160B is an overweight cask that can hold up to ten 55-gallon waste drums, which is an overweight shipment. One cask at a time will be transported on a Government furnished trailer. The RH-72B is designed to hold one RH canister. The canister can be directly loaded with waste, three 55-gallon drums of waste, or three 30-gallon cans of waste. RH-TRU waste shipments began in 2007.

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

### **3. TRANSPORTATION SERVICES**

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

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

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

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

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

### 3.1.3. Generator Site Operations

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

- Site security check-in and badging
- Security inspections
- Site radiation surveys
- Trailer movements on site as required
- Shipping papers review and acceptance
- Transporting trailers assigned to other carriers as directed
- Commercial Vehicle Safety Alliance (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

### 3.1.4. Training Exercises and Public Awareness Events

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

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

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

### 3.1.5. Dual Driver Service

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

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

### 3.1.6. Driver Inspections

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

corrective actions.

### 3.1.7. State/Tribal Agency Inspections

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

### 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 time, which shall include time for driver and state inspections. On-time delivery of any movement of TRU waste is essential to the compliant and efficient operation of the TRU waste transportation and disposal system. The states have established transportation routes with CBFO concurrence. Any stoppage or deviation from the specified highway transportation routes or schedule shall be coordinated with WIPP CMR before it occurs (unless directions from law enforcement do not allow for prior notification).

### 3.1.9. Continuous Surveillance Service/Security

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

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

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

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

### 3.1.10. Vehicle Communications and Tracking System

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

3.1.10.2. All movement of tractors performing work under this contract shall be tracked by TRANSCOM 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 only unit that CBFO is aware of that is compatible with TRANSCOM is the Qualcomm MCP-200 unit or a unit with equivalent or better technical specifications as approved by the Contracting Officer.

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.

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

### 3.1.11. Hazardous Materials Communication

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

#### 3.1.12. DOE Issued Security Clearances

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

#### 3.1.13. Safety

##### 3.1.13.1. Incident Response Capability

In case of an incident during contract performance, drivers shall follow emergency procedures contained in the 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 the restoration of the incident or accident site in the event of a radiological or hazardous waste incident/accident that occurred during the contractor's performance of the transportation services under this contract. The contractor is responsible for having the appropriate personnel or subcontractors respond to and remediate or restore the incident site and/or accident site in the appropriate or required timeframe. However, in no event shall such response time be more than 24 hours after the occurrence of the incident or accident, including timeframes required by law enforcement officials. The Contractor shall describe its approach to meeting the above requirements in the Contractor's Transportation Management Plan. This approach shall include the plans and/or methods and personnel and subcontracts, if any, that demonstrate that the contractor has the capability to and will respond with the appropriate personnel or subcontractors within the required timeframes. The Contractor's Transportation Management Plan shall be submitted in accordance with Section 4.1, "Transportation Management Plan" of this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist."

##### 3.1.13.2. Incident Documentation

3.1.13.2.1. For off-normal events, such as accidents or stops caused by protesters, the Contractor shall provide the Contracting Officer the information required in DOE Manual 231.1-1A Changes 1 and 2, Appendix C, Individual Accident/ Incident Report – DOE Form 5484.3, so that CBFO can formally enter it into the DOE tracking system. In addition, the Contractor shall provide the original digital media to the Contracting Officer. The contractor shall have spare video digital recording media in the tractor in order for the drivers to change out the digital media. The digital media shall be changed out after an off-normal event occurs so that the event and at least 60 minutes prior to the event has been recorded. This information is required as soon as it is available (no more than 24 hours following any incident unless otherwise approved by CBFO).

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

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

#### 3.1.14. Transition of Government Furnished Trailers

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

#### 3.1.15. TRANSPORTATION SCHEDULE

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

The schedule may change for the shipments any time prior to the departure time specified in the Transportation Schedule. The Contractor will be notified by CBFO of the schedule changes prior to the departure time.

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

3.1.15.3. The Contractor 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 Contractors' notification and take appropriate action.

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

### 3.1.16. CONTRACT TRANSITION

3.1.16.1 Within 60 days from the effective date of the task order for Contract Transition, the contractor shall complete all activities necessary for an orderly assumption of contract and task order responsibilities up to and including the start of performance of the task orders for Basic Transportation Services and Additional Transportation Services, as specified in Section B and in accordance with Section C.4.3.

## 3.2. TERMINAL SERVICES

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

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

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

3.2.4. The Contractor shall provide the capability to add up to 19 tractors with 38 qualified drivers and associated maintenance for additional tractors and up to 40 additional trailers at the request of CBFO as specified in Section B.

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

## 3.3. TRACTOR SERVICES

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

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

Contractor shall use tractors meeting the minimum specifications delineated below.

3.3.1.2. The Contractor shall not exceed the DOT weight limitation of 80,000 pounds except as described in Section C.2.2 and 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 the DOT weight limitation is not exceeded.

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

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

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

3.3.1.6. The Contractor shall furnish and equip all tractors with five-range, digital or analog survey meter equipped with two detectors [a Geiger-Mueller open and closed window detector for beta-gamma radiation from 0.001 milli-seiverts per hour (0.1 mrem/hr) to 2 milli-seiverts per hour (200 mrem/hr) and an open window, pancake detector to detect alpha-beta-gamma radiation at a level of 0-5,000 counts per minute.] Performance shall meet or exceed that of a Ludlum Model 3 or Model 14-C survey meter (i.e. Ludlum 2241-2 digital detector) equipped with N44-38 - energy compensated Geiger-Mueller and N44-9 pancake Geiger-Mueller detectors. The survey meter and detectors calibrations are the responsibility of the Contractor.

3.3.1.7. The Contractor shall equip each tractor with a mounted, continuous loop, 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 one-hour segments.

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

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

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

3.3.1.11. The Contractor shall provide the capability to add up to 19 tractors at the request of CBFO as specified in Section B.

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

3.4.1. The Contractor shall provide all required tractor and trailer maintenance in accordance with the manufacturer's recommended maintenance or Contractor approved written procedures (CBFO approves trailer maintenance procedures), and CVSA. Routine or major maintenance shall be provided in a timely manner so as to avoid any delay in the Transportation Schedule. The Contractor shall ensure there is 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 4.1 below to address each of the following areas of maintenance.

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

3.4.1.2. A specific maintenance procedure shall be developed for each trailer type and tractor model, and a specific maintenance schedule for each tractor and each trailer. The trailer maintenance shall, as a minimum, meet the requirements of the trailer Operations and Maintenance (O&M) Manual. The contractor shall be required to complete a Driver Vehicle Inspection Record (DVIR) per DOT for each trip (pre and post) a trailer is used in the performance of this contract. If discrepancies are noted, an electronic version of the DVIR shall be provided to the CBFO and the other

carrier contractor in accordance with this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist."

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

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

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

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

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

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

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

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

"Hours of Usage": total number of hours the tractors and trailers (equipment) were used to make and/or complete shipments in a contract month. INCLUDES the amount of time the equipment (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.

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

3.4.1.9. If the Contractor exceeds 1 percent downtime rate as calculated above, this shall constitute one of the bases for issuance of a cure notice and/or termination for default and/or any other action the Department determines to be necessary including ordering work that would otherwise have been ordered from the contractor, from another WIPP transportation contractor, resulting in the contractor receiving less work than intended under the contract.

3.4.1.10. The Contractor shall provide the capability to provide maintenance for up to 19 additional tractors and 40 additional trailers at the request of CBFO as specified in Section B.

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

### **3.5. DRIVER SERVICES**

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

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

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

3.5.1.3. Drivers shall have logged a minimum of 100,000 miles per year in two of the last five years in a commercial semi-tractor trailer combination over-the-road operation or a minimum of 325,000 in five years. The carrier may request a review of driving hours of service when mileage records are not available. If a proposed driver has driven under the WIPP qualified driver program in the recent past and does not meet the mileage requirement the carrier may request a waiver of this requirement from the DOE Contracting Officer.

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

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

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

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

Repeated or serious moving violations in a personal vehicle may also result in a driver not being allowed to continue to transport waste under this contract.

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

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

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

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

<u>Type of Training</u>	<u>Estimated Duration</u>	<u>Refresher</u>
Operation of TRUPACT-II Tie Downs	2 hours	N/A
Use of Radiation Detection Instruments	1 hour	Annually
WIPP General Employee Training	2 days	Annually
Adverse Weather & Safe Parking Protocols	2 hours	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

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

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

3.5.2.4 The Contractor shall provide the capability to train and qualify up to an additional 38 drivers at the request of CBFO as specified in Section B.

3.5.2.5. 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, i.e. intersite shipments.

3.5.2.6 The Contractor is responsible for assuring drivers that 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, if any.

#### **4. DATA/REPORT REQUIREMENTS/QUALITY ASSURANCE**

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

The Contractor shall prepare a Transportation Management Plan detailing the operations to be undertaken in order to fulfill the requirements of this PWS. The Transportation Management Plan shall be submitted in accordance with this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist" and shall be updated 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 H.12 entitled "Lawful Performance, Operating Authority, and Insurance."
- Package Recovery
- Communications
- Quality Assurance
- Fitness for Duty with drug/alcohol screening for all incidents

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

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

#### **4.3 TRANSITION PLAN**

4.3.1. The Contractor shall prepare a Transition Plan from award date to assumption of contract responsibilities. 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 terminal and tractors, hiring and training of drivers, and development of required plans and procedures. The Transition Plan shall be submitted in accordance with this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist".

4.3.2 If the Contractor does not receive the written notices specified in Section I clause "FAR 52.217-8 Option to Extend Services (NOV 1999)" and "FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000), then within 60 days from the end date of the current contract or option ordering period specified in Section B, or current task order(s) performance period, whichever comes later; the Contractor shall submit a revision to the Transition Plan (herein referred to as the Exit Transition Plan), described above, to include its approach to adequately phase-out all contract and task order activities. Upon DOE approval of the Exit Transition Plan, the Contractor shall successfully complete the activities described in the plan by the end date of the contract or option 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.1, Attachment B, "Reporting Requirements Checklist".

#### **4.4 SECURITY PLAN**

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

#### **4.5 GOVERNMENT FURNISHED PROPERTY REPORTING REQUIREMENTS**

In accordance with FAR clause 52.245-1 entitled "Government Property (Aug 2010), the following reports have been determined required under this contract:

1. Reports of loss, damage, destruction or theft of property per FAR 52.245-1 (f)(1)(vi); and
2. Final physical completion or termination inventory per FAR 52. 52.245-1 (f)(1)(iv).

#### **4.6 QUALITY ASSURANCE PLAN**

The Contractor shall submit a Quality Assurance (QA) plan in accordance with this PWS and Section J.1, 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:

#### 4.6.1. Organization

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

#### 4.6.2. Design Control

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

#### 4.6.3. Inspections, Procedures, and Drawings

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

#### 4.6.4. Document Control

The preparation, issue, and change of documents that specify quality requirements or prescribe activities affecting quality shall be controlled to assure that correct documents are being utilized, e.g., management plan, security plan, or quality assurance plan.

#### 4.6.5. Identification and Control of Items

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

#### 4.6.6. Control of Processes

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

#### 4.6.7. Inspections

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

#### 4.6.8. Inspection, Measuring and Test Equipment

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

#### 4.6.9. Control of Non-conforming Items

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

#### 4.6.10. 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). Corrective Action Reports (CAR) and Corrective Action Plans (CAP) shall be organized and implemented in the same manner as DOE/CBFO Procedure MP 3.1

#### 4.6.11. Quality Assurance Records

Records that furnish documentary evidence of quality shall be specified, prepared and maintained. Records shall be protected against damage, deterioration, or loss. 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 CBFO QA Program Document, Section 1.5 (QAPD DOE/CBFO-94-1012) and are traceable to the applicable item, activity or facility.

#### 4.6.12. Audits

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

### 4.7 INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS)

The contractor shall prepare and implement a graded approach for an Integrated Safety Management System. An ISMS description shall be submitted in accordance with DOE M 450.4, this PWS, Section I clause DEAR 970.5223-1 and Section J.1, Attachment B, "Reporting Requirements Checklist."

#### 4.7.1 Job Hazards Analysis (JHA)

The contractor shall perform a written JHA for work performed at each DOE location. The JHA shall be submitted in accordance with this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist." The JHA must be updated as appropriate and as required by the contract and submitted in accordance with this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist."

### 5. REIMBURSABLE TRU WASTE TRANSPORTATION SERVICES

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

Tractor fuel expenses which include chemicals such as diesel exhaust fluid (DEF) that are required by federal standards, state use fees, and permit expenses incurred in performance of this contract will be reimbursed.

#### 5.2. NEW MEXICO GROSS RECEIPTS TAX

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

#### 5.3. PER DIEM

If a training exercise/public awareness event requires the driver to be away from the terminal longer than 12 hours, per-diem expenses may be allowed. If circumstances enroute result in delays of 12 hours or longer, per-diem expenses may also be allowed. Any allowable per-diem incurred under this contract is reimbursable based on actual costs not to exceed the Government per-diem rates contained in the Federal Travel Regulations. Per-diem costs shall only be reimbursable under this contract while performing services under the contract.

#### 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 identified by CBFO not included in the non-cost reimbursable line items in Section B (i.e. Section B.2.1.1 for the base period). Any allowable maintenance costs for unassigned trailers incurred under this contract will be reimbursable.

**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>	<b>Document Date</b>
• CH Packaging Trailer Operations and Maintenance Manual, WP 08-PT.04	3/15/07
• RH Packaging Trailer Operations and Maintenance Manual, WP 08-PT.13	11/19/11
• Quality Assurance Program Document; DOE/CBFO-94-1012	6/30/10
• DOE/CBFO Management Procedure 3.1, Rev. 11, Corrective Action Reports	12/30/10
• Recovery Guide for TRU Waste Packages, DOE/CBFO 94-1007	12/2009
• Southern States Energy Board's Transportation Planning Guide for the U.S. Department of Energy's Shipments of Transuranic Waste	1/2006
• TRU Waste Transportation Plan, DOE/CBFO 98-3103	8/2011
• Western Governors' Association Waste Isolation Pilot Plant Transportation Safety Program Implementation Guide	7/2008
• Waste Isolation Pilot Plant Incident/Accident Response Team Plan; WP 12-10	10/26/05
• Environment, Safety and Health Reporting Manual, DOE Manual 231.1-1A, Appendix C, Individual Accident/Incident Report, DOE Form 5484.3	6/12/07
• Commercial Vehicle Safety Alliance North American Standard Out-of-Service Criteria, <a href="http://www.cvsa.org">http://www.cvsa.org</a> .	
• DOE Physical Protection Manual, DOE M. 470.4-2 A	7/23/09
• DOE Integrated Safety Management Manual, DOE M 450.4-1	11/1/06
• DOE O 460.1C, Packaging and Transportation Safety	5/14/10
• DOE O 460.2A Departmental Materials Transportation and Packaging Management	12/22/04
• DOE M 460.2-1A Radioactive Material Transportation Practices Manual	6/4/08
• DOE Motor Carrier Evaluation Program (MCEP) Plan and Procedures, 2009 (revised version anticipated for release during calendar year 2011)	2009
• 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 parts 100-185 Hazardous Materials Regulations
- 49 CFR parts 300-399 Federal Motor Carrier Safety Regulations

**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 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
Intersite Shipping Locations	Location	Distance between Sites (miles)
Ames Laboratory (Ames)	Ames, IA	~1500
Argonne National Laboratory-East (ANL-E)	Argonne, IL	
Babcock & Wilcox - NES (B&W Lynchburg)	Lynchburg, VA	
Bettis Atomic Power Laboratory (BAPL)	West Mifflin, PA	
Knolls Atomic Power Laboratory (KAPL)	Niskayuna, NY	
Lawrence Livermore National Laboratory (LLNL)	Livermore, CA	
Nevada 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: Intersite Shipments are defined as shipments from Intersite Shipping Locations to locations identified within the Direct Shipments to WIPP Locations column.

**APPENDIX 2**

**Driver Qualification Checklist**

**CONTRACT DRIVERS APPLICATION REVIEW CHECKLIST**

**Page 1 of 2**

Carrier Name \_\_\_\_\_ Review Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

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

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



**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 27, 2011</b>						
08:00	BTWP110042	Hanford to WIPP	VS	0	Bobtail back to WIPP after taking empty equipment from INL to Hanford. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993 *intersite*	1/29/11 @ 0200
<b>Friday, January 28, 2011</b>						
08:00	MTEP10004	WIPP to EPD	WTS	3	TRUPACTs/halfPACTs/CASK to EPD for annual maintenance. Contact @ (575) 234-8230 or 234-8993.	1/28/11 @ 0900
13:00	EP110008	EPD to WIPP	WTS	1	Empty TRUPACTs/ HalfPACTs / CASK to WIPP NOTE these TRUPACTs are out of service. They are to be stored at WIPP indefinitely.	1/28/11 @ 1400
<b>Saturday, January 29, 2011</b>						
18:00	MTSR110003	WIPP to SRS	CAST	3	Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993.	1/31/11 @ 0000
<b>Sunday, January 30, 2011</b>						
18:00	MTSR110004	WIPP to SRS	CAST	3	Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993.	2/01/11 @ 0000
<b>Monday, January 31, 2011</b>						
06:00	BTIN110044	WIPP to INL	VS	0	Bobtail to INL to pick up shipment to WIPP. Contact 208-520-6249, if no answer, 208-557-7311, leave message.	2/01/11 @ 0600
06:00	BTIN110045	WIPP to INL	VS	0	Bobtail to INL to pick up shipment to WIPP. Contact 208-520-6249, if no answer, 208-557-7311, leave message.	2/01/11 @ 0600
08:00	MTINR11004	WIPP to INTEC	VS	1	Empty CASK to INTEC. Contact Randy Kendrick 208-521-4183 or Shawn Tighe @ 208-521-1769.	2/01/11 @ 0800
08:30	SR110001	SRS to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/01/11 @ 1630
18:00	MTSR110005	WIPP to SRS	CAST	3	Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993.	2/02/11 @ 0000
20:45	TROR110002	WIPP to ORNL	VS	1	Empty RH trailer to Oak Ridge. Contact Billy Roberts 865-809-3126.	2/02/11 @ 0445
<b>Tuesday, February 01, 2011</b>						
04:00	MTLA110004	WIPP to LANL	CAST	2	Empty TPs to Los Alamos. Contact LANL @ 505-667-6211	2/01/11 @ 1300
08:30	SR110002	SRS to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/02/11 @ 1630
15:00	IN110001	INL to WIPP	VS	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/03/11 @ 0100
15:00	IN110005	INL to WIPP	VS	3	TRU Waste to WIPP. Contact CMRO @575-234-8457 NOTE: Shipping sequence out of order at request of INL.	2/03/11 @ 0100
15:00	INR11002	INL To WIPP	VS	1	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/03/11 @ 0100
18:00	LA110003	LANL to WIPP	CAST	2	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/02/11 @ 0300
18:00	MTSR110006	WIPP to SRS	CAST	3	Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993.	2/03/11 @ 0000
<b>Wednesday, February 02, 2011</b>						
04:00	MTLA110005	WIPP to LANL	CAST	2	Empty TPs to Los Alamos. Contact LANL @ 505-667-6211	2/02/11 @ 1300
06:00	BTIN110046	WIPP to INL	VS	0	Bobtail to INL to pick up shipment to WIPP. Contact 208-520-6249, if no answer, 208-557-7311, leave message.	2/03/11 @ 0600
06:00	BTIN110047	WIPP to INL	VS	0	Bobtail to INL to pick up shipment to WIPP. Contact 208-520-6249, if no answer, 208-557-7311, leave message.	2/03/11 @ 0600
08:30	SR110003	SRS to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/03/11 @ 1630
10:00	ORR11001	ORNL to WIPP	VS	1	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/03/11 @ 1600

18:00	LA110004	LANL to WIPP	CAST	2	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/03/11 @ 0300
<b>Thursday, February 03, 2011</b>						
04:00	MTLA110006	WIPP to LANL	CAST	3	Empty TPs to Los Alamos. Contact LANL @ 505-667-6211	2/03/11 @ 1300
08:30	SR110004	SRS to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/04/11 @ 1630
15:00	IN110006	INL to WIPP	VS	3	TRU Waste to WIPP. Contact CMRO @575-234-8457 NOTE: Shipping sequence out of order at request of INL.	2/05/11 @ 0100
15:00	IN110007	INL to WIPP	VS	3	TRU Waste to WIPP. Contact CMRO @575-234-8457 NOTE: Shipping sequence out of order at request of INL.	2/05/11 @ 0100
18:00	LA110005	LANL to WIPP	CAST	2	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/04/11 @ 0300
<b>Saturday, February 05, 2011</b>						
18:00	MTSR110007	WIPP to SRS	CAST	3	Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993.	2/07/11 @ 0000
<b>Sunday, February 06, 2011</b>						
18:00	MTSR110008	WIPP to SRS	CAST	3	Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993.	2/08/11 @ 0000
<b>Monday, February 07, 2011</b>						
04:00	MTLA110007	WIPP to LANL	CAST	3	Empty TPs to Los Alamos. Contact LANL @ 505-667-6211	2/07/11 @ 1300
06:00	BTIN110048	WIPP to INL	VS	0	Bobtail to INL to pick up shipment to WIPP. Contact 208-520-6249, if no answer, 208-557-7311, leave message.	2/08/11 @ 0600
06:00	BTIN110049	WIPP to INL	VS	0	Bobtail to INL to pick up shipment to WIPP. Contact 208-520-6249, if no answer, 208-557-7311, leave message.	2/08/11 @ 0600
08:00	MTINR11005	WIPP to INTEC	VS	1	Empty CASK to INTEC. Contact Randy Kendrick 208-521-4183 or Shawn Tighe @ 208-521-1769.	2/08/11 @ 0800
08:30	SR110005	SRS to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/08/11 @ 1630
18:00	LA110007	LANL to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/08/11 @ 0300
18:00	MTSR110009	WIPP to SRS	CAST	3	Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993.	2/09/11 @ 0000
<b>Tuesday, February 08, 2011</b>						
04:00	MTLA110008	WIPP to LANL	CAST	3	Empty TPs to Los Alamos. Contact LANL @ 505-667-6211	2/08/11 @ 1300
08:30	SR110006	SRS to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/09/11 @ 1630
15:00	IN110002	INL to WIPP	VS	3	TRU Waste to WIPP. Contact CMRO @575-234-8457 NOTE: Shipping sequence out of order at request of INL.	2/10/11 @ 0100
15:00	IN110003	INL to WIPP	VS	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/10/11 @ 0100
15:00	INR11003	INL To WIPP	VS	1	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/10/11 @ 0100
18:00	LA110007	LANL to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/09/11 @ 0300
18:00	MTSR110010	WIPP to SRS	CAST	3	Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993.	2/10/11 @ 0000
20:45	MTORR11003	WIPP to ORNL	VS	1	Empty CASK and trailer to Oak Ridge. Contact Billy Roberts 865-809-3126.	2/10/11 @ 0445
<b>Wednesday, February 09, 2011</b>						
04:00	MTLA110009	WIPP to LANL	CAST	3	Empty TPs to Los Alamos. Contact LANL @ 505-667-6211	2/09/11 @ 1300
06:00	BTIN110050	WIPP to INL	VS	0	Bobtail to INL to pick up shipment to WIPP. Contact 208-520-6249, if no answer, 208-557-7311, leave message.	2/10/11 @ 0600
06:00	MTIN110001	WIPP to INL	VS	3	Empty TPs to INL. Contact 208-520-6249, if no answer, 208-557-7311, leave message.	2/10/11 @ 0600
08:00	MTINR11003	WIPP to INTEC	VS	1	Empty CASK to INTEC. Contact Randy Kendrick 208-521-4183 or Shawn Tighe @ 208-521-1769.	2/10/11 @ 0800
08:30	SR110007	SRS to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/10/11 @ 1630
18:00	LA110008	LANL to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/10/11 @ 0300
<b>Thursday, February 10, 2011</b>						
04:00	MTLA110010	WIPP to LANL	CAST	3	Empty TPs to Los Alamos. Contact LANL @ 505-667-6211	2/10/11 @ 1300
08:30	SR110008	SRS to WIPP	CAST	3	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/11/11 @ 1630
10:00	ORR11002	ORNL to WIPP	VS	1	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/11/11 @ 1600
15:00	IN110004	INL to WIPP	VS	3	TRU Waste to WIPP. Contact CMRO @575-234-8457 NOTE: Shipping sequence out of order at request of INL.	2/12/11 @ 0100
15:00	IN110008	INL to WIPP	VS	3	TRU Waste to WIPP. Contact CMRO @575-234-8457 NOTE: Shipping sequence out of order at request of INL.	2/12/11 @ 0100
15:00	INR11004	INL To WIPP	VS	1	TRU Waste to WIPP. Contact CMRO @575-234-8457	2/12/11 @ 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.

Identifier	Manufacturer	Model	Serial Number	TRL Number	LIC Number		TYPE
S020251	REINKE	4410218CC	4C6CC44223109117	323	E-28282		CH TRUPACT
S020247	REINKE	4410218CC	4C6CC4421A1070017	327	E-28186		CH TRUPACT
S020248	REINKE	4410218CC	4C6CC442431090118	326	E-28278		CH TRUPACT
S020249	REINKE	4410218CC	4C6CC442731090114	322	E-28277		CH TRUPACT
S020253	REINKE	4410218CC	4C6CC442531090113	321	E-28276		CH TRUPACT
S020255	REINKE	4410218CC	4C6CC442331090112	320	E-28275		CH TRUPACT
S020256	REINKE	4410218CC	4C6CC442231090120	328	E-28280		CH TRUPACT
S020888	REINKE	3810218CC	4C6CC382121010194	308	E-28287	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
S020891	REINKE	3810218CC	4C6CC382821010189	303	E-28257	2 PLACE	CH TRUPACT
S020892	REINKE	3810218CC	4C6CC382X21010212	309	E-28258	2 PLACE	CH TRUPACT
S020893	REINKE	3810218CC	4C6CC382621010191	305	E-28259	2 PLACE	CH TRUPACT
S020894	REINKE	3810218CC	4C6CC382421010190	304	E-28094	2 PLACE	CH TRUPACT
S020764	REINKE	ATCT-42	4C6CC442821080075	301	E-28098		CH TRUPACT
S020765	REINKE	NONE	4C6CC382321090078	302	E-28099	2 PLACE	CH TRUPACT
S020022	REINKE	4410218CC	4C6CC442931090129	337	E-201209		CH TRUPACT
S020023	REINKE	4410218CC	4C6CC442731090128	336	E-201208		CH TRUPACT
S020024	REINKE	4410218CC	4C6CC442331090126	334	E-201206		CH TRUPACT
S020028	REINKE	4410218CC	4C6CC442X31090124	332	E-28285		CH TRUPACT
S020029	REINKE	4410218CC	4C6CC442531090127	335	E-201207		CH TRUPACT
S020030	REINKE	4410218CC	4C6CC442131090125	333	E-201205		CH TRUPACT
S020250	REINKE	4410218CC	4C6CC442931090115	323	E-28271		CH TRUPACT
S020252	REINKE	4410218CC	4C6CC442031090116	324	E-28281		CH TRUPACT
S020847	REINKE	4410218CC	4C6CC442631090122	330	E-28284		CH TRUPACT
S020973	REINKE	4410218CC	4C6CC442731010410	376	E-28266		CH TRUPACT
S020974	REINKE	4410218CC	4C6CC442031010409	375	E-201243		CH TRUPACT
S020980	REINKE	NONE	4C6CC442531120386	352	E-201229		CH TRUPACT
S021018	REINKE	NONE	4C6CC442131120384	350	E-201227		CH TRUPACT
S021019	REINKE	NONE	4C6CC442331120385	351	E-201228		CH TRUPACT
S020981	REINKE	3810218CC	4C6CC442631120395	361	E-201232		CH TRUPACT
S020982	REINKE	3810218CC	4C6CC442231120393	359	E-201230		CH TRUPACT
S020983	REINKE	3810218CC	4C6CC442431120394	360	E-201231		CH TRUPACT
S020984	REINKE	3810218CC	4C6CC442031120392	358	E-201238		CH TRUPACT
S020985	REINKE	3810218CC	4C6CC442731120390	356	E-201236		CH TRUPACT
S020986	REINKE	3810218CC	4C6CC442031120389	355	E-201235		CH TRUPACT
S021020	REINKE	3810218CC	4C6CC442931120391	357	E-201237		CH TRUPACT
S021021	REINKE	3810218CC	4C6CC442X31120397	363	E-201240		CH TRUPACT
S021022	REINKE	3810218CC	4C6CC442831120396	362	E-201239		CH TRUPACT
S021023	REINKE	3810218CC	4C6CC442131120398	364	E-201241		CH TRUPACT
S021024	REINKE	3810218CC	4C6CC442731120387	353	E-201233		CH TRUPACT
S021025	REINKE	3810218CC	4C6CC442931120388	354	E-201234		CH TRUPACT
S020960	REINKE	3810218CC	4C6CC442031010412	378	E-201215		CH TRUPACT

Identifier	Manufacturer	Model	Serial Number	TRL Number	LIC Number	TYPE
S020961	REINKE	3810218CC	4C6CC442631010401	367	E-201216	CH TRUPACT
S020962	REINKE	3810218CC	4C6CC442131010399	365	E-201217	CH TRUPACT
S020963	REINKE	3810218CC	4C6CC442X31010403	369	E-201218	CH TRUPACT
S020964	REINKE	3810218CC	4C6CC442931010408	374	E-201219	CH TRUPACT
S020965	REINKE	3810218CC	4C6CC442431010400	366	E-201220	CH TRUPACT
S020966	REINKE	3810218CC	4C6CC442731010407	373	E-201221	CH TRUPACT
S020967	REINKE	3810218CC	4C6CC442331010405	371	E-201222	CH TRUPACT
S020968	REINKE	3810218CC	4C6CC442831010402	368	E-201223	CH TRUPACT
S020969	REINKE	3810218CC	4C6CC442131010404	370	E-201224	CH TRUPACT
S020970	REINKE	3810218CC	4C6CC442531010406	372	E-201225	CH TRUPACT
S020971	REINKE	3810218CC	4C6CC442231010413	379	E-201226	CH TRUPACT
S020972	REINKE	3810218CC	4C6CC442931010411	377	E-201242	CH TRUPACT
S020025	REINKE	4410218CC	4C6CC442031090133	341	E-201247	CH TRUPACT
S020026	REINKE	4410218CC	4C6CC442231090134	342	E-201248	CH TRUPACT
S020850	REINKE	4410218CC	4C6CC442831090123	331	E-28286	CH TRUPACT
S020851	REINKE	4410218CC	4C6CC442931090132	340	E-201246	CH TRUPACT
S020852	REINKE	4410218CC	4C6CC442431090121	329	E-28283	CH TRUPACT
S020027	REINKE	4410218CC	4C6CC442431090135	343	E-201249	CH TRUPACT
S020849	REINKE	4410218CC	4C6CC442531090130	338	E-201244	CH TRUPACT
S020241	REINKE	4410218CC	4C6CC442731100141	349	E-201210	CH TRUPACT
S020242	REINKE	4410218CC	4C6CC442531100140	348	E-201211	CH TRUPACT
S020243	REINKE	4410218CC	4C6CC442731100138	346	E-201212	CH TRUPACT
S020244	REINKE	4410218CC	4C6CC442931100139	347	E-201213	CH TRUPACT
S020245	REINKE	4410218CC	4C6CC442331100136	344	E-201241	CH TRUPACT
S020246	REINKE	4410218CC	4C6CC442531100137	345	E-201250	CH TRUPACT
S020848	REINKE	4410218CC	4C6CC442731090131	339	E-201245	CH TRUPACT
<b>MLU Trailers</b>						
S022620	TRANSCRAFT		1TT E5320 5 71082211	N/A	E-22802	MLU
S022621	TRANSCRAFT		1TT E5320 5 71082212	N/A	E-22825	MLU
	Loadcraft		1LDK45206HB874201	N/A	E-22747	MLU
C013857	Loadcraft		1LDK45208HB874202	N/A	E-22748	MLU
C015351	Alloy		1ALST9284JS880910	N/A	E-22801	MLU
<b>RH Trailers</b>						
C019811	Mobilized Systems		1M9FS452XX1298001		E-22818	RH
S021437	Talbert		40FG442961025092		E-28124	RH- Uprighting
S022601	Talbert		40FG442961025092		E-28134	RH- Uprighting
S022628	Talbert		40FG442071026147		E-22826	RH- Uprighting
S022665	Talbert		40FG442X71027726		E-22827	RH- Uprighting
S022681	Talbert		40FG442171027727		E-22806	RH- Uprighting
S022708	Talbert		40FG442371028538		E-22844	RH- Uprighting
S022720	Talbert		40FG442381028539		E-28274	RH-



**APPENDIX 5 - Sample Tractor Inspection Checklist**

**Tractor Specifications and Equipment Checklist**

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

PWS Section	Description	Yes	No	Partial	Comments
3.3.1.1	Length meets DOT requirements for single-trailer			N/A	
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.
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
3.3.1.4	Tractors are equipped with safety equipment as required per 49CFR393.95 (fire extinguisher, first aid kit, Reflective triangles)				Triangles
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
3.3.1.5	Tractors are equipped with satellite & cellular phones, TRANSCOM with panic button, and a 40 channel citizens band radio.				
3.3.1.5	Verify TRANSCOM Operational				
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 _____  Serial # _____  Serial # _____
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 _____  Serial # _____
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 1-hour segments)				Sited camera Recording Media and duration

PWS Section	Description	Yes	No	Partial	Comments
3.1.13.2.1	The tractors are equipped with a spare video medium if required.				
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)				
3.3.1.9	Electronic Data Logger that complies with DOT and approved by CBFO				Type and Access
6.0 (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 \_\_\_\_\_

**SECTION D -PACKAGING AND MARKING**

**D.1 PACKAGING**

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

**D.2 MARKING**

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
  - (1) Identifies the contract by number under which the item is being delivered.
  - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
  - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

**D.3 TRU WASTE SHIPMENTS**

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

**SECTION E - INSPECTION AND ACCEPTANCE**

**E.1 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more contracts by reference, in 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.acquisitions.gov/far>

Clause No.	FAR Reference	Title
E.2	52.246-2	Inspection of Supplies - Fixed-Price. (AUG 1996)
E.3	52.246-4	Inspection of Services - Fixed-Price. (AUG 1996)
E.4	52.246-5	Inspection of Services - Cost-Reimbursement. (APR 1984)
E.5	52.246-14	Inspection of Transportation. (APR 1984)

**E.6 DOE-E-1001 Inspection and Acceptance**

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

**E.7 Reports/Data**

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

**SECTION F - DELIVERIES OR PERFORMANCE**

**F.1 Contract Ordering Periods**

The base ordering period shall be 12 months from the date of award of this contract which includes a contract transition of 60 days. Four option ordering periods, if exercised, will extend the term of the contract by 12 months each as follows:

1. Base Ordering Period: 0 through 12 Months after Date of Award
2. Option Ordering Period 1: 13 through 24 months after Date of Award
3. Option Ordering Period 2: 25 through 36 months after Date of Award
4. Option Ordering Period 3: 37 through 48 months after Date of Award
5. Option Ordering Period 4: 49 through 60 months after Date of Award

Specific performance periods will be stated in each individual task order as specified in Section H.19 and FAR 52.216-18 "Ordering".

**F.2 Exercise of Options**

In accordance with Section I clause, FAR 52.217-8 "Option to Extend Services" (Nov 1999) and Section I clause, FAR 52.217.9 "Option to Extend the Term of the Contract" (Mar 2000), the Department of Energy has included four option periods to extend the term of this contract. In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the Contractor, in writing by the Contracting Officer or designated representative. When deciding whether to exercise the option(s), the Contracting Officer may consider: (1) the quality of the Contractor's performance under this contract; (2) if sufficient funding is available; (3) whether the requirement covered by the option fulfills an existing Government need; (4) whether the exercise of the option is the most advantageous method of fulfilling the Government's need, price and other factors considered; (5) the option was synopsized in accordance with FAR Part 5 unless exempted by 5.202(a)(11) or other appropriate exemptions in 5.202; and (6) the contractor is not listed on the Excluded Parties List System (EPLS).

**F.3 Principal Place of Performance**

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

**F.4 Deliverables**

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

**F.5 FAR 52.242-15 Stop-Work Order (AUG 1989)**

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

- (1) Cancel the stop-work order; or

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

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

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

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

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

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**SECTION G - CONTRACT ADMINISTRATION DATA**

**G.1 Correspondence Procedures**

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

(a) **Technical Correspondence.** Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), see below paragraph (d) with an information copy of the correspondence to the DOE Contracting Officer (see below paragraph (c)).

(b) **Other Correspondence.**

All correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR.

(c) **DOE Contracting Officer Address.** The Contracting Officer address is as follows:

U.S. Department of Energy, Carlsbad Field Office  
Attn: Diane Snow  
P.O. Box 3090  
Carlsbad, NM 88221-3090  
Email: [diane.snow@wipp.ws](mailto:diane.snow@wipp.ws)

(d) The COR's address is as follows:

U.S. Department of Energy, Carlsbad Field Office  
Attn: J.R. Stroble  
P.O. Box 3090  
Carlsbad, NM 88221-3090  
Email: [j.r.stroble@wipp.ws](mailto:j.r.stroble@wipp.ws)

(e) The Contractor shall use the COR as the point of contact on technical matters, subject to the restrictions of the clause entitled "Technical Direction" located in Section H.

(f) **Technical Reports.** Procedures for technical reports are described in an attachment to the contract listed at Section J.

**G.2 Billing Instructions**

Contractors will use Standard Form 1034 *Public Voucher for Purchases and Services Other Than Personal* located at <http://www.gsa.gov/portal/forms/type/SF> when requesting reimbursement for the services performed under this contract. Contractors may submit vouchers as frequently as every two weeks for the cost reimbursable contract items specified in each task order. Contractors may submit requests for Contract Financing Payments in accordance with FAR clause 52.232-16 Progress Payments (Aug 2010) for the fixed price services contract line items specified in each task order.

Contractors must 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. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher.

(a) Supporting Documentation

(1) Firm Fixed Price Billing Costs –

- i. 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.

(2) Cost Reimbursable Billing Costs -

- ii. The voucher must include a statement of cost and supporting documentation for services rendered for the cost reimbursable items specified in Section B. 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 contract. Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
- iii. Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
- iv. Costs claimed for reimbursement (i.e. Fuel, State Use Fees and Permits, New Mexico Gross Receipts Tax, Driver Per-Diem, Safe Driving Bonus, Maintenance of Additional, Unassigned Trailers) on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended.

**G.3 DOE-G-1005 Observance of Legal Holidays**

- (a) The on-site Government personnel observe the following holidays:

New Year's Day  
Martin Luther King, Jr.'s Birthday  
President's Day  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

- (b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

**SECTION H - SPECIAL CONTRACT REQUIREMENTS**

**H.1 DEAR 952.215-70 Key Personnel (DEC 2000)**

- (a) The personnel listed below or elsewhere in this contract are considered essential to the work being performed under this contract. 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.
- (b) 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.

The Contractor's Key Personnel are as follows:

NAME	TITLE
Exemption 6	Project/Terminal Manager

The requirement for notification as specified in paragraph (a)(1) above shall not be less than thirty (30) days. The Project/Terminal Manager position is a position that is required to be located at and performed on site at the terminal.

**H.2 DOE-H-1011 Department of Labor Wage Determinations**

In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachments C.1 and C.2 and FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRE when applicable.

**H.3 DOE-H-1024 Alternative Dispute Resolution (ADR)**

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.
- (b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:
  - (1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-

developed ADR procedures.

- (2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.
- (c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.
- (d) The Contractor shall continue performance of the contract during any activities performed or actions taken as described above.

#### **H.4 DOE-H-1025 Contractor Interface with Other Contractors and/or Government Employees**

The Government may award contracts for on site work or services to additional contractors. The Contractor shall cooperate fully with all other on site DOE Contractors, and with Government employees, and carefully fit its own work to 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.5 Release of Information**

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

#### **H.6 Confidentiality of Information**

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

- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.
- (e) This clause shall flow down to all subcontracts.

**H.7 DEAR 952.242-70 Technical Direction (DEC 2000)**

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  - (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual PWS.
  - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
  - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that-
  - (1) Constitutes an assignment of additional work outside the PWS;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
  - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must-
  - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
  - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
  - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.

- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

#### **H.8 Modification Authority**

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

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

#### **H.9 Government Property and Data**

- (a) 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 Attachment A at time of contract award.
- (b) The cost to move the trailers to another location if required is included in the firm fixed price established in Section B.2.
- (c) The Contractor is responsible for the maintenance (including painting) of the trailers provided as GFP.

#### **H.10 Subcontracts**

- (a) Prior to the placement of subcontracts and in accordance with the clause entitled FAR 52.244-6, "Subcontracts for Commercial Items (DEC 2010) Alternate I (June 2010)," the Contractor shall ensure that:
  - (1) they contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flow-down applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" contained in Part II, Section I of the contract;
  - (2) any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.404-3b) and subcontractor Representations and Certifications (see Part IV, Section K and the document referenced in the Representations, Certifications and Other Statements of the Offeror clause are received); and
  - (3) any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost revision of this contract or any of the respective obligations of the parties there under, or creation of any subcontractor privity of contract with the Government.
- (b) Prior to the award of any subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause contained in Section I of this contract. The subcontractor shall perform no work until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

#### **H.11 Reporting Of Fraud, Waste, Abuse, Corruption, or Mismanagement**

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

- (a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts. The

DOE Contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, Contractors, or subcontractors. The DOE Contractor employees should also report to the DOE IG any allegations of reprisals taken against DOE or DOE Contractor employees who have reported fraud, waste, abuse, corruption, or mismanagement to the IG;

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

#### **H.12 Lawful Performance, Operating Authority, and Insurance**

The Contractor shall comply with all applicable Federal, Tribal, State, and local laws and regulations, including all applicable licenses, permits, fees, and standards necessary to transport CH- and RH-TRU waste shipments over the designated routes. The Contractor shall also comply with the TRU Waste Transportation Plan (DOE/CBFO 98-3103). Motor carriers shall possess the required operating authority 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.13 Lobbying Restriction (Energy & Water Development Appropriations Act and Related Agencies Appropriations Act, 2010)**

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 US. C. 191 3. This restriction is in addition to those prescribed elsewhere in statute and regulation.

#### **H.14 Cooperative Working Relationship with Other Carrier Contractor**

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

#### **H.15 U.S. Department Of Transportation (DOT) Motor Carrier Safety Rating**

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

#### **H.16 Employee Hiring Preference**

The Contractor is encouraged to give a hiring preference to those qualified employees who are currently employed by the incumbent WIPP transportation Contractors, CAST Specialty Transportation, Inc. and Visionary Solutions LLC Company for non-management positions. If incumbent drivers have already completed qualification training, they do not have to repeat the training.

#### **H.17 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.18 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 will assess the safety performance of the contractor's drivers. The contractor shall provide information and records to support the assessment of the safety performance in accordance with procedures approved by the contracting officer and paragraph (g) below.

(b) At a minimum, the contractor's bonus or incentive plan shall provide for a safety bonus to be awarded to its drivers qualified under 49 CFR 391 at the conclusion of each year of performance under this contract in accordance with the following:

- (1) The bonus shall be based upon total actual miles driven each year of performance by all drivers collectively in performing Government transportation services under this contract.
- (2) If there have been no OSHA recordable injuries and/or no "at fault" determinations 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 Drive 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 H.17 (b) (2) as follows:

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

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

- (c) All of the calculated amount shall be awarded to all drivers, other than the driver(s) involved in the matters in paragraph (b) (2) above. It shall be divided and disbursed in accordance with the contractor's procedures.
- (d) If three or more of the incidents set forth in paragraph (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 after the effective date of the contract. Any changes to the plan or policy shall be submitted to the contracting officer for approval.
- (g) The following records shall be maintained and 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; and
  - (2) Appropriate records to demonstrate the driving record of each driver, including but not limited to any federal, state, local, or tribal bureau of motor vehicles or law enforcement's records for each driver; and
  - (3) Copies of shipment number invoices containing mileage and delay times for each shipment; and
  - (4) Copies of the DOT Annual Check which is reported to the Contractor regarding moving violations and accidents of both the company and the drivers. The contracting officer will also verify with DOT the results of the annual check. and;
  - (5) Copies of all accounting and cost records documenting calculations, and
  - (6) Copies of payments made to the individual drivers; and
  - (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.
- (i) There will not be any distribution of the money to the individual drivers by the Government. The amount contained in Section B.2 is an estimated amount. Costs shall be reimbursed in accordance with FAR Part 31 and the terms and conditions of the contract.
- (j) Since the above incentive award is part of the driver's compensation, the contractor shall give any labor

organization representing its drivers notice of the proposed policy as soon as practicable after contract award and shall negotiate in good faith until impasse or agreement with that labor organization about that policy, consistent with any applicable bargaining agreement and applicable law.

- (k) Any subcontract for drivers shall include the above requirement for incentive bonuses for safe driving.
- (l) The above clause, as are all other clauses contained herein, is not intended for the benefit for third parties.

#### **H.19 Task Orders**

- a. As described in Section I, FAR 52.216-18 "Ordering", the Government shall issue Task Orders to the Contractor to provide the required transportation services for a specified period of performance. The total value of the task order will include a firm fixed price for services and an estimated cost for reimbursable items. The values will be established in accordance with Section B.2 of this contract based on the quantity ordered.
- b. The funding available in each Task Order for cost reimbursable items shall be treated as a separate amount allowed and obligated as described in Section B.1.4 "Obligation of Funds/ Financial Limitations" and Section I 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 will be fully funded upon issuing a Task Order or exercising the option for that item.
- c. The Contractor shall monitor, collect, control, and report reimbursable costs in accordance with the terms of each Task Order. Indirect expenses and fee/profit is not allowed on reimbursable costs. In no event will the Contractor be entitled to reimbursement of more than the funding limitation for reimbursable costs and the total firm fixed price for all items as stated in each Task Order.
- d. The Government will issue a minimum of one Task Order for the Basic Transportation Services described in Section B.2 for the Base Period and for subsequent Option Periods that are exercised. The Government reserves the right to order basic transportation services for each subsequent option for an individual Task Order at the minimum of 11 Tractor Teams regardless if a higher quantity of tractor teams was ordered in the Base Period. The Government may issue additional Task Orders thereafter for Additional Transportation Services, described in Section B, during the Base Period and any Option Period if exercised. Any additional quantities ordered will be based on future WIPP shipping requirements that cannot be satisfied with the minimum quantities ordered under this contract. The Government at its sole discretion may order Additional Transportation Services as identified in Section B subject to the contractor's performance under this contract in the following areas:
  - (1) On-time pick-up and delivery record;
  - (2) Downtime rate record;
  - (3) Safety record;
  - (4) Price; and
  - (5) Other factors determined by the Contracting Officer to be in the best interest of the Government.

- e. Task orders will be issued by unilateral execution of an Optional Form 347 "Order for Supplies/Services". The start date of the period of performance of the task order for "Basic Transportation Services" will be the start date of the base period or of each option period, if exercised. The start date of the period of performance of the task order for "Additional Transportation Services will be determined by the Government but will not be less than 60-days following execution of the task order, unless otherwise bilaterally agreed to. The six month, ten month and 12 month periods specified in Section B for Additional Transportation Services is the period of performance for providing the transportation services (the six month and ten month periods specified in Section B for Additional Transportation Services is only applicable to the Base Year of the contract; Option Periods 1-4 include six month and twelve month periods for Additional Transportation Services). The 60 days is not calculated into the six, ten and/or 12 month periods. The contractor will have no less than 60 days from the issuance of the task order before it shall be required to provide either the six months, ten months or 12 months of transportation services. An extension of the period of performance of the task order issued under paragraph (f) of this clause is not subject to the 60 day requirement stated in this clause.
- f. The Government will specify in each Task Order the quantity of services ordered and the period in which the Contractor is to provide those services. In Section B.2, the period of performance for Basic Transportation Services – 11 Tractor Teams ordered under the Base Period will be for 12 months and 12 months respectively, for Option Periods 1 through 4. Any Task Order placed in the Base Period for Additional Transportation Services will be for a period of either six months or 10 months; any Task Order placed in the subsequent Option Period for Additional Transportation Services will be for a period of either six months or 12 months. The Government reserves the right to change the period of performance for any individual Task Order. The Government has the right to extend the period of performance specified for an individual task order for six months or 12 months, with no less than 30 days notice, at prices no higher than those specified in Section B for the contract ordering period in effect at the time the period of performance of the task order is extended, or at a lower negotiated rate.
- g. The quantity of services ordered shall be in accordance with Section I clause, FAR 52.216-19 "Order Limitations" (Oct 1995) and H.20.

**H.20 Minimum and Maximum Order Quantities**

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

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

PERIOD	Basic Transportation Services B.2.1.1 B.2.2.1 B.2.3.1 B.2.4.1 B.2.5.1/		Additional Tractor Services B.2.1.2.1 B.2.2.2.1 B.2.3.2.1 B.2.4.2.1 B.2.5.2.1		Additional Traller Maintenance Services B.2.1.2.2 B.2.2.2.2 B.2.3.2.2 B.2.4.2.2 B.2.5.2.2		Additional Driver Services B.2.1.2.3 B.2.2.2.3 B.2.3.2.3 B.2.4.2.3 B.2.5.2.3	
	Min	Max	Min	Max	Min	Max	Min	Max
<b>Base Period</b>	11 Tractor Teams	11 Tractor Teams <sup>1</sup>	0 tractors	19 tractors	0 trailers	40 trailers	0 teams	19 teams
<b>Option Period 1</b>	11 Tractor Teams	11 Tractor Teams <sup>1</sup>	0 tractors	19 tractors	0 trailers	40 trailers	0 teams	19 teams
<b>Option Period 2</b>	11 Tractor Teams	11 Tractor Teams <sup>1</sup>	0 tractors	19 tractors	0 trailers	40 trailers	0 teams	19 teams
<b>Option Period 3</b>	11 Tractor Teams	11 Tractor Teams <sup>1</sup>	0 tractors	19 tractors	0 trailers	40 trailers	0 teams	19 teams
<b>Option Period 4</b>	11 Tractor Teams	11 Tractor Teams <sup>1</sup>	0 tractors	19 tractors	0 trailers	40 trailers	0 teams	19 teams

<sup>1</sup> 11 Tractor Teams is defined as the basic transportation services – 11 Tractor Teams (which consists of the sub-items and which are not separately priced) specified in Sections B.2.1.1, B.2.2.1, B.2.3.1, B.2.4.1, and B.2.5.1. (i.e., General Services, Terminal Services, Maintenance Services, and Driver Services).

## H.21 ACCESS TO DOE-OWNED OR LEASED FACILITIES

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

- (1) is, or is suspected of being, a terrorist;
- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) has presented false or forged identity source documents;
- (5) has been barred from Federal employment;
- (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
- (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

(b) The Contractor shall assure:

- (1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.
- (2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE-owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE-owned or leased facilities.

## H.22 Motor Carrier Evaluation Program (MCEP) Audit

The Contractor shall undergo and pass the Motor Carrier Evaluation Program (MCEP) Audit. The MCEP Audit that is conducted by DOE is an extensive audit of all facets of a carrier's business operations including an extensive on-site physical review of records and equipment. This inspection is covered in 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.

## **H.23 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. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

**SECTION I - CONTRACT CLAUSES**

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

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

I.1	FAR 52.202-1	Definitions (JUL 2004)
I.2	FAR 52.203-3	Gratuities (APR 1984)
I.3	FAR 52.203-5	Covenant Against Contingent Fees (APR 1984)
I.4	FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
I.5	FAR 52.203-7	Anti-Kickback Procedures (JUL 1995)
I.6	FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997)
I.7	FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997)
I.8	FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (OCT 2010)
I.9	FAR 52.203-13	Contractor Code of Business Ethics and Conduct (APR 2010)
I.10	FAR 52.203-14	Display of Hotline Poster's (DEC 2007)
I.11	FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
I.12	FAR 52.204-7	Central Contractor Registration (APR 2008)
I.13	FAR 52.204-9	Personal Identity Verification of Contractor Personnel (SEP 2007)
I.14	FAR 52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards. (DEC 2010)
I.15	FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010)
I.16	FAR 52.215-2	Audit and Records – Negotiation (OCT 2010)
I.17	FAR 52.215-8	Order of Precedence - Uniform Contract Format (OCT 1997)
I.18	FAR 52.215-10	Price Reduction for Defective Cost or Pricing Data (OCT 2010)
I.19	FAR 52.215-11	Price Reduction for Defective Cost or Pricing Data – Modifications (OCT 2010)
I.20	FAR 52.215-12	Subcontractor Cost or Pricing Data (OCT 2010)
I.21	FAR 52.215-13	Subcontractor Cost or Pricing Data – Modifications (OCT 2010)
I.22	FAR 52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 2010)
I.23	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010) - Alternate II (OCT 1997)
I.24	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)
I.25	FAR 52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010) - Alternate IV (OCT 2010)
I.26	FAR 52.216-7	Allowable Cost and Payment (DEC 2002)

I.27	FAR 52.219-6	Notice of Total Small Business Set-Aside (June 2003)
I.28	FAR 52.219-8	Utilization of Small Business Concerns (JAN 2011)
I.29	FAR 52.219-14	Limitations on Subcontracting (DEC 1996)
I.30	FAR 52.219-28	Post-Award Small Business Program Representation. (APR 2009)
I.31	FAR 52.222-1	Notice to the Government of Labor Disputes (FEB 1997)
I.32	FAR 52.222-3	Convict Labor (JUN 2003)
I.33	FAR 52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005)
I.34	FAR 52.222-20	Walsh-Healey Public Contracts Act (OCT 2010)
I.35	FAR 52.222-26	Equal Opportunity (MAR 2007)
I.36	FAR 52.222-35	Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010)
I.37	FAR 52.222-36	Affirmative Action for Workers with Disabilities (OCT 2010)
I.38	FAR 52.222-37	Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006)
I.39	FAR 52.222-41	Service Contract Act of 1965 (NOV 2007)
I.40	FAR 52.223-3	Hazardous Material Identification and Material Safety Data
I.41	FAR 52.223-3	Hazardous Material Identification and Material Safety Data. (JAN 1997) - Alternate I (JUL 1995)
I.42	FAR 52.223-6	Drug-Free Workplace (MAY 2001)
I.43	FAR 52.223-7	Notice of Radioactive Materials. (JAN 1997)
I.44	FAR 52.223-14	Toxic Chemical Release Reporting (AUG 2003)
I.45	FAR 52.223.18	Contractor Policy to Ban Text Messaging While Driving. (SEP 2010)
I.46	FAR 52.224-1	Privacy Act Notification (APR 1984)
I.47	FAR 52.224-2	Privacy Act (APR 1984)
I.48	FAR 52.225-13	Restrictions on Certain Foreign Purchases. (JUN 2008)
I.49	FAR 52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (SEP 2010)
I.50	FAR 52.226-1	Utilization of Indian Organizations and Indian-Owned Economic Enterprises (JUN 2000)
I.51	FAR 52.226-6	52.226-6 Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009)
I.52	FAR 52.227-1	Authorization and Consent (DEC 2007)
I.53	FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007)
I.54	FAR 52.227-3	Patent Indemnity (APR 1984)
I.55	FAR 52.227-14	Rights in Data – General (JUN 1987)
I.56	FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)
I.57	FAR 52.229-3	Federal, State, and Local Taxes (APR 2003)
I.58	FAR 52.232-1	Payments (APR 1984)
I.59	FAR 52.232-4	Payments under Transportation Contracts and Transportation-Related Services Contracts. (APR 1984)
I.60	FAR 52.232-8	Discounts for Prompt Payment (FEB 2002)
I.61	FAR 52.232-9	Limitation on Withholding of Payments. (APR 1984)
I.62	FAR 52.232-11	Extras (APR 1984)
I.63	FAR 52.232-16	Progress Payments (AUG 2010)
I.64	FAR 52.232-17	Interest (OCT 2010)
I.65	FAR 52.232-22	Limitation of Funds Substitute "Task order" for "Schedule" (APR 1984)
I.66	FAR 52.232-23	Assignment of Claims (JAN 1986)
I.67	FAR 52.232-23	Assignment of Claims (JAN 1986) Alternate I (APR 1984)
I.68	FAR 52.232-25	Prompt Payment (OCT 2008)
I.69	FAR 52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003)
I.70	FAR 52.233-1	Disputes (JUL 2002)
I.71	FAR 52.233-1	Disputes. (JUL 2002) - Alternate I (DEC 1991)

I.72	FAR 52.233-3	Protest after Award (AUG 1996)
I.73	FAR 52.233-4	Applicable Law for Breach of Contract Claim. (OCT 2004)
I.74	FAR 52.237-3	Continuity of Services (JAN 1991)
I.75	FAR 52.242-1	Notice of Intent to Disallow Costs (APR 1984)
I.76	FAR 52.242-12	Report of Shipment (REPSHIP) (JUN 2003)
I.77	FAR 52.242-13	Bankruptcy (JUL 1995)
I.78	FAR 52.243-1	Changes-Fixed Price (AUG 1987)
I.79	FAR 52.243-1	Changes - Fixed-Price. (AUG 1987) - Alternate IV (APR 1984)
I.80	FAR 52.243-2	Changes-Cost Reimbursement (AUG 1987)
I.81	FAR 52.244-5	Competition in Subcontracting (DEC 1996)
I.82	FAR 52.244-6	Subcontracts for Commercial Items (DEC 2010) Alternate I (June 2010)
I.83	FAR 52.245-9	Use and Charges. (AUG 2010)
I.84	FAR 52.246-16	Responsibility for Supplies (APR 1984)
I.85	FAR 52.246-25	Limitation of Liability – Services (FEB 1997)
I.86	FAR 52.247-63	Preference for U.S.-Flag Air Carriers (JUN 2003)
I.87	FAR 52.247-64	Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)
I.88	FAR 52.247-68	Report of Shipment (REPSHIP) (FEB 2006)
I.89	FAR 52.249-2	Termination for Convenience of the Government (Fixed-Price) (MAY 2004)
I.90	FAR 52.249-6	Termination (Cost Reimbursement) (MAY 2004)
I.91	FAR 52.249-8	Default (Fixed-Price Supply and Service) (APR 1984)
I.92	FAR 52.249-14	Excusable Delays (APR 1984)
I.93	FAR 52.252-2	Clauses Incorporated by Reference (FEB 1998)
I.94	FAR 52.252-6	Authorized Deviations in Clauses (APR 1984)
I.95	FAR 52.253-1	Computer Generated Forms (JAN 1991)
I.96	DEAR 952.202-1	Definitions
I.97	DEAR 952.204-75	Public Affairs (DEC 2000)
I.98	DEAR 952.208-70	Printing (APR 1984)
I.99	DEAR 952.209-72	Organizational Conflicts of Interest (Aug 2009)
I.100	DEAR 952.216-7	Allowable Cost and Payment
I.101	DEAR 952.231-71	Insurance-Itigation and Claims. (AUG 2009)
I.102	DEAR 952.250-70	Nuclear Hazards Indemnity Agreement (June 1996)
I.103	DEAR 952-251-70	Contractor Employee Travel Discounts. (AUG 2009)
I.104	DEAR 970.5203-3	Contractor's Organization (DEC 2000)

## FULL TEXT CLAUSES

### 1.105 FAR 52.215-19 Notification of Ownership Changes (OCT 1997)

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

### 1.106 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.

### 1.107 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 as specified in H.20, "Minimum and Maximum Order Quantities," 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 as specified in H.20, "Minimum and Maximum Order Quantities;"
  - (2) Any order for a combination of items in excess of as specified in H.20, "Minimum and Maximum Order Quantities;" or
  - (3) A series of orders from the same ordering office within 60 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.108 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 24 months from the effective date of the contract or after 24 months from the beginning of an Option Period if the Government exercises the Option Period.

**I.109 FAR 52.217-8 Option to Extend Services (NOV 1999)**

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days.

**I.110 FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor within 10 days before the end of the base and/or option period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months from the effective date of the contract.

**I.111 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)**

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only.*

*It is not a Wage Determination*

Employee Class	Monetary Wage -- Fringe Benefits
QA Technician	\$22.81
Administrative Assistant	\$18.65
Truck Drivers - Tractor/Trailer	\$19.39/\$18.36 (New Mexico/Texas)
Mechanics	\$22.53/\$21.01 (New Mexico/Texas)

The applicable hourly rates for Truck Drivers and Mechanics are dependent on the location of the terminal. The hourly rates for the QA Technician and Administrative Assistant are the same for both New Mexico and Texas.

The fringe benefit rate is \$3.50/hour which is in addition to the above hourly rates.

**I.112 FAR 52.222-43 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) (SEPT 2009)**

- (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.
- (b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.
- (c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.
- (d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:
  - (1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;
  - (2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or
  - (3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.
- (e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.
- (f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and

its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under the contract.

**I.113 FAR 52.222-47 SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989)**

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

**I.114 FAR 52.222-54 Employment Eligibility Verification (Jan 2009)**

(a) *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of

this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts.* The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for—*

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

**I.115 FAR 52.228-5 Insurance - Work on a Government Installation (JAN 1997)**

(a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.

(b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective -

(1) For such period as the laws of the State in which this contract is to be performed prescribe; or

(2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

**I.116 FAR 52.229-4 Federal, State, and Local Taxes (State and Local Adjustments) (APR 2003)**

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

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

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

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

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

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

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

**I.117 FAR 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (APR 2003)**

- (a) Within thirty (30) days after award of this contract, the Contractor shall advise the State of New Mexico of this contract by registering with the State of New Mexico, Taxation and Revenue Department, Revenue Division, pursuant to the Tax Administration Act of the State of New Mexico and shall identify the contract number.

(b) The Contractor shall pay the New Mexico gross receipts taxes, pursuant to the Gross Receipts and Compensating Tax Act of New Mexico, assessed against the contract fee and costs paid for performance of this contract, or of any part or portion thereof, within the State of New Mexico. The allowability of any gross receipts taxes or local option taxes lawfully paid to the State of New Mexico by the Contractor or its subcontractors will be determined in accordance with the Allowable Cost and Payment clause of this contract except as provided in paragraph (d) of this clause.

(c) The Contractor shall submit applications for Nontaxable Transaction Certificates, Form CSR-3C, to the:

State of New Mexico Taxation and Revenue Dept.  
Revenue Division  
PO Box 630  
Santa Fe, New Mexico 87509

When the Type 15 Nontaxable Transaction Certificate is issued by the Revenue Division, the Contractor shall use these certificates strictly in accordance with this contract, and the agreement between the DOE and the New Mexico Taxation and Revenue Department.

(d) The Contractor shall provide Type 15 Nontaxable Transaction Certificates to each vendor in New Mexico selling tangible personal property to the Contractor for use in the performance of this contract. Failure to provide a Type 15 Nontaxable Transaction Certificate to vendors will result in the vendor's liability for the gross receipt taxes and those taxes, which are then passed on to the Contractor, shall not be reimbursable as an allowable cost by the Government.

(e) The Contractor shall pay the New Mexico compensating user tax for any tangible personal property which is purchased pursuant to a Nontaxable Transaction Certificate if such property is not used for Federal purposes.

(f) Out-of-state purchase of tangible personal property by the Contractor which would be otherwise subject to compensation tax shall be governed by the principles of this clause. Accordingly, compensating tax shall be due from the contractor only if such property is not used for Federal purposes.

(g) The DOE may receive information regarding the Contractor from the Revenue Division of the New Mexico Taxation and Revenue Department and, at the discretion of the DOE, may participate in any matters or proceedings pertaining to this clause or the above-mentioned Agreement. This shall not preclude the Contractor from having its own representative nor does it obligate the DOE to represent its Contractor.

(h) The Contractor agrees to insert the substance of this clause, including this paragraph (h), in each subcontract which meets the criteria in 29.401-4(b)(1) through (3) of the Federal Acquisition Regulation, 48 CFR Part 29.

(i) Paragraphs (a) through (h) of this clause shall be null and void should the Agreement referred to in paragraph (c) of this clause be terminated; provided, however, that such termination shall not nullify obligations already incurred prior to the date of termination.

#### **I.118 FAR 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)**

Funds are not presently available for performance under this contract beyond [TBD]. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [TBD], until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

#### **I.119 FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)**

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

cost, which may be deducted from the contract price.

**I.120 FAR 52.245-1 Government Property (AUG 2010) Alternate I (AUG 2010)**

(a) Definitions. As used in this clause—

“Acquisition cost” means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

“Cannibalize” means to remove parts from Government property for use or for installation on other Government property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

(1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;

(2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and

(3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor’s managerial personnel” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

(1) All or substantially all of the Contractor’s business;

(2) All or substantially all of the Contractor’s operation at any one plant or separate location; or

(3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual

property and software.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Property” means all tangible property, both real and personal.

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property.” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Surplus property” means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

**(b) Property management.**

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor’s responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost, stolen, damaged, or destroyed property. This requirement applies to all Government property under the Contractor’s accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

**(c) Use of Government property.**

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

- (i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;
- (ii) Required for normal maintenance; or
- (iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3) (i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the

provisions of this clause.

(ii) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(iii) If this contract contains a provision directing the Contractor to purchase property for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(A) Title to property purchased from a vendor shall pass to and vest in the Government upon the vendor's delivery of such property; and

(B) Title to all other property shall pass to and vest in the Government upon—

(1) Issuance of the property for use in contract performance;

(2) Commencement of processing of the property or its use in contract performance; or

(3) Reimbursement of the cost of the property by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

(A) Issuance of the property for use in contract performance;

(B) Commencement of processing of the property for use in contract performance; or

(C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property"), are subject to the provisions of this clause.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of

action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

- (1) The name, part number and description, manufacturer, model number, and National Stock Number (if needed for additional item identification tracking and/or disposition).
- (2) Quantity received (or fabricated), issued, and balance-on-hand.
- (3) Unit acquisition cost.
- (4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).
- (5) Unit of measure.
- (6) Accountable contract number or equivalent code designation.
- (7) Location.
- (8) Disposition.
- (9) Posting reference and date of transaction.
- (10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, theft, damage or destruction of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, theft, damage or destruction; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, theft, damage or destruction. Unless otherwise directed by the Property Administrator, the

Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, theft, damage or destruction to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

- (1) Date of incident (if known).
- (2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).
- (3) Quantity.
- (4) Unique-item Identifier (if available).
- (5) Accountable Contract number.
- (6) A statement indicating current or future need.
- (7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.
- (8) All known interests in commingled property of which the Government property is a part.
- (9) Cause and corrective action taken or to be taken to prevent recurrence.
- (10) A statement that the Government will receive any reimbursement covering the loss, theft, damage or destruction in the event the Contractor was or will be reimbursed or compensated.
- (11) Copies of all supporting documentation.
- (12) Last known location.
- (13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is—

- (A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, theft, damage or destruction of Government property;
- (B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or
- (C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property.

- (A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.
- (B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's

maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, theft, damage or destruction cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) The Contractor assumes the risk of, and shall be responsible for, any loss, theft, damage or destruction of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, theft, damage or destruction. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, theft, damage or destruction of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

- (1) Any delay in delivery of Government-furnished property.
  - (2) Delivery of Government-furnished property in a condition not suitable for its intended use.
  - (3) An increase, decrease, or substitution of Government-furnished property.
  - (4) Failure to repair or replace Government property for which the Government is responsible.
- (j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures).

(C) Inventory disposal schedules shall be submitted for all aircraft regardless of condition, flight safety critical aircraft parts, and scrap that—

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals that are economically beneficial to recover; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

(A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;

(B) May purchase the property at the acquisition cost; or

(C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to

a supplier under paragraph (j)(2)(i)(C) of this clause.

**(3) Inventory disposal schedules.**

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify—

(A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;

(B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and

(C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—

(A) Special test equipment with commercial components;

(B) Special test equipment without commercial components;

(C) Printing equipment;

(D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);

(E) Precious metals in raw or bulk form;

(F) Nonnuclear hazardous materials or hazardous wastes; or

(G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

(A) Any additional information that may facilitate understanding of the property's intended use.

(B) For work-in-progress, the estimated percentage of completion.

(C) For precious metals, the type of metal and estimated weight.

(D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.

(E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

**(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—**

(i) 30-days following the Contractor's determination that a Government property item is no longer required

for performance of this contract;

(ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or

(iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may—

(i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and

(ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage.

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

#### **I.121 DEAR 952.203-70 Whistleblower Protection for Contractor Employees (DEC 2000)**

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

#### **I.122 DEAR 952.204-2 Security (MAY 2002)**

- (a) Responsibility. It is the Contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the Contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.
- (b) Regulations. The Contractor agrees to comply with all security regulations and requirements of DOE in effect on the date of award.
- (c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.
- (d) Definition of restricted data. The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- (e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.
- (f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or

prior Orders to require protection against unauthorized disclosure, and which is so designated.

- (g) Definition of Special Nuclear Material (SNM). SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) Security clearance of personnel. The Contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.
- (i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12356.)
- (j) Foreign Ownership, Control or Influence.
  - (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.
  - (2) If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.
  - (3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or special nuclear material.
  - (4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.
  - (5) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

#### **I.123 DEAR 952.204-70 Classification/Declassification (SEP 1997)**

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of

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

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

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

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

**I.124 DEAR 970.5223-1 Integration of Environmental, Safety, and Health into Work Planning and Execution (DEC 2000)**

(a) For the purposes of this clause,

- (1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and
- (2) Employees include subcontractor employees.

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

- (1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.
- (2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.

- (3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.
  - (4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.
  - (5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.
  - (6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.
  - (7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.
- (c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:
- (1) Define the scope of work;
  - (2) Identify and analyze hazards associated with the work;
  - (3) Develop and implement hazard controls;
  - (4) Perform work within controls; and
  - (5) Provide feedback on adequacy of controls and continue to improve safety management.
- (d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.
- (e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.
- (f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.
- (g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by

a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

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

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

**I.125 DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites (DEC 2010)**

(a) **Program Implementation.** The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.

(b) **Remedies.** In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.

(c) **Subcontracts.**

(1) The Contractor agrees to notify the contracting officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR Part 707.

(2) The DOE prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE prime Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.

(3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

**SECTION J - LIST OF ATTACHMENTS**

**J.1 List of Attachments**

**The following attachments constitute part of this contract:**

- A: Government Furnished Property (GFP) List**
- B: Reporting Requirements Checklist**
- C.1: Wage Rate Determination Number 1996-0223 Revision 28**
- C.2: Wage Rate Determination Number 2005-2512 Revision 13**
- D: Office of Environmental Management FY 2011 Performance Agreement with the Assistant Secretary**

**ATTACHMENT A: GOVERNMENT FURNISHED PROPERTY (GFP) LIST**

*TO BE INSERTED AT TIME OF AWARD*

**ATTACHMENT B: REPORTING REQUIREMENTS CHECKLIST**

Report	Reference	Frequency	Due Date	Approval Required	Approving Official
1. Transportation Management Plan	C.4.1	O, A	30 days after award	Y	CO
2. Incident Report	C.3.1.13.2	D		N	
3. Transition Plan	C.4.3	O	Three days after award	Y	CO
4. Exit Transition Plan	C.4.3	R	60 days prior to contract end date	Y	CO
5. Monthly Summary Report a. CVSA Report Including Violations* b. Downtime/ Replacement Report	C.3.4.1.8	M, A	1 <sup>st</sup> of the Month	N	
6. Request for Driver Approval	C.3.5.1.2	O, R		Y	CO
7. Driving Hour Report **		M, R		N	
8. Security Plan	C.4.4	O, A	30 days after award	Y	CO
9. Reports of loss, damage, destruction or theft of property	FAR 52.245-1 (f)(1)(vi)	R		Y	CO
10. Final physical completion or termination inventory	FAR 52.245-1 (f)(1)(iv)	R	45 days prior to contract completion or upon termination	Y	CO
11. QA Plan	C.4.6	O, A	30 days after award	Y	CO
12. ISMS Description	C.4.7	O, A	30 days after award	Y	CO
13. Job Hazards Analysis	C.4.7	O, R	Prior to first shipment	Y	CO
14. Driver Vehicle Inspection Record (DVIR)	C.3.4.1.2.	R	Only when deficiencies identified	N	
15. Workplace Substance Abuse Program	K.8 (DEAR 970.5223-3)	O	30 days after award	N	

- \* 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  
A = Annually (12 months after award)  
D = Within 24 hours after incident  
M = Monthly  
R = As Required

Distribution:

One electronic and one hard copy shall be submitted to the CO and COR as listed below:

DOE CO Address:

U.S. Department of Energy, Carlsbad Field Office  
Attn: Diane Snow  
P.O. Box 3090  
Carlsbad, NM 88221-3090  
Email: [diane.snow@wipp.ws](mailto:diane.snow@wipp.ws)

DOE COR Address:

U.S. Department of Energy, Carlsbad Field Office  
Attn: J.R. Stroble  
P.O. Box 3090  
Carlsbad, NM 88221-3090  
Email: [j.r.stroble@wipp.ws](mailto:j.r.stroble@wipp.ws)

**ATTACHMENT C.1: WAGE RATE DETERMINATION NUMBER 1996-0223 REVISION 28**

WD 96-0223 (Rev.-28) was first posted on www.wdol.gov on 11/30/2010  
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

Shirley F. Ebbesen	Division of Wage	Wage Determination No: 1996-0223
Director	Determinations	Revision No: 28
		Date Of Revision: 11/24/2010

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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, Rhode Island, and Vermont;

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: \$3.50 per hour or \$140.00 per week or \$606.67 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): \$1.42 per hour, or \$56.80 per week, or \$246.13 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 \$3.50 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 links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site 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. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**ATTACHMENT C.2: WAGE RATE DETERMINATION NUMBER 2005-2512 REVISION 14**

\*\*\*\*\* THIS WAGE DETERMINATION WAS REPLACED 06/17/2011 \*\*\*\*\*  
WD 05-2512 (Rev.-14) was first posted on www.wdol.gov on 06/07/2011  
\*\*\*\*\*

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

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2512
Director	Wage Determinations	Revision No.: 14
		Date Of Revision: 06/01/2011

States: New Mexico, Texas

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

**\*\*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
01040 - 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
01280 - Receptionist		9.47
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
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 Conditioning Mechanic	17.24
(Research Facility)	
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 Equipment 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 3) 19.99
Surface Programs	
30621 - Weather Observer, Senior	(see 3) 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 \$3.50 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 4174)

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) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) 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 regrading 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.

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 links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site 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. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees

themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**Attachment D: Office of Environmental Management FY 2011 Performance Agreement with the Assistant Secretary**

FY 2011

Annual Performance Agreement  
with the Assistant Secretary



U.S. Department of Energy  
Office of Environmental Management

Revision 0 – December 16, 2010

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## **Office of Environmental Management Performance Agreement with the Assistant Secretary**

### **Overview**

The Office of Environmental Management (EM) is working to complete the safe cleanup of the environmental legacy brought about from five decades of nuclear weapons development and government-sponsored nuclear energy research. For FY 2011, EM's commitments advance the program and management goals, priorities, and expectations of Assistant Secretary Inés Triay and move us toward a more efficient and effective organization. We have begun the difficult task of developing and implementing a new business model that reflects a management philosophy of empowering the Field with the authorities and resources necessary to successfully execute the EM Program mission. This business model also supports EM leadership's vision of creating an enduring management model that normalizes and enhances EM's ability to function as a high-performing organization. The expectation is that EM will perform at such a high level that the Government Accountability Office removes it from the list of high-risk organizations. This new business model will be a major step forward in achieving this goal.

### **Building on Our Success**

Since the start of the EM organization in the late 1980s, we have accomplished much for the Nation in fulfilling our cleanup mission. In FY 2011, we will continue to build on our progress by improving our safety performance; realigning the Headquarters/Field authorities and resources; improving project performance; achieving excellence in leadership; and establishing strategic options for the EM portfolio.

### **Improving Our Processes**

With the new business model, we are improving the measures for these commitments. They are more specific, quantified, and meaningful for managers, employees, and stakeholders. This agreement is the commitment by the Environmental Management leadership team to turn resources into results. We will continually improve EM as we create an organization that works better and costs less.

EM's primary responsibility is the safe cleanup of the environmental legacy. It is the purpose 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 material treated and disposed of, 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 safety performance, project and contract management, and excellence in business management practices and leadership.

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## Mission

*To safely transform the environmental legacy into assets available for the Nation's future by completing quality cleanup work on schedule and within cost, delivering demonstrated value to the American taxpayer.*

## Vision

*To be viewed as one of the best managed government programs and the employer of choice in the Federal Government.*

## Principles and Values

In February 2010, Secretary of Energy Chu issued seven management principles to guide the Department of Energy in fulfilling its mission and in its daily operations. The Office of Environmental Management has fully embraced these principles.

1. Our mission is vital and urgent.
2. Science and technology lie at the heart of our mission.
3. We will treat our people as our greatest asset.
4. We will pursue our mission in a manner that is safe, secure, legally and ethically sound, and fiscally responsible.
5. We will manage risk in fulfilling our mission.
6. We will apply validated standards and rigorous peer review.
7. We will succeed only through teamwork and continuous improvement.

In addition to the Department's Management Principles, the Office of Environmental Management has developed a set of core values that serve as the "rules of the road" on our journey to excellence.

1. We care about our mission, have a sense of urgency in the pursuit of our goals and a desire for quality in our work.
2. We demonstrate accountability by taking ownership, meeting our commitments, and admitting our mistakes.
3. We acknowledge and reward individual and team successes.
4. We talk directly and honestly to each other to resolve conflict in a timely and respectful manner.
5. We communicate clearly and concisely and check for understanding.
6. We ask for help when we need it and we look for ways to help each other succeed.
7. We have a questioning attitude and pursue issues until a decision is made.

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## Program-Related Commitments

EM continues to pursue its cleanup objectives within the overall framework of achieving the greatest risk reduction benefit per radioactive content and overlaying regulatory compliance commitments and best business practices to maximize cleanup progress. To support this approach EM has prioritized its cleanup activities:

- Essential activities to maintain a safe, secure, and compliant posture in the EM complex
- Radioactive tank waste stabilization, treatment, and disposal
- Spent nuclear fuel (SNF) storage, receipt, and disposition
- Special nuclear material (SNM) consolidation, stabilization, and disposition
- Transuranic (TRU) and mixed/low-level waste (M/LLW) disposition
- Groundwater and soil remediation
- Excess facilities deactivation and decommissioning (D&D)

Under each of our Program Goals, EM has established strategies that address our most significant goals. Under each strategy, and consistent with our budget for FY 2011, we have established “measures of success.” In this FY 2011 Agreement, we have set forth a total of 21 program-related strategies and 15 measures of success.

The following Program Goals, strategies and metrics are our commitments for FY 2011 as we strive to raise the level of our overall performance. In several instances our metrics go beyond the levels defined in our individual performance plans and are intended to stretch the organization and develop a team commitment to EM’s strategic goals. Where indicated, a few of the particularly demanding metrics are expressed as ranges with the intent to bound meeting versus exceeding expectations.

### **Goal 1. Complete the three major tank waste treatment construction projects within the approved baselines.**

- Work with the Federal staff, contractors, and union representatives to ensure that the projects have the necessary tools (such as technology resources, innovative tools to maintain motivation, and a strong owner’s presence) to succeed in the most efficient manner.
- Partner with national laboratories, industry, academia, and the Corps of Engineers to ensure the best scientific and engineering resources are used, so that the technologies selected for development and deployment and the design and construction approaches used will help reduce risk, lower cost, and accelerate project completion.
- Establish an integrated design/engineering testing and commissioning framework across the EM complex to support project teams and enhance technical decision-making.
- Use the Code of Record concept to only make project changes that are essential to project success.
- Use Construction Project Reviews (CPRs) to identify and assist in resolution of key project issues related to scope, cost, schedule, project risk management, and technical approach.

- Ensure the contract fee is aligned with completion of each capital asset.  
*Success will be measured by:*

***FY 2011 Metric 1.1:** Project cost and schedule performance indices between 0.9 and 1.15.*

***FY 2011 Metric 1.2:** Ninety (90) percent of CPRs are performed as scheduled and demonstrate continuous improvement in the severity and impact of CPR recommendations.*

***FY 2011 Metric 1.3:** Ninety (90) percent of Corrective Actions associated with recommendations identified in CPRs are finished within six months of the completion of each CPR.*

***FY 2011 Metric 1.4:** Interim success parameters, including schedule milestone metrics for each project, are developed by 12/30/10, and are evaluated monthly and used to predict project success.*

**Goal 2. Reduce the life-cycle costs and accelerate the cleanup of the Cold War environmental legacy.**

- Develop an R&D roadmap for the development and application of advanced modeling and simulation tools to accelerate progress on EM challenges in 2011.
- Engage the Department's basic and applied research capabilities to develop novel methods for addressing high-level waste that can accelerate progress and reduce costs of this multi-decadal program.
- Prioritize the technology development and deployment (TDD), base, and applicable Recovery Act funds to best achieve this goal.
- Integrate and manage the TDD investment and insert technologies at appropriate maturity.
- Continue to use the National Academy of Sciences, Environmental Management Advisory Board, EM Technical Experts Group, and the expertise of EM Federal staff to inform us on how best to achieve reductions in the life-cycle cost for the tank waste mission.
- Provide Blue Ribbon Commission (BRC) information and cost benefits based on current plans and potential improvements.
- Use appropriate system planning models to demonstrate the benefit of deploying state-of-the-art technologies and/or more effective strategies in order to reduce the life-cycle cost of the tank waste cleanup mission.

*Success will be measured by:*

***FY 2011 Metric 2.1:** The Enhanced Tank Waste Strategic Investment Portfolio (ETW-SIP) is developed by 9/30/11, consistent with EM's long-term vision to accelerate the cleanup schedule by six years at Savannah River Site (SRS), reducing environmental liability/life-cycle costs by \$3 billion at SRS.*

**FY 2011 Metric 2.2:** *The Enhanced Tank Waste Strategic Investment Portfolio (ETW-SIP) is developed by 9/30/11, consistent with EM's long-term vision to accelerate the cleanup schedule by seven years at Hanford, reducing environmental liability/life-cycle costs by \$16 billion at Hanford.*

**FY 2011 Metric 2.3:** *Ensuring budget planning such that both Hanford and SRS baselines reflect the new transformational technologies required to support the ETW-SIP by 9/30/11.*

**FY 2011 Metric 2.4:** *Ensuring that requirements and appropriate baseline planning at Hanford and SRS are complete by 6/30/11 to support the ETW-SIP using new transformational technologies.*

**FY 2011 Metric 2.5:** *By 9/30/11, developing and utilizing EM's strategic planning tools to identify the benefits of deploying state-of-the-art technologies and/or more effective strategies to reduce the life-cycle cost of the tank waste cleanup mission.*

**Goal 3. Complete disposition of 90 percent of legacy TRU waste by the end of 2015.**

- Centralize the characterization of small quantity sites' TRU waste in Idaho.
- Expand and enhance Central Characterization Program capabilities.
- Utilize shielded canisters to accelerate transportation and disposal of RH TRU wastes.
- Process and dispose of Large Box TRU, utilizing the TRUPACT-III.
- Align contract incentives at Waste Isolation Pilot Plant (WIPP) and TRU generator sites to support specific legacy TRU disposition targets each year.

*Success will be measured by:*

**FY 2011 Metric 3.1:** *Attaining a disposition rate of 6,000 to 8,000 cubic meters (meets/exceeds, respectively) of TRU waste across the EM complex by 9/30/11.*

**FY 2011 Metric 3.2:** *Completing the disposition of TRU waste from six to eight (meets/exceeds, respectively) of the eight small quantity sites identified in the Carlsbad Field Office (CBFO) TRU Waste Acceleration Plan by 9/30/11.*

**FY 2011 Metric 3.3:** *Meeting 90 percent of legacy TRU disposition related site regulatory milestones by 9/30/11.*

**Goal 4. Reduce the EM legacy footprint by 40 percent by the end of 2011, leading to approximately 90 percent reduction by 2015.**

- Utilize \$6 billion from the American Recovery and Reinvestment Act.
- Work with regulators and stakeholders to ensure compliance and timely implementation of required cleanup actions.

- Focus on completion of EM activities (transuranic waste, low-level waste, soil and groundwater, and D&D) resulting in reduced environmental risks to the community.

*Success will be measured by:*

*FY 2011 Metric 4.1: Reducing the active EM footprint from 931 to approximately 560 square miles by 9/30/11.*

*FY 2011 Metric 4.2: Delivering on 90 to 100 percent (meets/exceeds, respectively) of EM's compliance commitments (acceleration of 46 milestones by 9/30/11).*

*FY 2011 Metric 4.3: Accelerating the legacy cleanup at Brookhaven National Laboratory (BNL), SLAC National Accelerator Laboratory (SLAC), and Separations Process Research Unit (SPRU) to allow completion by 9/30/11.*

### **Management-Related Commitments**

EM continues to pursue its commitment to becoming a high-performing organization guided by its vision of excellence, core values, its Roadmap to Excellence, and the implementation of its new business model. To support this approach, EM has identified the following Management Goals, strategies, and metrics for our FY 2011 contract.

Under each of our Management Goals, EM has established strategies that address our most significant goals. Under each strategy, and consistent with our budget for FY 2011, we have established "measures of success." In this FY 2011 Agreement, we have set forth a total of 16 Management-related strategies and 18 measures of success.

#### **Goal 5. Improve safety, security and quality assurance towards a goal of zero accidents, incidents, and defects.**

- Ensure that EM sites and projects integrate safety, security and quality, and evaluate performance indicators that measure these functions, throughout the applicable life-cycle including procurement, design, engineering, construction, commissioning, operation, deactivation/decommissioning, and environmental restoration.
- Use sound science and engineering along with developing a proactive relationship with the Defense Nuclear Facilities Safety Board (DNFSB) to expeditiously resolve Board concerns and issues.
- Ensure EM Headquarters and Field elements continue to identify and deploy strategies and approaches that guarantee strong safety and security cultures are in place, such as Human Performance Improvement, performance and vulnerability assessments, and enhancement of the self-assessment process, focusing improvement efforts on areas of poorest performance.
- Employ a risk-based decision-making process for operation and decommissioning of EM facilities.

*Success will be measured by:*

*FY 2011 Metric 5.1: Maintaining an average Total Recordable Case rate of <1.3 and a Days Away from Work, Restricted Work or Transfer case rate of <0.6 – 0.7 (exceeds/meets, respectively).*

*FY 2011 Metric 5.2: Attain and maintain zero cases where poor quality assurance practices by vendors, subcontractors, and prime contractors results in the installation of defective equipment or software within EM nuclear facilities.*

*FY 2011 Metric 5.3: Attain a level of zero to 20 percent overdue action items (exceeds/meets, respectively) resulting from DNFSB letters or recommendations, as identified in the DOE Safety Issues Management System by 9/30/11.*

*FY 2011 Metric 5.4: Developing a concise statement by 9/30/11 that defines EM's vision that can be used to improve the effectiveness and focus of EM's annual ISM validation.*

*FY 2011 Metric 5.5: Developing an interim EM risk informed decision-making policy, and associated requirements and guidance by 9/30/11.*

**Goal 6. Improve contract and project management with the objective of delivering results on time, and within cost.**

- Use the EM Contract and Project Management Corrective Action Plan as a starting point and create an internal quality assurance process that will lead to successful and sustained execution of EM contract and project management improvements.
- Improve and expand the use of independent contract and project reviews, construction project reviews, peer reviews, and external independent reviews to keep contracts and projects aligned and on track. Conduct verification and validation reviews to ensure that performance data is credible and reliable.
- Strengthen the integration of acquisition and project management processes so that contract statements of work and deliverables are based on clear project requirements, robust front-end planning and risk analysis, ensuring that nuclear safety requirements are addressed early, and changes to contract and project baseline and the contract are managed through strict and timely change control processes.
- Complete restructuring of the EM cleanup projects into smaller, more definitive capital projects and non-capital operations activities. Adhere to DOE Order 413.3A for planning and execution of capital assets and follow the same discipline for managing the non-capital asset operations activities, e.g., establishing approval authorities, performance goals and metrics, project director designation, and change control procedures.
- Become a stronger owner by holding contractors accountable and pursue partnering relationships to create win-win scenarios, where both the Federal staff and contractor staff understand and respect the rules of engagement and build better business relationships. Also, build stronger relationships with oversight organizations to improve communications and demonstrate transparency and accountability in EM's contract and project management.

- Develop EM-specific cost estimating policy, guidance, historical cost databases, and expertise to improve our ability to perform Independent Government Cost Estimates as well as Independent Cost Reviews and validation of contractor-generated cost estimates.
- Invest in personnel development by providing training and career development in contract and project management.

*Success will be measured by:*

*FY 2011 Metric 6.1: Completing 90 percent of capital asset projects (initiated after the DOE Root Cause Analysis report was issued) within 10 percent of original cost and schedule performance baselines unless otherwise impacted by a directed change by 9/30/11.*

*FY 2011 Metric 6.2: Maintaining at least 95 to 98 percent (meets/exceeds, respectively) of project performance data reporting in IPABS/PARS II error free by 9/30/11.*

*FY 2011 Metric 6.3: Approving 80 percent of contract performance baselines within 180 days from contractor's final accepted submission.*

*FY 2011 Metric 6.4: Finalizing 80 percent of change orders within 180 days.*

*FY 2011 Metric 6.5: Negotiating 90 percent of project changes that require contract modifications in advance of Acquisition Executive approval by 9/30/11.*

*FY 2011 Metric 6.6: Managing life-cycle costs within five percent of current EM program portfolio using FY 2011 Budget and Planning Guidance by 9/30/11.*

*FY 2011 Metric 6.7: Implementing partnering agreements for at least five major contracts by 9/30/11.*

*FY 2011 Metric 6.8: Ensuring 85 percent of contracting series workforce has appropriate certification.*

*FY 2011 Metric 6.9: Ensuring 90 percent of projects have Federal Project Directors certified at the appropriate level assigned to projects no later than Critical Decision 3.*

*FY 2011 Metric 6.10: Achieving EM overall prime contract small business goal of five percent.*

**Goal 7. Achieve excellence in management and leadership, making EM one of the best places to work in the Federal Government.**

- Benchmark best-in-class agencies (the Nuclear Regulatory Commission ranked number one in this year's Partnership for Public Service [PPS] survey) and develop improvement plans in the areas of leadership, planning, performance tracking, work/business processes, customer service/relations, and accountability.
- Utilize the Federal Employee Viewpoint Survey (EVS), the PPS Survey, and follow-up targeted surveys such as 360-degree evaluations to address those attributes of management and leadership that EM must direct particular attention to if it is to become best-in-class in the Federal Government.
- Create an EM Continuous Improvement Program that incorporates all lessons learned from previous oversight reports to improve the efficiency and effectiveness of EM operations.
- Establish sustainability goal targets for Field Offices and projects.
- Support DOE corporate management improvement initiatives.

*Success will be measured by:*

***FY 2011 Metric 7.1:** Developing and implementing a Continuous Improvement Program by 3/31/11 and measuring performance through monthly reviews.*

***FY 2011 Metric 7.2:** Implementing 75 percent of recommendations of the Employee Viewpoint Survey Working Group and soliciting feedback by 9/01/11.*

***FY 2011 Metric 7.3:** Conducting benchmarking with best-in-class agencies by 3<sup>rd</sup> Quarter FY 2011, and performing a gap analysis and developing recommended actions to close gaps by 9/30/11.*

### **Measurement and Monitoring of Performance**

To maintain focus, a sense of urgency, and to have a real impact on performance, there will be periodic reviews of progress, discussion of difficulties encountered, and agreement on appropriate actions. These reviews will be held between the Assistant Secretary and/or her designees and EM's management leadership. Any specific reporting requirements will be developed jointly with the EM managers.

### **Assistant Secretary Support**

In order to accomplish the goals herein described, it is the Assistant Secretary's objective to provide visible, high profile support by:

- Ensuring that the necessary resources are in place to promote the success of these goals;
- Communicating goal achievement and progress periodically through EM Updates, EMFEDCAST and other media;
- Championing each X-Team's efforts to implement their action plans;

- Formally recognizing superior efforts in achieving goals through incentive awards; and,
- Communicating, negotiating and mitigating responses and issues with senior Department and private sector officials.

### **Terms of Agreement**

This agreement is intended to improve the internal management of the U.S. Department of Energy's Office of Environmental Management and is not intended to and does not create any right, benefit, trust or responsibility, substantive or procedural, enforceable by law or equity by any party against the U.S. Department of Energy, its agencies, its officers, or any person. This agreement will remain in effect until modified. It is expected that it will be updated annually to reflect significant changes in budget, policy, personnel or other factors that may affect the accomplishment of objectives. This agreement represents our joint commitment to an EM that works better, costs less, and fulfills our sacred trust to the American People.