

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 Trailer 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
Base Period	11 Tractor Teams ¹	11 Tractor Teams ¹	0 tractors	19 tractors	0 trailers	40 trailers	0 teams	19 teams
Option Period 1	11 Tractor Teams ¹	11 Tractor Teams ¹	0 tractors	19 tractors	0 trailers	40 trailers	0 teams	19 teams
Option Period 2	11 Tractor Teams ¹	11 Tractor Teams ¹	0 tractors	19 tractors	0 trailers	40 trailers	0 teams	19 teams
Option Period 3	11 Tractor Teams ¹	11 Tractor Teams ¹	0 tractors	19 tractors	0 trailers	40 trailers	0 teams	19 teams
Option Period 4	11 Tractor Teams ¹	11 Tractor Teams ¹	0 tractors	19 tractors	0 trailers	40 trailers	0 teams	19 teams

¹ 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.