SOLICITATION, OFFER AND AWARD

1 THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) — RATING —

PAGE 1 OF PAGES 123

2 CONTRACT NUMBER	3 SOLICITATION NUMBER	4 TYPE OF SOLICITATION	5 DATE ISSUED	6 REQUISITION/PURCHASE NUMBER
DE-EM0002405	DE-SOL-0001970	☐ SEALED BID (IFB) ☒ NEGOTIATED (RFP)	03/13/2012	

7 ISSUED BY — CODE 03001

ENCBC
U.S. Department of Energy
EM Consolidated Business Center
250 E. 5th Street, Suite 500
Cincinnati OH 45202

8 ADDRESS OFFER TO (If other than Item 7)

US Department of Energy
Attn: William Hensley
110 Boggs Lane, Suite 450
Springdale, OH 45246

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

SOLICITATION

9 Sealed offers in original and 10 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried, in the depository located at _____ until 1500 ET (Hour) local time 05/02/2012 (Date)

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

10. FOR INFORMATION CALL:	A. NAME	B. TELEPHONE (NO COLLECT CALLS) AREA CODE	NUMBER	EXT	C. E-MAIL ADDRESS
	Christopher A. Lockhart	513	744-0996		[illegible]

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 FORM	1	X	I	CONTRACT CLAUSES	15
X	B	SUPPLIES OR SERVICES AND PRICES/COSTS	27			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.	
X	C	DESCRIPTION/SPECS./WORK STATEMENT	15	X	J	LIST OF ATTACHMENTS	6
X	D	PACKAGING AND MARKING	1			PART IV - REPRESENTATIONS AND INSTRUCTIONS	
X	E	INSPECTION AND ACCEPTANCE	2	X	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS	13
X	F	DELIVERIES OR PERFORMANCE	2				
X	G	CONTRACT ADMINISTRATION DATA	4	X	L	INSTRS., CONDS. AND NOTICES TO OFFERORS	18
X	H	SPECIAL CONTRACT REQUIREMENTS	15	X	M	EVALUATION FACTORS FOR AWARD	3

OFFER *(Must be fully completed by offeror)*

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

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 240 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8)	10 CALENDAR DAYS (%)	20 CALENDAR DAYS (%)	30 CALENDAR DAYS (%)	CALENDAR DAYS (%)

14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated)	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE
	001	04/24/12	003	9/20/12
	002	8/12/12	004	12/4/12

15A. NAME AND ADDRESS OF OFFEROR — CODE 1KX61 — FACILITY

Waste Control Specialists LLC
5430 LBJ Freeway, Suite 1700
Dallas, Texas 75420-2620

16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)

Rodney A. Baltzer
President

15B. TELEPHONE NUMBER AREA CODE	NUMBER	EXT	15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE	17. SIGNATURE	18. OFFER DATE
972	715-9800		☒	[signature]	May 2, 2012

AWARD *(To be completed by government)*

19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
See Attached		

22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: ☐ 10 U.S.C. 2304(c) ( ) ☐ 41 U.S.C. 253(c) ( )

23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) — ITEM See Section G

24. ADMINISTERED BY (If other than Item 7) — CODE 03001

25. PAYMENT WILL BE MADE BY — CODE

See Section G

26. NAME OF CONTRACTING OFFICER (Type or print)

William B. Hensley

27. UNITED STATES OF AMERICA (Signature of Contracting Officer) — [signature]

28. AWARD DATE 4/12/13

IMPORTANT: Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is unusable

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

THE TEXAS SOLUTION

Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal or quotation.

Waste Control Specialists LLC

2. Contract Number
DE-EM0002405

AWARD *(To be completed by government)*		
19. ACCEPTED AS TO ITEMS NUMBERED	20. AMOUNT	21. ACCOUNTING AND APPROPRIATION
1001, 1002, 1003, 1004, 2001, 2002, 2003, 2004, 3001, 3002, 3003, 3004, 4001, 4002, 4003, 4004, 5001, 5002, 5003, 5004, 6001, 6002, 6003, 6004, 8001, 8002, 8003, 8004, 9004, 9005, 10001, 10002 , 1005, 1006	$0	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-SOL-0001970	2	123

NAME OF OFFEROR OR CONTRACTOR

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	FOB: Destination Period of Performance: 09/02/2012 to 09/02/2017				
00001	Hazardous waste disposal				
	WCS Remittance Address: Waste Control Specialists LLC Attn: Treasury Dept. 5340 LBJ Fwy Suite 1700 Dallas, TX 75240				

Use or disclosure of data contained on this page is subject to the restriction on the title page of this proposal or quotation.

PART I – THE SCHEDULE

SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 ITEMS BEING ACQUIRED

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract and any task order as furnished by the Contracting Officer (CO) and otherwise do all things necessary for, or incidental to, the performance of task orders issued under this contract to accomplish the objectives and requirements of Section C, Performance Work Statement. The Contractor shall receive orders to accomplish the tasks for the period stipulated in the task order. All work under this contract shall be performed under task orders issued and authorized as detailed in Section H.7, Ordering Procedures.

B.2 TYPE OF CONTRACT (MAR 2004)

This is an Indefinite Delivery/Indefinite Quantity (ID/IQ) contract consisting of Contract Line Item Numbers (CLIN(s)) that are fixed unit prices with economic price adjustments in accordance with Section H.29, Economic Price Adjustment – Taxes and Fees.

B.3 MINIMUM/MAXIMUM QUANTITIES

a. In accordance with Section I Clause, FAR 52.216-22, Indefinite Quantity, the minimum quantity to be ordered under this contract is 10% of the Total Estimated Quantities for all CLIN(s) for which an award is made, or 100 cubic yards, whichever is less. The minimum quantity may be ordered under one or more task orders and under one or more CLIN(s).

b. In accordance with Section I Clause, FAR 52.216-22, Indefinite Quantity, the maximum quantity which may be ordered under this contract is 1,000,000 cubic yards for all CLIN(s). This maximum quantity includes the quantities under orders issued by the Department of Energy (DOE) offices (including the National Nuclear Security Administration, Laboratories and Project Offices) as well as orders issued by any DOE Prime Contractor or Subcontractor to a DOE Prime Contractor performing environmental cleanup services for DOE.

c. The minimum and maximum quantities specified in paragraphs a. and b. of this clause apply to all CLIN(s) combined and not to an individual CLIN and is applicable to the entire period of contract performance and not an individual year.

B.4 LIMITATION OF FUNDS

The total amount of funds allotted to the contract for work under task orders will be provided on each task order.

B.5 CONTRACT LINE ITEM PRICES

The firm-fixed unit prices for the CLIN(s) are as stated below:

Price Schedule
Year 1

CLIN #	**Schedule of Services**	Estimated Quantity	Unit of Measure	Unit Price
	Class A LLW			
1001 *See Notes 6 and 9*	Baseline soil disposal rate: bulk in lined railcar	6,700	yd^3	$431.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	$44.00
1002 *See Note 9*	Baseline soil disposal rate: bulk in lined truck	6,700	yd^3	$388.00
	Surcharges			
	Intermodal by truck		yd^3	$29.00
	Soft side bags by truck		yd^3	$70.00
	Truck rolloff containers		yd^3	$29.00
	B-25 containers by truck		yd^3	$153.00
	Drums by truck		yd^3	$237.00
	Other containers by truck		yd^3	$237.00
1003 *See Notes 6, 7, 8 and 9*	Baseline debris disposal rate: bulk in lined railcar	10,800	yd^3	$802.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	$41.00
	Large components		yd^3	$2,881.00
1004 *See Notes 7, 8 and 9*	Baseline debris disposal rate: bulk in lined truck	10,800	yd^3	$762.00
	Surcharges			
	Intermodal by truck		yd^3	$41.00
	Soft side bags by truck		yd^3	$81.00
	Truck rolloff containers		yd^3	$41.00
	B-25 containers by truck		yd^3	$201.00
	Drums by truck		yd^3	$361.00
	Other containers by truck		yd^3	$361.00
	Oversize		yd^3	$81.00
	Large components *(See Note 12)*		yd^3	$2,921.00
1005 *See Note 5*	Baseline depleted uranium converted product disposal rate: Cylinders delivered by railcar	15,000	yd^3	$1,367.00
1006 *See Note 5*	Baseline depleted uranium converted product disposal rate: Cylinders delivered by truck	15,000	yd^3	$1,456.00
	Class B LLW			

CLIN #	**Schedule of Services**	Estimated Quantity	Unit of Measure	Unit Price
2001	Baseline soil disposal rate: container by truck	10	yd^3	$5,052.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $594.00
	Drums by truck		yd^3	$6,107.00
2002	Baseline soil disposal rate: container in railcar	10	yd^3	$5,052.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
2003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$5,052.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $594.00
	Drums by truck		yd^3	$6,107.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$304.00
2004 *See Note 8*	Baseline debris disposal rate: container in railcar	10	yd^3	$5,052.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$304.00
	Class C LLW			
3001	Baseline soil disposal rate: container by truck	10	yd^3	$5,052.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $594.00
	Drums by truck		yd^3	$6,107.00
3002	Baseline soil disposal rate: container in railcar	10	yd^3	$5,052.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
3003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$5,052.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $594.00
	Drums by truck		yd^3	$6,107.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$304.00
3004 *See Note 8*	Baseline debris disposal rate: container in railcar	10	yd^3	$5,052.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$304.00
	Class A MLLW			
4001 *See Note 9*	Baseline soil disposal rate: Intermodal by railcar	480	yd^3	$1,115.00

CLIN #	**Schedule of Services**	Estimated Quantity	Unit of Measure	Unit Price
	Surcharges			
	Other containers by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	$214.00
4002 *See Notes 7 and 9*	Baseline soil disposal rate: Intermodal by truck	480	yd^3	$1,115.00
	Surcharges			
	B-25 containers by truck		yd^3	$321.00
	Drums by truck		yd^3	$535.00
	Other containers by truck		yd^3	$535.00
	Soft side bags by truck		yd^3	$107.00
4003 *See Notes 8 and 9*	Baseline debris disposal rate: Intermodal by railcar	2,900	yd^3	$1,209.00
	Surcharges			
	Other containers by railcar		yd^3	$476.00
	Oversize		yd^3	$119.00
	Large components *(See Note 12)*		yd^3	$2,495.00
4004 *See Notes 7, 8 and 9*	Baseline debris disposal rate: Intermodal by truck	2,900	yd^3	$1,209.00
	Surcharges			
	B-25 containers by truck		yd^3	$238.00
	Drums by truck		yd^3	$476.00
	Other containers by truck		yd^3	$357.00
	Oversize		yd^3	$0.00
	Large components *(See Note 12)*		yd^3	$2,495.00
	Class B MLLW			
5001	Baseline soil disposal rate: container by truck	10	yd^3	$5,988
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $743.00
	Drums by truck		yd^3	$5,667.00
	Soft side bags by truck		yd^3	- $743.00
5002	Baseline soil disposal rate: container by railcar	10	yd^3	$5,988.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	- $743.00
5003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$5,964.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $743.00
	Drums by truck		yd^3	$5,667.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$304.00
5004 *See Note 8*	Baseline debris disposal rate: container by railcar	10	yd^3	$5,964.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00

CLIN #	Schedule of Services	Estimated Quantity	Unit of Measure	Unit Price
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$304.00
	Class C MLLW			
6001	Baseline soil disposal rate: container by truck	10	yd^3	$5,988.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $743.00
	Drums by truck		yd^3	$5,667.00
	Soft side bags by truck		yd^3	- $743.00
6002	Baseline soil disposal rate: container by railcar	10	yd^3	$5,988.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	- $743.00
6003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$5,964.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $743.00
	Drums by truck		yd^3	$5,667.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$304.00
6004 *See Note 8*	Baseline debris disposal rate: container by railcar	10	yd^3	$5,964.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$304.00
	11e(2) byproduct material			
7001	Baseline disposal rate: container by railcar	10	yd^3	N/A
7002	Baseline disposal rate: container by truck	10	yd^3	N/A
	TENORM			
8001	Baseline soil disposal rate: bulk in lined railcar	10	yd^3	$88.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
8002	Baseline soil disposal rate: bulk in lined truck	10	yd^3	$88.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	Soft side bags by truck		yd^3	$53.00
	Truck rolloff containers		yd^3	$18.00
	B-25 containers by truck		yd^3	$352.00
	Drums by truck		yd^3	$616.00
	Other containers by truck		yd^3	$352.00
8003 *See Note 10*	Baseline debris disposal rate: bulk in lined railcar	10	yd^3	$136.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00

CLIN #	**Schedule of Services**	Estimated Quantity	Unit of Measure	Unit Price
	Oversize		yd^3	$0.00
	Large components *(See Note 12)*		yd^3	$304.00
8004 *See Note 10*	Baseline debris disposal rate: bulk in lined truck	10	yd^3	$122.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	Soft side bags by truck		yd^3	$74.00
	Truck rolloff containers		yd^3	$25.00
	B-25 containers by truck		yd^3	$488.00
	Drums by truck		yd^3	$853.00
	Other containers by truck		yd^3	$488.00
	Oversize		yd^3	$0.00
	Large components *(See Note 12)*		yd^3	$318.00
	Ancillary Services			
9004 *See Note 11*	High Dose rate, >100 mrem/hr @ 30 centimeters from waste package	10	yd^3	$8,316.00
9005 *See Note 11*	Very high Dose rate, >1 rem/hr @ 30 centimeters from waste package	10	yd^3	$9,882.00
9006	High moisture content	10	yd^3	N/A
	Sealed Sources			
10001	Disposal of sealed sources/special form non-leaking	10	Per source per 55 gallon drum	$2,985.00
10002	Disposal of sealed sources/special form failed or leaking	10	Per source per 55 gallon drum	$2,985.00

Price Schedule
Year 2

CLIN #	Schedule of Services	Estimated Annual Quantity	Unit of Measure	Unit Price
	Class A LLW			
1001 *See Notes 6 and 9*	Baseline soil disposal rate: bulk in lined railcar	4,600	yd^3	$447.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	$46.00
1002 *See Note 9*	Baseline soil disposal rate: bulk in lined truck	4,600	yd^3	$402.00
	Surcharges			
	Intermodal by truck		yd^3	$31.00
	Soft side bags by truck		yd^3	$73.00
	Truck rolloff containers		yd^3	$31.00
	B-25 containers by truck		yd^3	$159.00
	Drums by truck		yd^3	$246.00
	Other containers by truck		yd^3	$246.00
1003 *See Notes 6, 7, 8 and 9*	Baseline debris disposal rate: bulk in lined railcar	8,100	yd^3	$831.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	$43.00
	Large components *(See Note 12)*		yd^3	$2,982.00
1004 *See Notes 7, 8 and 9*	Baseline debris disposal rate: bulk in lined truck	8,100	yd^3	$789.00
	Surcharges			
	Intermodal by truck		yd^3	$43.00
	Soft side bags by truck		yd^3	$84.00
	Truck rolloff containers		yd^3	$43.00
	B-25 containers by truck		yd^3	$209.00
	Drums by truck		yd^3	$374.00
	Other containers by truck		yd^3	$374.00
	Oversize		yd^3	$84.00
	Large components *(See Note 12)*		yd^3	$3,024.00
1005 *See Note 5*	Baseline depleted uranium converted product disposal rate: Cylinders delivered by railcar	15,000	yd^3	$1,415.00
1006 *See Note 5*	Baseline depleted uranium converted product disposal rate: Cylinders delivered by truck	15,000	yd^3	$1,507.00
	Class B LLW			
2001	Baseline soil disposal rate: container by truck	10	yd^3	$5,220.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $615.00
	Drums by truck		yd^3	$6,321.00

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
2002	Baseline soil disposal rate: container in railcar	10	yd^3	$5,220.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
2003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$5,220.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $615.00
	Drums by truck		yd^3	$6,321.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$315.00
2004 *See Note 8*	Baseline debris disposal rate: container in railcar	10	yd^3	$5,220.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$315.00
	Class C LLW			
3001	Baseline soil disposal rate: container by truck	10	yd^3	$5,220.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $615.00
	Drums by truck		yd^3	$6,321.00
3002	Baseline soil disposal rate: container in railcar	10	yd^3	$5,220.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
3003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$5,220.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $615.00
	Drums by truck		yd^3	$6,321.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$315.00
3004 *See Note 8*	Baseline debris disposal rate: container in railcar	10	yd^3	$5,220.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$315.00
	Class A MLLW			
4001 *See Note 9*	Baseline soil disposal rate: Intermodal by railcar	170	yd^3	$1,152.00
	Surcharges			
	Other containers by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	$222.00
4002 *See Notes 7 and 9*	Baseline soil disposal rate: Intermodal by truck	170	yd^3	$1,152.00

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
	Surcharges			
	B-25 containers by truck		yd^3	$333.00
	Drums by truck		yd^3	$554.00
	Other containers by truck		yd^3	$554.00
	Soft side bags by truck		yd^3	$111.00
4003 *See Notes 8 and 9*	Baseline debris disposal rate: Intermodal by railcar	10,000	yd^3	$1,251.00
	Surcharges			
	Other containers by railcar		yd^3	$493.00
	Oversize		yd^3	$124.00
	Large components *(See Note 12)*		yd^3	$2,583.00
4004 *See Notes 7, 8 and 9*	Baseline debris disposal rate: Intermodal by truck	10,000	yd^3	$1,251.00
	Surcharges			
	B-25 containers by truck		yd^3	$247.00
	Drums by truck		yd^3	$493.00
	Other containers by truck		yd^3	$370.00
	Oversize		yd^3	$0.00
	Large components *(See Note 12)*		yd^3	$2,583.00
	Class B MLLW			
5001	Baseline soil disposal rate: container by truck	10	yd^3	$6,187.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $770.00
	Drums by truck		yd^3	$6,162.00
	Soft side bags by truck		yd^3	- $770.00
5002	Baseline soil disposal rate: container by railcar	10	yd^3	$6,187.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	- $770.00
5003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$6,162.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $770.00
	Drums by truck		yd^3	$5,866.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$315.00
5004 *See Note 8*	Baseline debris disposal rate: container by railcar	10	yd^3	$6,162.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$315.00
	Class C MLLW			
6001	Baseline soil disposal rate: container by truck	10	yd^3	$6,187.00
	Surcharges			

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $770.00
	Drums by truck		yd^3	$5,866.00
	Soft side bags by truck		yd^3	- $770.00
6002	Baseline soil disposal rate: container by railcar	10	yd^3	$6,187.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	- $770.00
6003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$6,162.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $770.00
	Drums by truck		yd^3	$5,866.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$315.00
6004 *See Note 8*	Baseline debris disposal rate: container by railcar	10	yd^3	$6,162.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	315.00
	11e(2) byproduct material			
7001	Baseline disposal rate: container by railcar	10	yd^3	N/A
7002	Baseline disposal rate: container by truck	10	yd^3	N/A
	TENORM			
8001	Baseline soil disposal rate: bulk in lined railcar	10	yd^3	$92.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
8002	Baseline soil disposal rate: bulk in lined truck	10	yd^3	$92.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	Soft side bags by truck		yd^3	$55.00
	Truck rolloff containers		yd^3	$19.00
	B-25 containers by truck		yd^3	$365.00
	Drums by truck		yd^3	$638.00
	Other containers by truck		yd^3	$365.00
8003 *See Note 10*	Baseline debris disposal rate: bulk in lined railcar	10	yd^3	$141.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	$0.00
	Large components *(See Note 12)*		yd^3	$315.00
8004 *See Note 10*	Baseline debris disposal rate: bulk in lined truck	10	yd^3	$127.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
	Soft side bags by truck		yd^3	$77.00
	Truck rolloff containers		yd^3	$26.00
	B-25 containers by truck		yd^3	$506.00
	Drums by truck		yd^3	$883.00
	Other containers by truck		yd^3	$506.00
	Oversize		yd^3	$0.00
	Large components *(See Note 12)*		yd^3	$330.00
	Ancillary Services			
9004 *See Note 11*	High Dose rate, >100 mrem/hr @ 30 centimeters from waste package	10	yd^3	$8,608.00
9005 *See Note 11*	Very high Dose rate, >1 rem/hr @ 30 centimeters from waste package	10	yd^3	$10,228.00
9006	High moisture content	10	yd^3	N/A
	Sealed Sources			
10001	Disposal of sealed sources/special form non-leaking	10	Per source per 55 gallon drum	$3,090.00
10002	Disposal of sealed sources/special form failed or leaking	10	Per source per 55 gallon drum	$3,090.00

Price Schedule
Year 3

CLIN #	Schedule of Services	Estimated Annual Quantity	Unit of Measure	Unit Price
	Class A LLW			
1001 *See Notes 6 and 9*	Baseline soil disposal rate: bulk in lined railcar	12,000	yd^3	$463.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	$48.00
1002 *See Note 9*	Baseline soil disposal rate: bulk in lined truck	12,000	yd^3	$417.00
	Surcharges			
	Intermodal by truck		yd^3	$33.00
	Soft side bags by truck		yd^3	$76.00
	Truck rolloff containers		yd^3	$33.00
	B-25 containers by truck		yd^3	$165.00
	Drums by truck		yd^3	$255.00
	Other containers by truck		yd^3	$255.00
1003 *See Notes 6, 7, 8 and 9*	Baseline debris disposal rate: bulk in lined railcar	5,600	yd^3	$861.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	$45.00
	Large components *(See Note 12)*		yd^3	$3,087.00
1004 *See Notes 7, 8 and 9*	Baseline debris disposal rate: bulk in lined truck	5,600	yd^3	$817.00
	Surcharges			
	Intermodal by truck		yd^3	$45.00
	Soft side bags by truck		yd^3	$87.00
	Truck rolloff containers		yd^3	$45.00
	B-25 containers by truck		yd^3	$217.00
	Drums by truck		yd^3	$388.00
	Other containers by truck		yd^3	$388.00
	Oversize		yd^3	$87.00
	Large components *(See Note 12)*		yd^3	$3,130.00
1005 *See Note 5*	Baseline depleted uranium converted product disposal rate: Cylinders delivered by railcar	15,000	yd^3	$1,465.00
1006 *See Note 5*	Baseline depleted uranium converted product disposal rate: Cylinders delivered by truck	15,000	yd^3	$1,560.00
	Class B LLW			
2001	Baseline soil disposal rate: container by truck	10	yd^3	$5,394.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $637.00
	Drums by truck		yd^3	$6,543.00

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
2002	Baseline soil disposal rate: container in railcar	10	yd^3	$5,394.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
2003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$5,394.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $637.00
	Drums by truck		yd^3	$6,543.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$327.00
2004 *See Note 8*	Baseline debris disposal rate: container in railcar	10	yd^3	$5,394.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$327.00
	Class C LLW			
3001	Baseline soil disposal rate: container by truck	10	yd^3	$5,394.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $637.00
	Drums by truck		yd^3	$6,543.00
3002	Baseline soil disposal rate: container in railcar	10	yd^3	$5,394.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
3003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$5,394.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $637.00
	Drums by truck		yd^3	$6,543.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	327.00
3004 *See Note 8*	Baseline debris disposal rate: container in railcar	10	yd^3	$5,394.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$327.00
	Class A MLLW			
4001 *See Note 9*	Baseline soil disposal rate: Intermodal by railcar	160	yd^3	$1,191.00
	Surcharges			
	Other containers by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	$230.00
4002 *See Notes 7 and 9*	Baseline soil disposal rate: Intermodal by truck	160	yd^3	$1,191.00

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
	Surcharges			
	B-25 containers by truck		yd^3	$345.00
	Drums by truck		yd^3	$574.00
	Other containers by truck		yd^3	$574.00
	Soft side bags by truck		yd^3	$115.00
4003 *See Notes 8 and 9*	Baseline debris disposal rate: Intermodal by railcar	11,000	yd^3	$1,294.00
	Surcharges			
	Other containers by railcar		yd^3	$511.00
	Oversize		yd^3	$129.00
	Large components *(See Note 12)*		yd^3	$2,674.00
4004 *See Notes 7, 8 and 9*	Baseline debris disposal rate: Intermodal by truck	11,000	yd^3	$1,294.00
	Surcharges			
	B-25 containers by truck		yd^3	$256.00
	Drums by truck		yd^3	$511.00
	Other containers by truck		yd^3	$383.00
	Oversize		yd^3	$0.00
	Large components *(See Note 12)*		yd^3	$2,674.00
	Class B MLLW			
5001	Baseline soil disposal rate: container by truck	10	yd^3	$6,392.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $797.00
	Drums by truck		yd^3	$6,072.00
	Soft side bags by truck		yd^3	- $797.00
5002	Baseline soil disposal rate: container by railcar	10	yd^3	$6,392.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	- $797.00
5003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$6,368.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $797.00
	Drums by truck		yd^3	$6,072.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$327.00
5004 *See Note 8*	Baseline debris disposal rate: container by railcar	10	yd^3	$6,368.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$327.00
	Class C MLLW			
6001	Baseline soil disposal rate: container by truck	10	yd^3	$6,392.00
	Surcharges			

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $797.00
	Drums by truck		yd^3	$6.072.00
	Soft side bags by truck		yd^3	- $797.00
6002	Baseline soil disposal rate: container by railcar	10	yd^3	$6,392.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	- $797.00
6003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$6,368.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $797.00
	Drums by truck		yd^3	$6,072.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$327.00
6004 *See Note 8*	Baseline debris disposal rate: container by railcar	10	yd^3	$6,368.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$327.00
	11e(2) byproduct material			
7001	Baseline disposal rate: container by railcar	10	yd^3	N/A
7002	Baseline disposal rate: container by truck	10	yd^3	N/A
	TENORM			
8001	Baseline soil disposal rate: bulk in lined railcar	10	yd^3	$96.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
8002	Baseline soil disposal rate: bulk in lined truck	10	yd^3	$96.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	Soft side bags by truck		yd^3	$57.00
	Truck rolloff containers		yd^3	$20.00
	B-25 containers by truck		yd^3	$378.00
	Drums by truck		yd^3	$661.00
	Other containers by truck		yd^3	$378.00
8003 *See Note 10*	Baseline debris disposal rate: bulk in lined railcar	10	yd^3	$146.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	$0.00
	Large components *(See Note 12)*		yd^3	$327.00
8004 *See Note 10*	Baseline debris disposal rate: bulk in lined truck	10	yd^3	$132.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
	Soft side bags by truck		yd^3	$80.00
	Truck rolloff containers		yd^3	$27.00
	B-25 containers by truck		yd^3	$524.00
	Drums by truck		yd^3	$914.00
	Other containers by truck		yd^3	$524.00
	Oversize		yd^3	$0.00
	Large components *(See Note 12)*		yd^3	$342.00
	Ancillary Services			
9004 *See Note 11*	High Dose rate, >100 mrem/hr @ 30 centimeters from waste package	10	yd^3	$8,910.00
9005 *See Note 11*	Very high Dose rate, >1 rem/hr @ 30 centimeters from waste package	10	yd^3	$10,586.00
9006	High moisture content	10	yd^3	N/A
	Sealed Sources			
10001	Disposal of sealed sources/special form non-leaking	10	Per source per 55 gallon drum	$3,199.00
10002	Disposal of sealed sources/special form failed or leaking	10	Per source per 55 gallon drum	$3,199.00

Price Schedule
Year 4

CLIN #	Schedule of Services	Estimated Annual Quantity	Unit of Measure	Unit Price
	Class A LLW			
1001 *See Notes 6 and 9*	Baseline soil disposal rate: bulk in lined railcar	4,100	yd^3	$480.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	$50.00
1002 *See Note 9*	Baseline soil disposal rate: bulk in lined truck	4,100	yd^3	$432.00
	Surcharges			
	Intermodal by truck		yd^3	$35.00
	Soft side bags by truck		yd^3	$79.00
	Truck rolloff containers		yd^3	$35.00
	B-25 containers by truck		yd^3	$171.00
	Drums by truck		yd^3	$264.00
	Other containers by truck		yd^3	$264.00
1003 *See Notes 6, 7, 8 and 9*	Baseline debris disposal rate: bulk in lined railcar	6,500	yd^3	$892.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	$47.00
	Large components *(See Note 12)*		yd^3	$3,196.00
1004 *See Notes 7, 8 and 9*	Baseline debris disposal rate: bulk in lined truck	6,500	yd^3	$846.00
	Surcharges			
	Intermodal by truck		yd^3	$47.00
	Soft side bags by truck		yd^3	$91.00
	Truck rolloff containers		yd^3	$47.00
	B-25 containers by truck		yd^3	$225.00
	Drums by truck		yd^3	$402.00
	Other containers by truck		yd^3	$402.00
	Oversize		yd^3	$91.00
	Large components *(See Note 12)*		yd^3	$3,240.00
1005 *See Note 5*	Baseline depleted uranium converted product disposal rate: Cylinders delivered by railcar	15,000	yd^3	$1,517.00
1006 *See Note 5*	Baseline depleted uranium converted product disposal rate: Cylinders delivered by truck	15,000	yd^3	$1,615.00
	Class B LLW			
2001	Baseline soil disposal rate: container by truck	10	yd^3	$5,574.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $660.00
	Drums by truck		yd^3	$6,773.00

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
2002	Baseline soil disposal rate: container in railcar	10	yd^3	$5,574.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
2003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$5,574.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $660.00
	Drums by truck		yd^3	$6,773.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$339.00
2004 *See Note 8*	Baseline debris disposal rate: container in railcar	10	yd^3	$5,574.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$339.00
	Class C LLW			
3001	Baseline soil disposal rate: container by truck	10	yd^3	$5,574.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $660.00
	Drums by truck		yd^3	$6,773.00
3002	Baseline soil disposal rate: container in railcar	10	yd^3	$5,574.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
3003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$5,574.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $660.00
	Drums by truck		yd^3	$6,773.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	339.00
3004 *See Note 8*	Baseline debris disposal rate: container in railcar	10	yd^3	$5,574.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	339.00
	Class A MLLW			
4001 *See Note 9*	Baseline soil disposal rate: Intermodal by railcar	840	yd^3	$1,231.00
	Surcharges			
	Other containers by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	$239.00
4002 *See Notes 7 and 9*	Baseline soil disposal rate: Intermodal by truck	840	yd^3	$1,231.00

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
	Surcharges			
	B-25 containers by truck		yd^3	$358.00
	Drums by truck		yd^3	$595.00
	Other containers by truck		yd^3	$595.00
	Soft side bags by truck		yd^3	$120.00
4003 *See Notes 8 and 9*	Baseline debris disposal rate: Intermodal by railcar	11,000	yd^3	$1,338.00
	Surcharges			
	Other containers by railcar		yd^3	$529.00
	Oversize		yd^3	$134.00
	Large components *(See Note 12)*		yd^3	$2,768.00
4004 *See Notes 7, 8 and 9*	Baseline debris disposal rate: Intermodal by truck	11,000	yd^3	$1,338.00
	Surcharges			
	B-25 containers by truck		yd^3	$265.00
	Drums by truck		yd^3	$529.00
	Other containers by truck		yd^3	$397.00
	Oversize		yd^3	$0.00
	Large components *(See Note 12)*		yd^3	$2,768.00
	Class B MLLW			
5001	Baseline soil disposal rate: container by truck	10	yd^3	$6,605.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $825.00
	Drums by truck		yd^3	$6,285.00
	Soft side bags by truck		yd^3	- $825.00
5002	Baseline soil disposal rate: container by railcar	10	yd^3	$6,605.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	- $825.00
5003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$6,581.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $825.00
	Drums by truck		yd^3	$6,285.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$339.00
5004 *See Note 8*	Baseline debris disposal rate: container by railcar	10	yd^3	$6,581.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$339.00
	Class C MLLW			
6001	Baseline soil disposal rate: container by truck	10	yd^3	$6,605.00
	Surcharges			

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $825.00
	Drums by truck		yd^3	$6,285.00
	Soft side bags by truck		yd^3	- $825.00
6002	Baseline soil disposal rate: container by railcar	10	yd^3	$6,605.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	- $825.00
6003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$6,581.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $825.00
	Drums by truck		yd^3	$6,285.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$339.00
6004 *See Note 8*	Baseline debris disposal rate: container by railcar	10	yd^3	$6,581.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$339.00
	11e(2) byproduct material			
7001	Baseline disposal rate: container by railcar	10	yd^3	N/A
7002	Baseline disposal rate: container by truck	10	yd^3	N/A
	TENORM			
8001	Baseline soil disposal rate: bulk in lined railcar	10	yd^3	$100.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
8002	Baseline soil disposal rate: bulk in lined truck	10	yd^3	$100.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	Soft side bags by truck		yd^3	$59.00
	Truck rolloff containers		yd^3	$21.00
	B-25 containers by truck		yd^3	$392.00
	Drums by truck		yd^3	$685.00
	Other containers by truck		yd^3	$392.00
8003 *See Note 10*	Baseline debris disposal rate: bulk in lined railcar	10	yd^3	$152.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	$0.00
	Large components *(See Note 12)*		yd^3	$339.00
8004 *See Note 10*	Baseline debris disposal rate: bulk in lined truck	10	yd^3	$137.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
	Soft side bags by truck		yd^3	$83.00
	Truck rolloff containers		yd^3	$28.00
	B-25 containers by truck		yd^3	$543.00
	Drums by truck		yd^3	$946.00
	Other containers by truck		yd^3	$543.00
	Oversize		yd^3	$0.00
	Large components *(See Note 12)*		yd^3	$354.00
	Ancillary Services			
9004 *See Note 11*	High Dose rate, >100 mrem/hr @ 30 centimeters from waste package	10	yd^3	$9,222.00
9005 *See Note 11*	Very high Dose rate, >1 rem/hr @ 30 centimeters from waste package	10	yd^3	$10,957.00
9006	High moisture content	10	yd^3	N/A
	Sealed Sources			
10001	Disposal of sealed sources/special form non-leaking	10	Per source per 55 gallon drum	$3,311.00
10002	Disposal of sealed sources/special form failed or leaking	10	Per source per 55 gallon drum	$3,311.00

Price Schedule
Year 5

CLIN #	Schedule of Services	Estimated Annual Quantity	Unit of Measure	Unit Price
	Class A LLW			
1001 *See Notes 6 and 9*	Baseline soil disposal rate: bulk in lined railcar	4,000	yd^3	$497.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	$52.00
1002 *See Note 9*	Baseline soil disposal rate: bulk in lined truck	4,000	yd^3	$448.00
	Surcharges			
	Intermodal by truck		yd^3	$37.00
	Soft side bags by truck		yd^3	$82.00
	Truck rolloff containers		yd^3	$37.00
	B-25 containers by truck		yd^3	$177.00
	Drums by truck		yd^3	$274.00
	Other containers by truck		yd^3	$274.00
1003 *See Notes 6, 7, 8 and 9*	Baseline debris disposal rate: bulk in lined railcar	3,700	yd^3	$924.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	$49.00
	Large components *(See Note 12)*		yd^3	$3,308.00
1004 *See Notes 7, 8 and 9*	Baseline debris disposal rate: bulk in lined truck	3,700	yd^3	$876.00
	Surcharges			
	Intermodal by truck		yd^3	$49.00
	Soft side bags by truck		yd^3	$95.00
	Truck rolloff containers		yd^3	$49.00
	B-25 containers by truck		yd^3	$233.00
	Drums by truck		yd^3	$417.00
	Other containers by truck		yd^3	$417.00
	Oversize		yd^3	$95.00
	Large components *(See Note 12)*		yd^3	$3,354.00
1005 *See Note 5*	Baseline depleted uranium converted product disposal rate: Cylinders delivered by railcar	15,000	yd^3	$1,571.00
1006 *See Note 5*	Baseline depleted uranium converted product disposal rate: Cylinders delivered by truck	15,000	yd^3	$1,672.00
	Class B LLW			
2001	Baseline soil disposal rate: container by truck	10	yd^3	$5,760.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $684.00
	Drums by truck		yd^3	$7,011.00

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
2002	Baseline soil disposal rate: container in railcar	10	yd^3	$5,760.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
2003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$5,760.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $684.00
	Drums by truck		yd^3	$7,011.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$351.00
2004 *See Note 8*	Baseline debris disposal rate: container in railcar	10	yd^3	$5,760.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$351.00
	Class C LLW			
3001	Baseline soil disposal rate: container by truck	10	yd^3	$5,760.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $684.00
	Drums by truck		yd^3	$7,011.00
3002	Baseline soil disposal rate: container in railcar	10	yd^3	$5,760.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
3003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$5,760.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $684.00
	Drums by truck		yd^3	$7,011.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$351.00
3004 *See Note 8*	Baseline debris disposal rate: container in railcar	10	yd^3	$5,760.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$351.00
	Class A MLLW			
4001 *See Note 9*	Baseline soil disposal rate: Intermodal by railcar	5,000	yd^3	$1,272.00
	Surcharges			
	Other containers by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	$248.00
4002 *See Notes 7 and 9*	Baseline soil disposal rate: Intermodal by truck	5,000	yd^3	$1,272.00

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
	Surcharges			
	B-25 containers by truck		yd^3	$371.00
	Drums by truck		yd^3	$616.00
	Other containers by truck		yd^3	$616.00
	Soft side bags by truck		yd^3	$125.00
4003 *See Notes 8 and 9*	Baseline debris disposal rate: Intermodal by railcar	10,000	yd^3	$1,384.00
	Surcharges			
	Other containers by railcar		yd^3	$548.00
	Oversize		yd^3	$139.00
	Large components *(See Note 12)*		yd^3	$2,865.00
4004 *See Notes 7, 8 and 9*	Baseline debris disposal rate: Intermodal by truck	10,000	yd^3	$1,384.00
	Surcharges			
	B-25 containers by truck		yd^3	$275.00
	Drums by truck		yd^3	$548.00
	Other containers by truck		yd^3	$411.00
	Oversize		yd^3	$0.00
	Large components *(See Note 12)*		yd^3	$2,865.00
	Class B MLLW			
5001	Baseline soil disposal rate: container by truck	10	yd^3	$6,825.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $854.00
	Drums by truck		yd^3	$6,505.00
	Soft side bags by truck		yd^3	- $854.00
5002	Baseline soil disposal rate: container by railcar	10	yd^3	$6,825.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	- $854.00
5003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$6,801.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $854.00
	Drums by truck		yd^3	$6,505.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$351.00
5004 *See Note 8*	Baseline debris disposal rate: container by railcar	10	yd^3	$6,801.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$351.00
	Class C MLLW			
6001	Baseline soil disposal rate: container by truck	10	yd^3	$6,825.00
	Surcharges			

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $854.00
	Drums by truck		yd^3	$6,505.00
	Soft side bags by truck		yd^3	- $854.00
6002	Baseline soil disposal rate: container by railcar	10	yd^3	$6,825.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Soft side bags by railcar		yd^3	- $854.00
6003 *See Note 8*	Baseline debris disposal rate: container by truck	10	yd^3	$6,801.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	B-25 containers by truck		yd^3	- $854.00
	Drums by truck		yd^3	$6,505.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$351.00
6004 *See Note 8*	Baseline debris disposal rate: container by railcar	10	yd^3	$6,801.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	N/A
	Large components *(See Note 12)*		yd^3	$351.00
	11e(2) byproduct material			
7001	Baseline disposal rate: container by railcar	10	yd^3	N/A
7002	Baseline disposal rate: container by truck	10	yd^3	N/A
	TENORM			
8001	Baseline soil disposal rate: bulk in lined railcar	10	yd^3	$104.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
8002	Baseline soil disposal rate: bulk in lined truck	10	yd^3	$104.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00
	Soft side bags by truck		yd^3	$62.00
	Truck rolloff containers		yd^3	$22.00
	B-25 containers by truck		yd^3	$406.00
	Drums by truck		yd^3	$709.00
	Other containers by truck		yd^3	$406.00
8003 *See Note 10*	Baseline debris disposal rate: bulk in lined railcar	10	yd^3	$158.00
	Surcharges			
	Intermodal by railcar		yd^3	$0.00
	Oversize		yd^3	$0.00
	Large components *(See Note 12)*		yd^3	$351.00
8004 *See Note 10*	Baseline debris disposal rate: bulk in lined truck	10	yd^3	$142.00
	Surcharges			
	Intermodal by truck		yd^3	$0.00

CLIN #	**Schedule of Services**	Estimated Annual Quantity	Unit of Measure	Unit Price
	Soft side bags by truck		yd^3	$86.00
	Truck rolloff containers		yd^3	$29.00
	B-25 containers by truck		yd^3	$563.00
	Drums by truck		yd^3	$980.00
	Other containers by truck		yd^3	$563.00
	Oversize		yd^3	$0.00
	Large components *(See Note 12)*		yd^3	$367.00
	Ancillary Services			
9004 *See Note 11*	High Dose rate, >100 mrem/hr @ 30 centimeters from waste package	10	yd^3	$9,545.00
9005 *See Note 11*	Very high Dose rate, >1 rem/hr @ 30 centimeters from waste package	10	yd^3	$11,341.00
9006	High moisture content	10	yd^3	N/A
	Sealed Sources			
10001	Disposal of sealed sources/special form non-leaking	10	Per source per 55 gallon drum	$3,427.00
10002	Disposal of sealed sources/special form failed or leaking	10	Per source per 55 gallon drum	$3,427.00

Price Schedule Notes:

1. The quantities provided in Section B.5 are estimates only. The Government may order more or less per year than the estimated quantities stated in Section B above. There is no guarantee that orders will be placed for any quantity other than the minimum quantity provided in Section B for the contract period of performance in Section F.

2. The following examples are provided to demonstrate the minimum quantity to be order under this contract in Section B.3.

   Example 1: The contract is for the disposal of Class B and C LLW/MLLW and 11e(2) byproduct material. The estimated quantity for disposal of the waste is 900 yd^3 over the five (5) year contract period of performance. The minimum quantity to be order under this contract would be 90 yd^3.

   Example 2: The contract is for the disposal of Class A MLLW. The estimated quantity for disposal of the waste is 7,000 yd^3 over the five (5) year contract period of performance. The minimum quantity to be order under this contract would be 100 yd^3.

   Example 3: The contract is for the disposal of Class A LLW. The estimated quantity for disposal of the waste is 200,000 yd^3 over the five (5) year contract period of performance. The minimum quantity to be order under this contract would be 100 yd^3.

   Example 4: The contract is for the disposal of all CLIN(s) in B.5 above. The minimum quantity to be order under this contract would be 100 yd^3.

3. In order for a contract to be awarded for CLIN(s) 9004-9006, Ancillary Services and 10001-10002, Sealed Sources, the contract must include one or more of the disposal CLIN(s) 1001 through 8004. A

single award for CLIN(s) 9004-9006, Ancillary Services and 10001-10002, Sealed Sources, will not be made.

4. Waste volume is measured as follows:

   a. For containerized waste, the volume disposed of will be defined by the outside dimensions of the container. Containerized waste is defined as waste that is disposed of with its container.
   b. Waste that is emptied from containers before the waste is disposed (e.g. from Sealand containers, Intermodals, Conex containers, etc.) will be measured at 80% of the nominal container capacity.
   c. Oversize debris and large components that cannot fit into shipping containers shall be measured according to the projected "boxed-in" volume of the concrete/grout forms that are used to dispose of the items and components.

5. CLIN(s) 1005 and 1006 are not accepted at contract award and are Option Items that may be exercised during the contract period of performance in accordance with Section H.28. Authorized Users should contact the Contracting Officer in Section G prior to placing a Task Order for CLIN(s) 1005 and 1006.

6. CLINs 1001 and 1003: Baseline disposal rate is based upon bulk waste receipt in intermodals by railcar as WCS is not authorized for receipt of bulk waste in lined railcars.

7. CLINs CLINs 1003, 1004, 4002, and 4004:

   Oversized debris for bulk waste placement - waste items that meet the following criteria:
   - Class A waste that has a dose rate of less than 100 mR/hr at 30 centimeters,
   - all dimensions are greater than 12 inches,
   - would dimensionally fit into a MCC, and
   - meets license requirements for bulk disposal.

8. CLINs 1003, 1004, 2003, 2004, 3003, 3004, 4003, 4004, 5003, 5004, 6003, and 6004:
   Large components are items that do not fit into a MCC for disposal.

9. CLINs 1001, 1002, 1003, 1004, 4001, 4002, 4003 and 4004: For purposes of pricing in the Table, "Class A" includes both "Low-Dose Class A", and "High Dose Class A" as defined in this contract, with pricing based on the dose as measured at 30 cm from the surface of the disposal container.

   a. Low-Dose Waste -- External container dose rate less than 100 mrem per hour at 30 centimeters.
   b. High-Dose Waste – All unshielded, containerized wastes, where 90% or more of waste stream containers have a dose rate between 100 mrem/hr at a distance of 30 centimeters and 1 rem/hr at the surface of the container.

10. CLINs 8003 and 8004: Oversized debris items shall weigh less than 3,000 pounds. Large components are items that weigh greater than 3,000 pounds.

11. CLINs 9004 and 9005: Disposal containers that are Class A waste with a dose rate of greater than 100 mrem/hr at 30 centimeters are subjected to ancillary charges in these CLINs as applicable.

12. a) Large components (all waste classes) – Volumes for disposal invoicing shall be measured according to the projected "boxed-in" volume of the concrete/grout forms that are used to dispose of the items and components according to an approved large component plan.

    b) Any single item weighing over 75,000 lbs. will incur a surcharge of $1.25 per pound in addition to the large component surcharge.

    There are two types of standard MCCs; cylindrical (6'8"D x 9'2"H - internal dimension, volume = 320.41 ft3), and rectangular (9'6"L x 7'8"W x 9'2"H – internal dimensions, volume = 668.17 ft3).

PART I- THE SCHEDULE

SECTION C – DESCRIPTIONS/SPECS./WORK STATEMENT

PERFORMANCE WORK STATEMENT (PWS)

C.00 EM Journey to Excellence

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 the following actions in furtherance of the "Roadmap for EM's Journey to Excellence" and achievement of Goals 2 and 4 have direct relevance to this contract. Central to EM's Journey to Excellence is the disposal of radioactive waste from EM's cleanup activities, in a manner that reduces risk, accelerates cleanup, minimizes lifecycle costs and reduces the EM legacy footprint. Facility Deactivation and Decommissioning and the environmental restoration of contaminated sites generate low-level waste (LLW) and mixed low-level waste (MLLW), as well as 11e(2) byproduct material, technologically enhanced naturally occurring radioactive material (TENORM) and sealed sources, This

disposal contract serves a key role in support of the EM cleanup mission. The actions are: dispose of LLW, MLLW, 11e(2) byproduct material, TENORM and sealed sources, and perform Ancillary Services as requested, in accordance with task orders issued by EM sites.

C.01 Scope

The Contractor shall provide all necessary facilities, equipment, personnel materials, supplies, services and shall secure and maintain all necessary permits and licenses in order to perform the services and prepare the deliverables as required by this Statement of Work including, but not limited to, taking title to and disposing of the wastes and waste residuals delivered to the Contractor by DOE (including the National Nuclear Security Administration, Laboratories and Project Offices), and any DOE Prime Contractor or Subcontractor to a DOE Prime Contractor performing environmental cleanup services for DOE prime contractors, including sampling and analysis of waste and waste residuals, preparing various instruments of conveyance (trucks, containers, and railcars) for return to the generator of wastes delivered under the contract, and recording and reporting data relative to performance under the contract. All activities associated with waste disposal hereunder shall be in accordance with all applicable Federal, State, and local statutes and regulations. Wastes to be disposed of under the contract will be packaged and transported in accordance with applicable laws and regulations by DOE or its Contractors, the costs thereof to be borne by DOE unless otherwise specified in the task order. All waste to be disposed of under the contract will be characterized prior to shipment for compliance with the Waste Acceptance Criteria (WAC) of the Contractor. The Contractor shall provide all deliverables to DOE in accordance with Section J, Attachment J.4 “List of Deliverables.” These deliverables shall not be separately priced.

C.02 Waste Description

LLW can be segmented into waste categories of Class A, Class B, Class C and Greater-Than-Class C (GTCC). These classifications are defined in the Nuclear Regulatory Commission (NRC) regulations (Title 10, Code of Federal Regulations (CFR), Part 61), based on potential LLW hazards and disposal and waste form requirements. Definitions are as follows:

> LLW: radioactive waste that is not high-level radioactive waste, spent nuclear fuel, transuranic waste, byproduct material (as defined in section 11e.(2) of the Atomic Energy Act of 1954, as amended), or naturally occurring radioactive material [Adapted from: Nuclear Waste Policy Act of 1982, as amended].
>
> MLLW: radioactive waste that contains both source, special nuclear, or byproduct material subject to the Atomic Energy Act of 1954, as

amended, and a hazardous component subject to the Resource Conservation and Recovery Act (RCRA) [Adapted from: Federal Facility Compliance Act of 1992 (FFCA)]. MLLW also includes material contaminated with polychlorinated biphenyls (PCBs), which are regulated under the Toxic Substances Control Act (TSCA).

11(e)2, byproduct material: the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content [Source: Atomic Energy Act of 1954, as amended, section 11e(2)].

TENORM: Any naturally occurring radioactive materials whose radionuclide concentrations or potential for human exposure have been increased above levels encountered in the natural state by human activities. [Source: DOE Order 458.1, Radiation Protection of the Public and the Environment].

Ordering Activity/Waste Generator: For the purpose of this contract, the Government entity intending to acquire disposal services in accordance with the contract's terms and conditions.

It is important to note that the Class A, B and C classifications generally apply to NRC-regulated LLW, and not DOE LLW. However, the classifications are relevant when DOE sends its waste to an NRC- or Agreement State-regulated facility for disposal. Class A waste contains the least radioactivity, most of which comes from relatively short-lived radionuclides, which decay to background levels within a few decades. Class B waste is also relatively short-lived, but contains higher concentrations of short-lived radionuclides than Class A. Class C waste can contain higher concentrations of both short-lived and long-lived radionuclides, while GTCC is higher still.

Wastes to be disposed of under this contract includes Class A, B and C LLW and MLLW (e.g. RCRA, TSCA, state-regulated), 11e(2) byproduct material and TENORM.

For purposes of this contract, soils are defined as the natural unconsolidated earth material composing the surficial strata consisting of clay, silt, sand, and gravel sized particles with associated indigenous vegetable, mineral, and organic matter. Soils requiring disposal under this contract have been contaminated with various concentrations of radiological, chemical, and organic constituents.

The soil-like LLW may also be co-mingled with varying amounts of debris, including scrap metals, graphite from broken uranium molds, furnace block. The metal fraction may include, but is not limited to, pieces of scrap ferrous (e.g., deteriorated drums and cans) and non-ferrous metals, with depleted uranium, ranging in size from chunks to turnings. However, most of the debris is expected

to be demolition-type trash, including concrete, stone, gravel, asphalt, metal, wood, paper, plastic impoundment liners, and insulation. Oversize debris may include items such as twisted steel, heavy objects, process equipment, storage tanks, motors, vehicles, and monolith-like items.

For purposes of establishing the pricing category (e.g., soil versus debris) for task orders issued under this contract, the parameters defined in the Contractor's WAC will apply.

C.03 Objectives

The contract objectives are to provide disposal services for:

(a) Class A LLW;
(b) Class B LLW;
(c) Class C LLW;
(d) Class A MLLW;
(e) Class B MLLW;
(f) Class C MLLW;
(g) 11e(2) byproduct material;
(h) TENORM;
(i) Ancillary Services;
(j) Sealed Sources.

C.04 Requirements

Licenses, Permits and Regulatory:

1. The Contractor shall furnish all labor, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract and any order as furnished by the Ordering Activity/Waste Generator) and otherwise do all things necessary for the disposal of LLW, MLLW, 11(e)2 byproduct material and TENORM.

2. The Contractor shall possess, maintain and keep current appropriate licenses and permits as required by Federal, state and local laws and ordinances that enables receipt, interim storage and disposal of LLW, MLLW, 11(e)2 byproduct material and TENORM. All waste shall be disposed of in accordance with applicable laws, regulations, WAC, Land Disposal Restriction treatment standards (MLLW only) and applicable DOE Orders.

3. The Contractor shall be responsible for complying with any Federal, state, and municipal laws, codes, and regulations applicable for the facilities and equipment required to accomplish the applicable scope of work.

Title of Waste:

4. Wastes to be disposed of were generated at Government facilities, or have a nexus under DOE contracts, whereby DOE retained responsibility for the nuclear materials or waste.

5. Upon the Contractor accepting and taking possession at the disposal facility of waste conforming to the requirements of this contract, title, risk of loss, and all other incidents of ownership, to the extent legally permissible, of the waste shall thereupon transfer from Ordering Activity/Waste Generator to the Contractor.

6. Ownership of the waste arriving at the disposal facility for treatment shall remain with the Ordering Activity/Waste Generator until such time as the Contractor has completed treatment of said waste if necessary and accepted it for disposal at the disposal facility in its treated condition, at which time title, risk of loss and all other incidents of ownership, to the extent legally permissible, of that waste shall thereupon transfer from Ordering Activity/Waste Generator to the Contractor. In no event shall title, risk of loss, or any other incident of ownership transfer from Ordering Activity/Waste Generator to the Contractor with regard to waste received and accepted by the Contractor for treatment where said treatment does not qualify that waste for final disposal. The Ordering Activity/Waste Generator shall have no right to recovery of any material contained in the waste accepted by the Contractor for disposal at the disposal facility or any credit for its potential value. Title to all non-conforming waste shall not transfer to the Contractor and shall remain vested in the Ordering Activity/Waste Generator. Title and ownership of the waste shall revert to the Ordering Activity/Waste Generator if the waste is determined to be non-conforming after ownership has transferred to Contractor.

Waste Characterization:

7. The Contractor may be requested to review Sampling and Analysis Plans (SAPs). The SAPs will govern the sampling and analysis of wastes prior to shipment under the contract and will:

(a) Include mutually agreeable procedures for measurement of the physical, chemical and radiological parameters of the radioactive waste and/or mixed radioactive waste at the Waste Generator site, as necessary, to ensure that the material complies with the Contractor's WAC and the waste profile prior to shipment;

(b) Be consistent with the Contractor's license and permit requirements;

(c) SAP reviews shall be completed within 30 days of request.

8. The Contractor, or a certified laboratory agreed upon by the Ordering Activity/Waste Generator, will analyze required samples of the waste to validate acceptability of the waste stream in accordance with the Contractor's WAC. The costs for waste analysis shall be included in the firm fixed unit prices. All waste residuals generated during the sampling and analysis will be retained by the Contractor or the certified laboratory for disposal at no additional cost to the Ordering Activity/Waste Generator.

9. The Contractor shall review each waste profile delivered by the Ordering Activity/Waste Generator to determine the acceptability of each waste stream for disposal at the Contractor's facility prior to issuance of task orders for disposal. The Contractor shall use scientifically accepted standards and procedures, mutually agreeable to the parties, to determine the acceptability of each waste profile submitted by the Waste Generator for disposal at the Contractor's facility. The Contractor shall complete its determination within 30 days after the receipt of a completed waste profile form from the Waste Generator. Within ten days after the completion of the determination, the Contractor shall notify the Waste Generator, and the Ordering Activity/Waste Generator, of the results in writing. The Contractor's notification shall include the Contractor's determination of whether the waste stream is approved for disposal at the Contractor's facility. If the Contractor determines that a waste stream cannot be disposed of at the Contractor's facility, the notification shall also specify the Contractor's basis for its determination. Notification of approval of a waste stream for disposal by the Contractor does not obligate the Government to issue a task order under the contract.

<u>Transportation</u>:

10. The Ordering Activity/Waste Generator is responsible for the costs of transporting waste, unless otherwise specified in the task order.

11. After a task order has been issued and accepted, the Contractor shall issue a Notice to Transport to the waste generator within 5 days of receipt of shipment request and draft manifest from the waste generator, contingent upon approval of the waste profile record by the Contractor.

12. The Contractor shall provide services to survey vehicles used to transport the wastes to the Contractor's site to verify radioactive contamination has occurred or not occurred upon vehicle arrival and before departure in accordance with its Radioactive Material License, 49 CFR – Transportation and DOE requirements and policies. The Contractor shall perform inspections in accordance with DOE Order 460.2A, Departmental Materials Transportation and Packaging Management, (unless otherwise specified in the task order), i.e., inspect upon receipt for damage or loss and evidence of leakage. Radioactive material shipments with external visual damage shall be monitored to ensure that external

contamination and radiation levels do not exceed limits in 49 CFR 173.441 and 173.443. Radioactive material shipments without external visual damage shall be inspected for external contamination and radiation levels in accordance with survey requirements under 10 CFR 835.405, *Occupational Radiation Protection*. The Contractor shall maintain a record of all surveys. A copy shall be forwarded to the CO and Designated Contracting Officer (DCO) and the Ordering Activity/Waste Generator shipping the waste upon request. Any vehicle contamination will be reported to the Ordering Activity/Waste Generator, and the CO and DCO within 24 hours of detection for determination of corrective action prior to decontamination and delivery vehicle release. Copies of survey reports shall be forwarded to the Ordering Activity/Waste Generator and CO and DCO in cases where readings are above the Contractor's Radioactive Material License or Department of Transportation (DOT) release criteria unless otherwise specified in the task order.

13. The Contractor shall prepare the various instruments of conveyance (trucks/trailers) for return to the provider for wastes delivered under this contract. Release of transport conveyances shall be in accordance with DOT standards under 49 CFR 177.843(a) and 49 CFR 174.715(a) and shall be included in the disposal price.

14. The Ordering Activity/Waste Generator shall transport and deliver the waste or cause it to be transported and delivered to the disposal facility as follows: (1) in vehicles or rail cars, (2) in bulk, packaged as required by DOT in 49 CFR 173, 174, 178 and 179 and other applicable regulations and as approved by Contractor in writing before loading and shipment, and (3) in accordance with Contractor license and the Regulations. All waste will be packaged in accordance with the Regulations, including 49 CFR regulations for radioactive material. The Contractor shall have no responsibility for arranging for, scheduling or transporting the waste unless otherwise specified in the task order.

15. A Uniform Low-Level Radioactive Waste Manifest (Manifest) shall be completed properly and in full and executed by the Ordering Activity/Waste Generator and delivered to the Contractor for and together with each loaded transport vehicle. The Ordering Activity/Waste Generator shall comply with all applicable regulations regarding shipping papers and, when applicable, the requirements for hazardous waste manifests. Additionally, the Ordering Activity/Waste Generator shall provide to the Contractor a copy of the completed and executed Manifest, a minimum of three (3) days prior to arrival at the disposal facility of the shipment for which the Manifest has been prepared. All waste shipped on an individual Manifest shall be considered a “Shipment” under the terms of this contract.

16. If the Manifest is in error or not properly executed, or if the loaded transport vehicle and/or containers do not conform to the requirements of Contractor license or the Regulations, or if they arrive damaged or unusually difficult to

unload, the Contractor shall give notification to the DCO and Ordering Activity/Waste Generator, and advise the DCO and Ordering Activity/Waste Generator of Contractor proposed corrective action and an estimate of the costs to correct the problem, if any. The DCO and Ordering Activity/Waste Generator shall have forty-eight (48) working hours to: (1) advise the Contractor if it does not wish Contractor to proceed with the proposed corrective action or (2) direct an alternative course of conduct. Under no circumstances shall such transport vehicle and/or containers be considered as accepted because the same are located at the disposal facility.

17. The Contractor shall unload and release transporting vehicles and containers in accordance with contract requirements. If, upon delivery or during unloading, the Contractor determines that the transport vehicles and/or containers are contaminated, leaking, do not meet the survey, or are otherwise determined to not be packaged as required by 49 CFR 173, or any other requirement, Contractor shall give written notification to the DCO and Ordering Activity/Waste Generator and advise the DCO and Ordering Activity/Waste Generator of Contractor proposed corrective action and an estimate of the costs to correct the problem. The DCO and Ordering Activity/Waste Generator shall have forty-eight (48) working hours to: (1) advise the Contractor if it does not wish Contractor to proceed with the proposed corrective action or (2) direct an alternative course of conduct. The Ordering Activity/Waste Generator represents and warrants that, prior to shipping to Contractor, all transporting vehicles were free from contamination to at least the “exclusive use” standard.

18. The Ordering Activity/Waste Generator acknowledges that the lawful and timely disposal of the waste makes critical and vital the scheduling for delivery of the waste to the disposal facility. The Ordering Activity/Waste Generator, therefore, shall, to the extent practicable, deliver the waste at the disposal facility as scheduled upon approval from the disposal Contractor.

19. Wooden items or items with wood content, e.g. wooden crates, wooden boxes, and wooden pallets, will not be released once they have been inside the Contractor’s restricted area. There will be no separate disposal charges for wooden items that are not part of the waste or waste disposal container (e.g. no charge for wooden pallets).

20. The Ordering Activity/Waste Generator reserves the right to request the return of non-wood empty containers and/or pallets. In this case the Contractor will comply with guidance from the Ordering Activity/Waste Generator regarding the return or other disposition of the containers. Title to empty containers and pallets not returned to the Waste Generator transfers to the Contractor upon receipt and may be disposed, reused, or recycled, in accordance with applicable laws and regulations and at the discretion and expense of the Contractor. However, if the containers are reused, or released by the Contractor (in accordance with established release limits) to anyone other than DOE, all Government markings

must be removed and the Government bears no liability for any further use of the containers or pallets. There will be no cleaning charge for boxes, drums or containers not returned to the Waste Generator under this contract.

21. The Contractor shall unload and prepare shipping vehicles(s) for release within 1 working day after receiving waste in the case of truck delivery. Bulk containers (e.g. Sealand containers, Intermodals, Conex containers, etc.) shall be unloaded and prepared for release within 15 working days of receipt.

Receipt of Waste:

22. The disposal Contractor shall receive the waste in accordance with its WAC, and DOT requirements. The waste to be received and disposed of under this contract shall be only of the type set forth herein. Prior to the Ordering Activity/Waste Generator delivering the waste to the Contractor for management under this contract, the Ordering Activity/Waste Generator shall prepare and submit to the Contractor, for Contractor approval, all certifications required by Contractor and Contractor license to assure Contractor that the waste is as specified in approved waste profile, and meets the requirements for management at the disposal facility. The Ordering Activity/Waste Generator represents and warrants that the information contained in its completed waste profile forms is true and correct, and the Ordering Activity/Waste Generator acknowledges that the Contractor can rely on the information contained in such waste profile forms. The waste profile forms shall identify separate waste streams. The Ordering Activity/Waste Generator shall commence shipment or delivery of the waste to Contractor only upon issuance of the task order and approval by the contractor.

23. The Ordering Activity/Waste Generator shall properly complete, execute and deliver to the Contractor all forms identified by the Contractor as pertaining to the waste, all of which forms are available from the Contractor. Upon approval of fully executed forms by the Contractor, such forms, approvals and supporting information shall be incorporated by reference, and shall constitute the description of the waste pursuant to this contract. The Ordering Activity/Waste Generator shall allow the Contractor to audit the Ordering Activity/Waste Generator's waste characterization process. Additionally, with regard to hazardous waste, the Ordering Activity/Waste Generator shall complete properly and in full and execute and deliver to the Contractor all forms that pertain to such waste, including hazardous waste manifests and notices and certifications as required of a hazardous waste generator (and/or treater) as provided in 40 CFR 262 Subpart B and 40 CFR 268.7. The Contractor shall be entitled to rely on the information and data set forth in said forms as true and correct, and the Ordering Activity/Waste Generator represents and warrants that said information and data is true and correct and is in accordance with the Contractor license and the regulations. All said forms must be signed by the Ordering Activity/Waste Generator or his authorized representative and identify separate waste streams. Said forms shall also be signed by such other persons or entities as Contractor may require.

24. The Contractor shall provide a Shipment Delivery Scheduler point of contact for scheduling shipments from the Ordering Activity/Waste Generators and for receipt of the DOT advanced shipment notifications. The Contractor will identify a Shipment Delivery Scheduler in Section G, *Contract Administration Data*. The shipment documentation required under this contract includes:

(a) Notice of Delivery: Not less than 5 working days prior to the shipping date of each waste stream shipment, the Contractor will be provided the following from the Ordering Activity/Waste Generator:

(1) The 5 Working Day Shipment Notification form;
(2) The Special Nuclear Material Exemption Certification form, if applicable (required when U-235, U-233, Pu-236, and Pu-238 through Pu-244 are present in the waste);
(3) A copy of the Waste Profile form for each waste stream to be disposed of;
(4) A copy of the Waste Shipment Manifest documentation, e.g., (NRC Forms 540 (Uniform Low-Level Radioactive Waste Manifest (Shipping Paper)), 541 (Uniform Low-Level Radioactive Waste Manifest (Container and Waste Description)), NRC Form 542 (Uniform Low-Level Radioactive Waste Manifest (Manifest Index and Regional Compact Tabulation)), DOE and State forms.

(b) Arrival Confirmation: Upon receipt of the above items, the Shipment Delivery Scheduler shall provide to the Ordering Activity/Waste Generator and CO a date for delivery of the shipment and an Arrival Confirmation Number.

Note: The above listed items (a) and (b) will be provided to the Contractor by email, mail, or facsimile.

25. The Contractor shall unload the radioactive waste using appropriate safety standards, guidelines, facility procedures and in accordance with its licenses, permits, and Federal, state, and local laws and ordinances.

26. In the event that the Contractor discovers that the motor vehicle, rail car, containers, packaging, and/or markings of the delivered waste material has failed to meet the U.S. DOT requirements under Title 49 CFR – Transportation, or any applicable requirements, the Contractor shall document the infraction and notify the Ordering Activity/Waste Generator and the DCO within 24 hours by telephone upon discovery, and in writing within 48 hours. See requirements under Non-Conforming Waste.

27. The Contractor shall accept deliveries during normal working hours (defined as 8:00am until 4:00pm local time, Monday through Friday, except holidays as

defined below*) unless otherwise scheduled with the Contractor in advance. Both parties to this contract recognize that logistic considerations may require acceptance of deliveries outside of normal working hours. Arrangements for such deliveries shall be subject to mutual agreement of the parties and subject to incorporation into task orders, at the price specified in the schedule, issued under this contract.

* Holidays are defined as:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving	Last Thursday and Friday of November
Christmas Day	December 25

Operations:

28. The Contractor shall dispose of all waste in accordance with Federal, state, and municipal laws, codes, and regulations applicable for the facilities and equipment required to accomplish the applicable scope of work. The Contractor shall complete all appropriate handling, interim storage, disposal and certification functions within the prices established in this contract and any resulting task orders while adhering to schedule requirements and all applicable DOE and regulatory requirements.

29. All Treatment, Storage and Disposal Facilities (TSDFs) are required to be reviewed in accordance with DOE Order 435.1 requirements for approval of the use of non-DOE facilities (currently most facilities performing services for DOE rely on the DOE Consolidated Audit Program (DOECAP)). DOECAP may also be used as the mechanism for other DOE or EM reviews deemed appropriate or required. Contractors shall allow reasonable site access to personnel for these purposes. Any costs shall be included in the firm fixed unit prices and the task orders' prices.

30. The Contractor shall be liable for the repair or replacement of rail cars and trucks damaged by the Contractor in the performance of the task order. Notification of existing damage to conveyances received under this contract shall be provided to the Ordering Activity/Waste Generator and DCO within 24 hours of the incident. Contractor notification as required by this paragraph, may be issued by email, facsimile or other electronic means provided such means results in verifiable evidence of the receipt of the required notification.

31. The Contractor shall properly treat and dispose of all byproduct, residual and secondary waste in compliance with Federal and state regulations and permits.

These costs shall be included in the firm fixed unit prices and the task orders' prices.

32. Waste processing to achieve conformance with the Contractor's WAC may be ordered under this contract to the extent such activities are allowed by the Contractor's applicable licenses or permits. Two objectives of waste processing are contemplated, to adjust moisture content and to adjust overall levels of radioactivity. This provision addresses wastes known, or found upon receipt at the Contractor's site, to require adjustment of their moisture contents and/or those wastes requiring adjustment to levels of radioactivity. The following services will be provided at the Contractor's facility, and only after issuance of an appropriate task order.

a. Presence of free liquids: This problem is detected immediately upon opening the cover of the shipping conveyance. It may be corrected by the addition of absorbent substances directly to the waste until the free liquid is absorbed.

b. "Bound" moisture exceeding optimum: Acceptance testing of the waste at the Contractor site will reveal this situation which may be corrected by:

   (1) Processing with dry inert Contractor soils.
   (2) Processing with other wastes in the disposal cell.
   (3) Spreading the waste upon the surface of the cell and harrowing it.
   (4) Other means compliant with the Contractor's licenses and permits.

c. "Bound" moisture below optimum: This problem is detected by testing at the Contractor's site. It may be rectified:

   (1) At the point of unloading the shipping conveyance by the addition of water and subsequent processing during placement of the waste in the disposal cell.
   (2) Processing with other wastes in the disposal cell.
   (3) Other means compliant with the Contractor's licenses and permits.

d. Overall radioactivity levels may be adjusted by the Contractor at his disposal site by:

   (1) Processing with dry inert Contractor provided soils.
   (2) Processing with other wastes in the disposal cell.
   (3) Other means compliant with the Contractor's licenses and permits.

33. The Contractor shall dispose of the LLW and/or MLLW, and any secondary waste generated in accordance with the time limitations specified in the Contractor's permits, licenses, and applicable federal, state and local

requirements. The Contractor shall notify DOE in writing at least sixty (60) days prior to exceeding any storage limit.

Reporting Requirements:

34. As requested, all documentation in this section, and modifications, shall be submitted to the DCO for information. The Contractor shall promptly (within 48 hours) respond to questions regarding reports. Any costs shall be included in the firm fixed unit prices and the task orders' prices.

35. Within 5 working days of request by the DCO, the Contractor shall provide complete documentation of: site permits for disposal of waste, NRC or Agreement State Radioactive Materials License, WAC, the Contractor's Closure Plan, and any other authorizations, exemptions, revisions, RCRA permit requirements, applicable exemptions, and other requirement etc., documenting that the Contractor is permitted to receive, handle, store, and dispose of the specific type and quantity of radioisotopes present in the waste to be disposed of under this contract.

36. Documentation and/or records shall be retained in accordance with requirements of the Contractor's license and permits, and copies shall be provided to the DCO within 5 working days of a written request.

37. For laboratories not previously approved by DOE, prior to receiving samples for offsite analysis, the Contractor shall provide copies of the current radioactive material licenses and most recent Audit Report supporting disposal as well as any required special certifications showing that the laboratory is qualified to perform the analysis. Any subsequent revisions to these requirements shall be supplied to the DCO, where applicable, within 10 days of the request.

38. The Contractor shall document disposal by providing signed copy of the original facility Certificate of Disposal to the Ordering Activity/Waste Generator and the DCO within 30 working days of disposal.

39. The Contractor shall notify the DCO and Ordering Activity/Waste Generator, in writing including email, of Notice of Violation (NOV) issued by regulatory agencies related to waste received at the disposal facility under this contract within 48 hours. If any DOE waste stream is impacted, the Contractor will provide the NOV documentation within three working days. DOE will consider and handle this information as Business Sensitive.

40. The Contractor shall maintain a record of all non-conformances and deficiencies for waste received under this contract which are identified by regulatory agencies. The Contractor shall provide the record to the DCO within 5 working days of the request.

41. The Contractor shall verbally notify the affected DCO and Ordering Activity/Waste Generator and the CO within twenty-four hours of discovery of any event or condition impacting the scheduled receipt of waste, together with corrective actions planned and information on rescheduling of shipments.

42. On an annual basis, the Contractor shall provide a Waste Disposal Report to the CO and the EM Office of Disposal Operations (EM-43), documenting the following. A Final Summary Report, summarizing the data, shall be provided at the end of the contract, within 30 days after physical completion of work.

a. Monthly waste disposal including weights, volumes, source, radionuclide content/characterization data, and the location of U.S. DOE-generated waste disposed.

b. All vehicle contamination exceeding release criteria shall be identified. A listing of any deviated or rejected shipments during the period including any corrective action (e.g. processing of nonconforming waste for excess moisture) performed by the Contractor; compliance, permitting or regulatory problems and resolution for the previous quarter; occurrences or events, which adversely affected disposal operations and associated impact on operations and scheduled receipt or disposal.

43. Thirty days after physical completion of work conducted under this contract, the Contractor shall submit a Contract Closeout Plan to the CO for approval. The Contractor must address closeout activities, as appropriate, including but not limited to all remaining administrative matters, resolution of any open litigations, audit of indirect costs, record disposition required by the Government, records turnover to DOE (including review, organizing and packaging), closeout of subcontracts, and the Final Summary Report.

<u>Non-Conforming Waste</u>:

44. Non-conforming waste is defined as waste that is noncompliant with Contractor's license, permits, regulations (Federal, State, Local), WAC, procedures, or approved waste profile. Such determination shall be made by Contractor.

a. Upon discovering any non-conforming waste, Contractor will give notification within 24 hours by telephone (to be followed by written notification within 48 hours) to the Ordering Activity/Waste Generator. The notice shall advise of which of the following options Contractor has elected with regard to the non-conforming waste and, except as limited or precluded by action or demand of a governmental authority, said notification shall be given not less than two (2) working days prior to

Contractor implementing that option. In coordination with the DCO, the Contractor may:

(1) process the non-conforming waste so as to allow disposal;
(2) remove or cause to be removed any non-conforming waste from the disposal facility;
(3) perform other suitable management practices that are prudent considering the nature of the non-conforming waste, the Regulations, and input from regulatory authorities;
(4) make its own arrangements to cause the waste to be returned to the Ordering Activity/Waste Generator at the Ordering Activity/Waste Generator's cost, if within a reasonable time after demand, the Ordering Activity/Waste Generator fails or refuses to undertake and complete removal of the non-conforming waste from the disposal facility.
(5) charge the Ordering Activity/Waste Generator as agreed to by both parties, and approved by the CO, reasonable charges incurred by Contractor to dispose and retrieve, and manage the non-conforming waste.

b. The DCO, in coordination with the Ordering Activity/Waste Generator, may direct an alternative course of action.

45. The Ordering Activity/Waste Generator shall maintain all necessary licenses and permits to receive all returned non-conforming waste at their facility, or shall designate an alternate facility that is fully licensed and permitted to receive non-conforming waste shipped to it. The Ordering Activity/Waste Generator agrees to receive such non-conforming waste at its facility or a designated facility within ten (10) working days after notification by Contractor.

46. The Contractor shall have no obligation to receive, handle, store, or dispose of any non-conforming waste delivered to the Contractor's facility.

PART I – THE SCHEDULE

SECTION D – PACKAGING AND MARKING

D.1PACKAGING (APR 1984)

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.2MARKING (APR 1984)

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

(1) Identifies the contract and Task Order 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) All packages, reports, or other deliverables must be delivered to the DCO as identified in the task order.

PART I – THE SCHEDULE

SECTION E – INSPECTION AND ACCEPTANCE

E.1 FAR 52.246-4 INSPECTION OF SERVICES – FIXED PRICE (AUG 1996)

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

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

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

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

(e) If any of the services do not conform with contract requirements, the Government may require the Contractor to perform the services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by reperformance, the Government may—

(1) Require the Contractor to take necessary action to ensure that future performance conforms to contract requirements; and

(2) Reduce the contract price to reflect the reduced value of the services performed.

(f) If the Contractor fails to promptly perform the services again or to take the necessary action to ensure future performance in conformity with contract requirements, the Government may—

(1) By contract or otherwise, perform the services and charge to the Contractor any cost incurred by the Government that is directly related to the performance of such service; or

(2) Terminate the contract for default.

E.2 INSPECTION

Inspection of all items under each task order issued under this contract shall be accomplished by the DCO, the Designated Contracting Officer's Representative (DCOR), or any other duly authorized Government representative identified by the DCO responsible for the task order. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

E.3 ACCEPTANCE

Acceptance of all work and effort under task orders performed under this contract (including "Reporting Requirements," if any) shall be accomplished by the Designated Contracting Officer identified under the task order or the duly authorized representative and in accordance with this basic contract and/or the individual task order acceptance criteria.

E.4 FINAL INSPECTION/ACCEPTANCE

Final inspection and acceptance of deliverable and completion of task orders shall take place at the completion of delivery at the task order location.

PART I – THE SCHEDULE

SECTION F – DELIVERIES OR PERFORMANCE

F.1 PLACE OF PERFORMANCE - SERVICES

The services specified by this contract shall be performed at the Contractor's facility. The Place of Performance shall be specified in each individual task order.

F.2 DELIVERY SCHEDULE

The delivery schedule shall be specified in each individual task order.

F.3 PERIOD OF PERFORMANCE

The period of performance for ordering purposes shall be five (5) years from the date of award of the basic contract. Individual task order performance shall not exceed five (5) years from the date of task order award.

F.4 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.

F.5 FAR 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984)

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

(b) A claim under this clause shall not be allowed—

(1) For any costs incurred more than 20 days before the Contractor shall have notified the Contracting Officer in writing of the act or failure to act involved; and

(2) Unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the delay or interruption, but not later than the day of final payment under the contract.

PART I – THE SCHEDULE

SECTION G – CONTRACT ADMINISTRATION DATA

G.1 SUBMISSION OF VOUCHERS/INVOICES

Contractors will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting payment for supplies or services rendered. The Standard Form can be found on the General Services Administration (GSA) website at: http://www.gsa.gov/Portal/gsa/ep/formslibrary.do?formType=SF.

Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows Contractors 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 https://vipers.oro.doe.gov/. 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.

G.2 INDIVIDUALS AUTHORIZED TO ISSUE TASK ORDERS

a. All DOE Offices, Laboratories, and Project Offices, including any DOE Prime Contractor or Subcontractor to a DOE Prime Contractor performing environmental cleanup services for DOE are authorized to place task orders under this contract.

b. Other users may be authorized, in writing, by the CO on a case-by-case basis. Inquiries shall be directed to the CO, as documented in Section G.4 below.

G.3 DESIGNATED CONTRACTING OFFICERS REPRESENTATIVE (DCOR)

The DCOR will be designated in each individual task order. Specific duties and responsibilities of the DCOR are those delegated in the DCOR's Delegation under each individual task order.

G.4 CORRESPONDENCE PROCEDURES

1. For task orders issued by offices of the U.S. Department of Energy:

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 DCOR, with an information copy of the correspondence to the DCO established under each task order (see below paragraph (d) and to the cognizant Contracting Officer (CO) designated in Block 24 of the contract form (Solicitation, Offer, and Award Standard Form 33) of this contract or if a Standard Form 26 is used (Award/Contract) the CO designated in block 6 of this contract.

(b) Other Correspondence.

(1) If no Government Contract Administration Office is designated on the contract form of each individual task order, all correspondence, other than technical correspondence, shall be addressed to the DCO, with information copies of the correspondence to the DCOR, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(2) If a Government Contract Administration Office is designated on the contract form of each individual task order, all administrative correspondence, other than technical correspondence, shall be addressed to the Government Contract Administration Office so designated, with information copies of the correspondence to the DCO and DCOR established under each task order, and to the DOE Patent Counsel (where patent or technical data issues are involved).

(c) CO Address. The CO address is as follows:

ATTN: Chris Lockhart
U.S. Department of Energy
Environmental Management Consolidated Business Center
250 East 5th Street, Suite 500
Cincinnati, OH 45208

(d) COR Address. The COR address is as follows:

ATTN: M. Lee Bishop
U.S. Department of Energy
Los Alamos National Laboratory
3474 West Jemez Rd.
Los Alamos, NM 87544

(e) DCO Address: Shall be identified in each individual task order.

(f) Technical Reports. Procedures for technical reports will be specified and described in each individual task order.

2. For orders issued by authorized U.S. Department of Energy Contractors:

For orders issued by U. S. DOE authorized contractors, correspondence procedures shall be as specified in individual task orders. For orders issued by U. S. DOE authorized contractors, the following terms and phrases which appear in the basic contract shall be interpreted relative to the individual order to read as follows:

a. U.S Department of Energy, Department of Energy, DOE, the Government, or any other term or phrase intended to refer to the U.S. Department of Energy or the United States of America, shall be construed to mean the contractor or other entity placing the order.

b. Designated Contracting Officer, Designated Contracting Officer's Representative, DOE-DCOR, and any other term or phrase intended to refer to an authorized representative of the United States Department of Energy or the United States of America shall be construed to mean "authorized representative" of the contractor or other entity placing the order.

G.5 DEFECTIVE OR IMPROPER INVOICES

Name, title, phone number, office name, and complete mailing address of officials of the business concern who are to be notified when the Government receives a defective or improper invoice.

Brent Stoneman
AR Accountant
Waste Control Specialists LLC
P.O. Box 1129
Andrews, TX 79714
432-525-8656

David Henderson
Director of Finance
Waste Control Specialists LLC
P.O. Box 1129
Andrews, TX 79714
432-525-8691

G.6 DEFINITIONS

The following special definitions are applicable to this contract:

Contracting Officer (CO) –The person with the authority to enter into contracts as defined in FAR 2.101, who is assigned as responsible for this contract as a whole and who is specified in G.4.1.(c).

Contracting Officer Representative (COR) - The DOE technical representative whose responsibilities apply to the technical factors of this contract as a whole.

The extent of the COR's authority is defined in Section H Clause "Technical Direction".

For orders placed by the Government, use the following definitions:

Designated Contracting Officer (DCO) - The person with the authority to enter into contracts as defined in FAR 2.101 and who is assigned as responsible for the specific task order issued under this contract. The DCO shall be identified in each individual task order.

Designated Contracting Officer's Representative (DCOR) – The DCO's designated representative whose responsibilities apply to the specific task order issued under this contract and who is specified in the task order. The extent of the DCOR's authority is defined in Section H Clause "Technical Direction".

For orders placed by DOE Prime Contractors or Subcontractors to the DOE Prime Contractor as defined in Clause H.8 substitute the following definitions:

Contractual Representative - For task orders (subcontracts) issued by authorized DOE Prime Contractors or Subcontractors to a DOE Prime Contractor in accordance with Contract Clauses H.8 and H.21, the person with the necessary corporate authority to enter into a subcontract binding the corporation, who is responsible for the specific task order (subcontract) issued pursuant to the terms of this contract and who is identified in the Prime Contractor or Subcontractor to a DOE Prime Contractor-issued task order (subcontract). This person is not a warranted Government contracting officer exercising the rights and authorities as defined in FAR 2.101 on behalf of the Government or DOE.

Technical Representative - For task orders (subcontracts) issued by authorized DOE prime contractors or Subcontractors to a DOE Prime Contractor in accordance with Contract Clauses H.8 and H.21, the contractual representative's technical representative whose responsibilities apply to the specific Prime Contractor or Subcontractor to a DOE Prime Contractor-issued task order (subcontract) pursuant to the terms of this contract and who is identified in the Prime Contractor or Subcontractor to a DOE Prime Contractor- issued task order (subcontract). This person is not acting on or behalf of the government or the contracting officer stated in G.4.

DOE Prime Contractor – DOE Prime Contractor as used in Clause H.21 is a contractor that has a contract with the Department of Energy separate from this IDIQ contract. The term "DOE Prime Contractor" for purposes of clause H.21 does not mean this IDIQ contract between the contractor and the Department of Energy.

Subcontractor to a DOE Prime Contractor – Subcontractor to a DOE Prime Contractor as used in Clause H.21 is a subcontractor that has a subcontract with a

DOE Prime Contractor separate from this IDIQ contract. The term "Subcontractor to a DOE Prime Contractor" for purposes of H.21 does not mean this IDIQ contract between the contractor and the Department of Energy

Context of clauses and provisions – Whenever it is necessary to make the clauses fit the context of a task order (subcontract) issued by a DOE Prime Contractor or Subcontractor to a DOE Prime Contractor in accordance with Contract Clauses H.8 and H.21 and to derive proper meaning in a subcontract situation, the terms "DOE", "Government" and "Contracting Officer" shall mean the Prime Contractor or Subcontractor to a DOE Prime Contractor, except the terms "DOE", "Government" and "Contracting Officer" do not change: (1) in the phrases "Government Property", "Government-Furnished Property", "Government Equipment" and "Government-Owned Equipment", or where otherwise intended that title ownership or rights are to remain with the Government; or (2) where statute or regulation vests authority exclusively in specific agencies or officials; or (3) unless otherwise specifically modified in the task order and consented to by the DOE contracting officer.

PART I – THE SCHEDULE

SECTION H – SPECIAL CONTRACT REQUIREMENTS

H.1 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:

i) Providing direction to the Contractor that redirects contract effort, shifts work emphasis between work areas or tasks, requires pursuit of certain lines of inquiry, fills in details, or otherwise serves to accomplish the contractual PWS.

ii) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.

iii) 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 CO. It will specify the extent of the COR's authority to act on behalf of the CO.

(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:

i) Constitutes an assignment of additional work outside the Performance Work Statement;

ii) Constitutes a change as defined in the contract clause entitled "Changes;"

iii) 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;

iv) Changes any of the expressed terms, conditions or specifications of the contract; or

v) 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 CO in writing within five (5) working days after receipt of any such instruction or direction and must request the CO to modify the contract accordingly. Upon receiving the notification from the Contractor, the CO must:

i) 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;

ii) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or

iii) 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 CO 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.2 NO THIRD PARTY BENEFICIARIES

This contract is for the exclusive benefit and convenience of the parties hereto. Nothing contained herein shall be construed as granting, vesting, creating, or conferring any right of action or any other right or benefit upon past, present, or future employees of the Contractor, or upon any other third party. This provision is not intended to limit or impair the rights which any person may have under applicable Federal statutes.

H.3 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.

H.4 RELEASE OF INFORMATION

Any proposed public release of information including publications, exhibits, or audiovisual productions pertaining to the effort/items called for in this contract shall be submitted at least ten (10) days prior to the planned issue date for approval. Proposed releases are to be submitted to Public Affairs Office, Department of Energy, Environmental Management, Consolidated Business Center, 250 East 5th Street, Suite 500, Cincinnati, OH 45202, with a copy provided to the DCO.

H.5 CONFIDENTIALITY OF INFORMATION

(a) To the extent that the work under this contract/task order 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 CO or DCO 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 CO or DCO, 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 CO or DCO. From time to time upon request of the CO or DCO, 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.6 MODIFICATION AUTHORITY

Notwithstanding any of the other provisions of this contract/task order, the CO or DCO 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.7 ORDERING PROCEDURES

(a) For the work specified in the Performance Work Statement of this contract, the CO or a DCO may issue task orders, on a firm-fixed price basis, to one or more of these Contractors, pursuant to the procedures set forth in this clause. The Contractor shall commence performance upon the receipt of a task order signed by the Contracting Officer or a DCO.

(b) For CLINS 1001-10002 the Contracting Officer or DCO may issue orders at the prices stated in **Section B.5, Contract Line Item Prices**. The task order issued will include the following information, but is not limited to:

(1) Date of the order;
(2) Contract and Task Order numbers;
(3) Task Order Performance Period
(4) Task Order deliverables;
(5) Any property, material, or site support to be made available for performance of the Task Order (GFS/I);
(6) The total quantity and dollar value of the Task Order, and appropriate breakout for the specific Task Order type, if applicable;
(7) Accounting and appropriation data;
(8) The names, addresses, and phone numbers of the applicable DCO and DCOR as well as any other necessary points of contact; and
(9) Any other pertinent information deemed necessary to the performance of the order.

(c) In order for a contract to be awarded for CLIN(s) 9004-9006, Ancillary Services and 10001-10002, Sealed Sources, the contract must include one or more of the disposal CLIN(s) 1001 through 8004. A single award for CLIN(s) 9004-9006, Ancillary Services and 10001-10002, Sealed Sources, will not be made.

(d) The contractor agrees that issuance of a task order in accordance with any of the procedures as described below is deemed to have provided the contractor a "fair opportunity to be considered" as that phrase is used in Section 303J(b) of the Federal Property and Administrative Services Act of 1949, as amended.

(e) The DCO shall give every awardee a fair opportunity to be considered for a task order exceeding $3,000 unless one of the following statutory exceptions applies:

(1) The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays;

(2) Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized;

(3) The order must be issued on a sole-source basis in the interest of economy and efficiency as a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order.

(4) It is necessary to place an order to satisfy a minimum guarantee.

(f) If the task order is $5 million or less, the DCO should consider the price,

transportation costs, performance on earlier orders under the contract, including quality and timeliness, potential impact on other orders placed on the Contractor, any statutory or regulatory restrictions and ability to meet receipt and disposal requirements.

(g) If the task orders exceed $5 million, the DCO should send a notice of the task order that includes a clear statement of the requirements, such as type and quantity of waste, potential surcharges and ancillary services, mode of transportation, delivery, receipt and disposal requirements. The notice will include identification of the factors that will be considered in issuing the task order. The notice will include the factors that will be considered and their relative importance and what information, if any, should be submitted by the Contractors. These factors may include consideration by the DCO of the Governments mode of transportation and/or transportation costs, performance on earlier orders under the contract, including quality and timeliness, potential impact on other orders placed on the Contractor, any statutory or regulatory restrictions. Price is required to be considered. The DCO shall specify whether the price to be submitted is the price established in the contract for the CLIN(s), or whether the Contractor is permitted to submit prices lower than the prices established in the contract for the CLIN(s). In no event shall any task order permit a fixed unit above the price established in the contract for the CLIN(s). The Contractor will be provided a reasonable period to respond to the notice of the task order and provide any information, if requested by the DCO. Seven calendar days will be considered a reasonable response time. DCO's may provide for a longer period and will identify the period in the notice.

(h) The competition requirements in FAR Part 6 and the policies in FAR Subpart in 15.3 do not apply to the ordering process.

(i) No protest is authorized in connection with the issuance or proposed issuance of a task order except for a protest on the grounds that the order increases the scope, period, or maximum value of the contract.

(j) To ensure that all contractors are afforded a fair opportunity to be considered for task orders pursuant to FAR 16.5 the DOE has a Task Order Ombudsman. The purpose of the Ombudsman is not to diminish the authority of the Contracting Officer, but to receive on behalf of and to communicate to the appropriate Government personnel concerns and disagreements of contractor(s) not receiving a specific task and to work to resolve the matter. When requested, the Ombudsman will maintain strict confidentiality as to the source of the concern. The Ombudsman does not participate in the original selection of contractors or in the evaluation or determination of the issuance of task orders under this contract, does not act in the capacity of a Contracting Officer, and does not participate in the adjudication of contract disputes, in regard to multiple award task order contracts awarded pursuant to FAR 16.5. Interested parties may contact the Ombudsman with concerns or disagreements.

H.8 TASK ORDERS ISSUED BY DOE PRIME CONTRACTORS AND SUBCONTRACTORS

Any DOE Prime Contractor or Subcontractor to a DOE Prime Contractor performing environmental cleanup services for DOE may be authorized to use the terms and conditions of this contract and may place orders as subcontracts in accordance with FAR Part 44, *Subcontracting Policies and Procedures,* and the terms of this prime contract between the DOE and the Prime Contractor, or between the DOE Prime Contractor and its Subcontractor, for services described in Section C, Performance Work Statement, directly with the IDIQ Contractor as provided herein:

(1) Is within scope of this IDIQ contract,

(2) Orders shall be within the maximum quantity limitation identified in Section B.

(3) Provided that the Contracting Officer for the DOE prime contract has specifically authorized, in writing, the placement of such subcontracts using the same terms and conditions of this contract. Before providing such approval, the Contracting Officer for the DOE prime contract, shall have coordinated with the IDIQ Contracting Officer identified in G.4 and obtained approval to use this IDIQ contract's identical terms and conditions except as specifically set forth in this clause.

The Government shall not be liable under this Contract for any subcontracts entered into by such DOE Prime Contractors or its Subcontractors. Additionally, the DOE Prime Contractor/Subcontractor may use substantially similar forms that meet the intent of Section B.5. The DOE Prime Contractor/Subcontractor and the IDIQ Contractor shall execute a separately signed subcontract document that incorporates the terms and conditions of this IDIQ contract. In accordance with Section H.8 any other site-specific terms and conditions when entering into a separately signed task order/subcontract must be mutually agreeable between the Contractor and the DOE Prime Contractor or Subcontractor to a DOE Prime Contractor. The use of the IDIQ contracts terms and condition and prices by a DOE Prime Contractor or Subcontractor does not create privity of contract between DOE and the Prime Contractor/Subcontractor. However, while such subcontracts/orders create privity of contract only between the DOE Prime Contractor/Subcontractor and the IDIQ Contractor, the quantities ordered shall be included in determining the maximum order quantity under B.3.

H.9 PROGRAM MANAGER

(a) The Contractor shall designate a Program Manager who will be the Contractor's authorized supervisor for technical and administrative performance of all work performed under each task order. The Program Manager shall provide the single point of contact between the Contractor and the DCOR under each task order.

(b) The Program Manager shall receive and execute, on behalf of the Contractor, such

technical directions as the DCOR may issue within the terms and conditions of the task order.

H.10 TASK ORDER ADMINISTRATIVE INFORMATION

(a) DCOs, as anticipated in FAR 52.216-18 entitled "Ordering", all DOE Offices, including the National Nuclear Security Administration (NNSA), Laboratories, and Project Offices, including DOE Prime Contractors and Subcontractors to a DOE Prime Contractors are authorized to place task orders under this contract.

(b) The DCO identified on each task order is responsible for all task order activities including requesting Task Proposals/Task Plans, evaluating for award, awarding, funding, all administrative activities and evaluating contractor performance for all task orders issued. For tracking purposes, the CO will issue four-digit tracking number to each individual task order awarded under this contract. This tracking number will be specified in Section G of the task order and will include two alpha characters for the ordering office and two numeric characters for the task sequence (such as OR01).

(c) The DCO will provide copies of task orders and task order modifications to the CO. Copies of performance evaluations on completed task orders, or task orders that are in process, will also be provided to the CO. The CO will provide copies of the contract and contract modifications to the DCO, upon request. The DCO will also provide past performance information for work performed under this contract to the CO.

H.11 SECURITY

(a) Responsibility: It is the Contractor's duty to safeguard all classified information, special nuclear material, any information designated as sensitive and not subject to disclosure that may be provided either for task order proposal preparation or performance, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding and protecting against sabotage, espionage, loss and theft, classified information, sensitive information, and special nuclear material in the Contractor's possession in connection with the performance of work under this contract. Excluding disposal of wastes, special nuclear material will not be retained after the completion or termination of the contract.

(b) 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.

(c) Subcontracts and purchase orders. Except as otherwise authorized in writing by the Contracting Officer or the DCO for a task order, the Contractor shall insert provisions similar to the foregoing in all subcontracts and purchase orders issued by the Contractor under an individual task order.

H.12 DISPUTES

In addition to any other clauses contained herein related to the Section I clause entitled "FAR 52.233-1 Disputes" of this contract, any dispute between the Contractor and the DCO/Ordering Office shall be handled between the CO identified in the basic contract and the Contractor.

H.13 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) as may be issued and revised under the Service Contract Act (SCA). See Section J, Attachment J.2.

H.14 CONTRACTOR PRESS RELEASES

The DOE policy and procedure on news releases requires that all contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) days prior to the planned issue date, submit a draft copy to the DCO of any planned press releases related to individual task orders. The DCO will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

H.15 LOBBYING RESTRICTION (ENERGY AND WATER DEVELOPMENT 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.16 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF THE OFFEROR

The Representations, Certifications, and Other Statements of the Contractor, dated August 24, 2012, made in response to Solicitation No. DE-SOL-00001970 are hereby incorporated into this contract by reference.

H.17 DISPOSITION OF INTELLECTUAL PROPERTY - FAILURE TO COMPLETE CONTRACT (JULY 2011)

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

(a) The Government may take possession of and use all the technical data, including limited rights data, restricted computer software, and data and software obtained from

subcontractors, licensors, and licensees, necessary to complete the work in conformance with this contract, including the right to use the data in any Government solicitations for the completion of the work contemplated under this contract. Technical data includes, but is not limited to, specifications, designs, drawings, operational manuals, flowcharts, software, databases and any other information necessary for the completion of the work under this contract. Limited rights data and restricted computer software will be protected in accordance with the provisions of the Section I clause entitled "DEAR 970.5227-1 Rights in Data- Facilities." The Contractor shall ensure that its subcontractors and licensors make similar rights available to the Government and its contractors.

(b) The Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license in and to any inventions or discoveries regardless of when conceived or actually reduced to practice by the Contractor, and any other intellectual property, including technical data, which are owned or controlled by the Contractor, at any time through completion of this Contract and which are incorporated or embodied in the construction of the facilities or which are utilized in the operation or remediation of the facilities or which cover articles, materials or products manufactured at a facility: (1) to practice or to have practiced by or for the Government at the facility; and (2) to transfer such license with the transfer of that facility. The acceptance or exercise by the Government of the aforesaid rights and license shall not prevent the Government at any time from contesting the enforceability, validity or scope of, or title to, any rights or patents or other intellectual property herein licensed.

(c) In addition, the Contractor will take all necessary steps to assign permits, authorizations, leases, and licenses in any third party intellectual property to the Government, or such other third party as the Government may designate, that are necessary for the completion of the work contemplated under this Contract.

H.18 PROTECTION OF UNCLASSIFIED NUCLEAR INFORMATION

(a) The Contractor shall take appropriate action to establish and maintain a system to ensure that any Unclassified Controlled Nuclear Information (UCNI) in the Contractor's possession in connection with the performance of work under this contract is protected from unauthorized disclosure and dissemination in accordance with DOE regulations.

(b) The term "Unclassified Controlled Nuclear Information" means unclassified information protected against unauthorized dissemination pursuant to section 148 of the Atomic Energy Act with respect to atomic energy defense programs, and which pertain to:

(1) Design of production facilities or utilization facilities;

(2) Security measures relating to the protection of production or utilization facilities, nuclear materials contained in these facilities, nuclear materials in transit; or

(3) Design, production, or utilization of atomic weapons or components thereof, if such information was declassified or removed from the Restricted Data category, and if the unauthorized dissemination of such information could reasonably be expected to result in significant adverse effect on the public health and safety or the common defense by increasing the likelihood of illegal production of nuclear weapons, or theft, diversion or sabotage of nuclear materials, equipment or facilities.

(c) Access to UCNI shall be limited to those persons determined to require access to UCNI in the performance of official duties, and in conformance with applicable DOE Orders.

(d) While in use, UCNI shall be under the control of an authorized individual. As a minimum, UCNI shall be stored in locked desks, file cabinets, offices, or facilities where access is controlled.

(e) Each document or other material that is determined to contain UCNI shall be marked in a conspicuous manner to indicate the presence of UCNI. When transmitted outside an authorized place or storage, these documents shall be packaged to preclude disclosure of the presence of UCNI. All markings and transmittals, including electronic media, will be accomplished in accordance with applicable DOE orders.

(f) The Contractor agrees to conform to all regulations and requirements of the Department of Energy concerning UCNI as specified in the task order.

(g) Persons who violate prohibitions against unauthorized disclosure of UCNI may be subject to civil and criminal penalties under Sections 148 and 223 of the Atomic Energy Act of *1954*, as amended.

(h) This article, including this paragraph (h) shall be included in all subcontracts which involve access to UCNI.

H.19 PROTECTION OF CLASSIFIED MATTER

Documents originated by the Contractor or furnished by the DCO to the Contractor in connection with this Contract may contain classified matter. The Contractor shall be responsible for protecting such information from unauthorized dissemination in accordance with applicable DOE Regulations and Directives as specified in the task order.

H.20 REPORTING OF FRAUD, WASTE, ABUSE, CORRUPTION, OR MISMANAGEMENT

The contractor is required to comply with the following in accordance with the applicable DOE Order 221.1A Reporting Fraud, Waste and Abuse to the Office of Inspector General:

(a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations or suspicions of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts. The contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, contractors, or subcontractors. The contractor employees should also report to the DOE IG any allegations of reprisals taken against 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.21 AUTHORIZED USERS

a. All DOE Offices (including the National Nuclear Security Administration, Laboratories, and Project Offices), DOE Prime Contractors and Subcontractors to DOE Prime Contractors are authorized to place task orders under this contract.

b. Other users may be authorized, in writing, by the DOE CO on a case-by-case basis. Inquiries shall be directed to the DOE CO, as documented in Section G, *Contract Administration Data*.

H.22 SITE-SPECIFIC/TASK ORDER TERMS AND CONDITIONS

The Contractor acknowledges that the organization issuing a task order under this contract may have requirements unique to its mission and/or geographic location, including additional detailed statements of work. The Contractor agrees that the organization placing an order reserves the right to incorporate, subject to mutual agreement of the organization and the Contractor, its own local site-specific terms and conditions relative to the Federal Acquisition Regulations, Agency-specific regulations, orders or guidelines, environment, safety and health considerations, or other applicable local, state and Federal laws and regulations. These site-specific and task order-specific Terms and Conditions shall only apply to the task order(s) into which they are incorporated.

All task orders are subject to the terms and conditions of this contract. In the event of

conflict between a task order and this contract, this contract shall control.

H.23 PERMITS & LICENSING

The Contracting Officer and/or DCO have a right to exclude from competition of an individual task order a Contractor whose requisite licenses or permits have been suspended or may not have the requisite licenses or permits and/or who may be capable of receiving waste at the time of the issuance of the request for task proposals. The Contractor shall notify DOE immediately upon the occurrence of the above event.

H.24 ESCALATION

The Contract Line Prices in Section B.5 includes firm fixed unit prices for the five (5) year ordering period of the contract. For performance of task orders, which extend beyond the effective period of this contract, the firm fixed unit prices shall be escalated by the following escalation rate for performance that extends into the years 6-10, as applicable. Escalation shall be based on a standard 3.5% escalation rate over the previous years' prices.

H.25 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 and will be included in the contract price. 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.

H.26 SMALL BUSINESS SUBCONTRACTING PLAN (JULY 2011)

The "master" Small Business Subcontracting Plan, submitted by the Contractor consistent with the provisions of the clause entitled, “FAR 52.219-9 Small Business Subcontracting Plan,” in Section I, and approved by the Contracting Officer on April 12, 2013**,** is incorporated in and made a material part of this contract as Section J, Attachment.

Prior to the beginning of each fiscal year, the Contractor shall also submit an "annual" subcontracting plan which shall establish subcontracting goals as described in paragraph (d)(1) and (2) of Section I clause entitled “FAR 52.219-9 Small Business Subcontracting Plan,” to remain in effect for each fiscal year. The annual plan shall be reviewed for approval by the Contracting Officer and shall be incorporated by reference as a material part of this Contract.

H.27 LAWS, REGULATIONS AND DOE DIRECTIVES

(a) In performing work under this contract, the Contractor shall comply with the requirements of applicable Federal, State, and local laws and regulations (including DOE regulations), unless relief has been granted in writing by the appropriate regulatory agency.

(b) In performing work under this contract, the Contractor shall comply with the requirements of those Department of Energy directives, or parts thereof, identified in the List of Applicable DOE Directives (Section J, Attachment J.1) appended to this contract. Except as otherwise provided for in paragraph (d) of this clause, the Contracting Officer may, from time to time and at any time, revise the List B pursuant to the clause of this contract in Section I entitled, " CHANGES – FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)”.

(c) Except as otherwise directed by the Contracting Officer, the Contractor shall procure all necessary permits or licenses required for the performance of work under this contract.

(d) Regardless of the performer of the work, the Contractor is responsible for compliance with the requirements of this clause. The Contractor is responsible for flowing down the requirements of this clause to subcontracts at any tier to the extent necessary to ensure the Contractor's compliance with the requirements.

H.28 OPTION ITEMS

Any Contract Line Item Number (CLIN) in the Schedule that is not accepted in Section A.19 at the time of award may become an Option Item in the contract. The Government may unilaterally exercise an Option Item at any time during the period of performance of this contract if the Contractor demonstrates that they have the applicable, current, valid licenses, permits or authorizations to dispose of waste granted by appropriate regulatory authorities. The following CLINs are Option Items:

CLIN	**Schedule of Services**

1005 Baseline depleted uranium converted product disposal rate: Cylinders delivered by railcar

1006 Baseline depleted uranium converted product disposal rate: Cylinders delivered by truck

H.29 ECONOMIC PRICE ADJUSTMENT – TAXES AND FEES

(a) The Contractor shall notify the Contracting Officer if, at any time during contract performance, the taxes and fees shown in paragraph (c) (3) below change or either increase or decrease. Changes include the deletion of existing taxes and fees no longer applicable and addition of new taxes and fees directly associated with disposal operations enacted by appropriate regulatory/government entities. The Contractor shall furnish this notice within 30 days of the change or within any additional period that the Contracting Officer may approve in writing, but not later than the date of the contract expiration. The notice shall include the Contractor's proposal for an adjustment in the taxes and fees to be negotiated under paragraph (b) below, and shall include, in the form required by the Contracting Officer, supporting data explaining the cause of the change, effective date of the change, and the amount of any increase or decrease in the current taxes and fees shown in paragraph (c) (3) below.

(b) Promptly after the Contracting Officer receives the notice and data under paragraph (a) above, the Contracting Officer and the Contractor shall negotiate an adjustment to the contract taxes and fees and its effective date. The Contracting Officer shall modify this contract (1) to include the adjustment and its effective date and (2) to revise the taxes and fees as shown in paragraph (c) (3) below to reflect the change, increases or decreases resulting from the adjustment. The Contractor shall continue performance pending agreement on, or determination of, any adjustment and its effective date.

(c) Any adjustment under this clause is subject to the following limitations:
(1) Any adjustment shall be limited to the effect of the increases or decreases in the taxes and fees shown in paragraph (3) below or for the addition of new taxes and fees directly associated with waste disposal operations. There shall be no adjustment for (i) supplies or services not affected by such changes, (ii) changes in unit prices other than those shown in the Schedule, or (iii) changes in the quantities shown in the Schedule for each item.
(2) No upward adjustment shall apply to services that are required to be performed before the effective date of the adjustment, unless the Contractor's failure to perform according to the delivery schedule results from causes beyond the Contractor's control and without its fault or negligence, within the meaning of the Default clause.
(3) Any adjustment under this clause to the taxes and fees shown below shall be supported by appropriate documentation satisfactory to the Contracting Officer that demonstrates adding new taxes and fees, deleting existing taxes and fees, or increasing or decreasing the current taxes and fees are appropriate. The following taxes and fees are currently subject to an economic price adjustment under this clause:

Tax and Fee Source	Regulatory Driver	Tax and Fee	Applicability

		Amount	
Industrial Solid Waste and Hazardous Waste Management Fee	30 TAC 335.325	In state Texas: $30/Ton Out of state: $37.50/Ton	Disposal of MLLW that carries RCRA codes
Radioactive Waste Disposal Fees	30 TAC 336.103(f) 30 TAC 336.103(g)	5% of gross disposal receipts from FWF to TCEQ 5% of gross disposal receipt to host county (Andrews County)	Disposal of all LLW and MLLW in the FWF
Department of State Health Services Transportation Fee	25 TAC 289.257(dd)	$10 cubic foot for LLRW Note: Fee established and only applicable if DSHS emergency fund not fully at prescribed levels.	Transportation of LLW and MLLW in Texas

(d) The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to taxes and fees during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

PART II – CONTRACT CLAUSES

SECTION I – CONTRACT CLAUSES

I.1 FAR 52.202-1 DEFINITIONS (JAN 2012)

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 (SEP 2006)

I.5 FAR 52.203-7 ANTI-KICKBACK PROCEDURES (OCT 2010)

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 (MAY 2011)

I.12 FAR 52.204-7 CENTRAL CONTRACTOR REGISTRATION (FEB 2012)

I.13 FAR 52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)

I.14 FAR 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (FEB 2012)

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 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (FEB 2012)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the Central Contractor Registration database via https://www.acquisition.gov.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consists of two segments—

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for—

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

I.17 FAR 52.215-2 AUDIT AND RECORDS - NEGOTIATION (OCT 2010)

I.18 FAR 52.215-8 ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)

I.19 FAR 52.215-10 PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA (AUG 2011)

I.20 FAR 52.215-12 SUBCONTRACTOR COST OR PRICING DATA (OCT 2010)

I.21 FAR 52.215-21 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA - MODIFICATIONS (OCT 2010)

I.22 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 the date of contract award through five years after the date of contract award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.23 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 100 cubic yards, 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 1,000,000 cubic yards;

(2) Any order for a combination of items in excess of 1,000,000 cubic yards; or

(3) A series of orders from the same ordering office within 30 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 15 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.24 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 five years from the last date of the contract's effective period.

I.25 FAR 52.216-24 LIMITATION OF GOVERNMENT LIABILITY (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding "TBD" (to be completed in each individual Task Order, if applicable) dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is "TBD" (to be completed in each individual Task Order, if applicable) dollars.

I.26 FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (JAN 2011)

I.27 FAR 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JAN 2011)

I.28 FAR 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REPRESENTATION (APR 2009)

I.29 FAR 52.222-1 NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)

I.30 FAR 52.222-3 CONVICT LABOR (JUN 2003)

I.31 FAR 52.222-4 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT – OVERTIME COMPENSATION (JUL 2005)

I.32 FAR 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT (OCT 2010)

I.33 FAR 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)

I.34 FAR 52.222-26 EQUAL OPPORTUNITY (MAR 2007)

I.35 FAR 52.222-35 EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VERTERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)

I.36 FAR 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (OCT 2010)

I.37 FAR 52.222-37 EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (SEP 2010)

I.38 FAR 52.222-41 SERVICE CONTRACT ACT OF 1965 (NOV 2007)

I.39 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
"TBD" (to be completed in each individual Task Order, if applicable)

I.40 FAR 52.222-43 FAIR LABOR STANDARDS ACT AND SERVICE CONTRACT ACT – PRICE ADJUSTMENT (MULTIPLE YEAR AND OPTION CONTRACTS) (SEP 2009)

I.41 FAR 52-222-49 SERVICE CONTRACT ACT – PLACE OF PERFORMANCE UNKNOWN (MAY 1989)

(a) This contract is subject to the Service Contract Act, and the place of performance was unknown when the solicitation was issued. In addition to places or areas identified in wage determinations, if any, attached to the solicitation, wage determinations have also been requested for the following: Andrews, Texas. The Contracting Officer will request wage determinations for additional places or areas of performance if asked to do so in writing by November 2, 2012.

(b) Offerors who intend to perform in a place or area of performance for which a wage determination has not been attached or requested may nevertheless submit bids or proposals. However, a wage determination shall be requested and incorporated in the resultant contract retroactive to the date of contract award, and there shall be no adjustment in the contract price.

I.42 FAR 52.222-50 COMBATING TRAFFICKING IN PERSONS (FEB 2009)

I.43 FAR 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (JAN 2009)

I.44 FAR 52.223-6 DRUG-FREE WORKPLACE (MAY 2001)

I.45 FAR 52.225-1 BUY AMERICAN ACT - SUPPLIES (FEB 2009)

I.46 FAR 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008)

I.47 FAR 52.227-1 AUTHORIZATION AND CONSENT (DEC 2007)

I.48 FAR 52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007)

I.49 FAR 52.227-11 PATENT RIGHTS – OWNERSHIP BY THE CONTRACTOR (DEC 2007) (j) "TBD" (to be completed in each applicable order)

I.50 FAR 52.227-14 RIGHTS IN DATA – GENERAL (DEC 2007)

I.51 FAR 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUN 1987)

I.52 FAR 52.229-3 FEDERAL, STATE, AND LOCAL TAXES (APR 2003)

I.53 RESERVED

I.54 RESERVED

I.55 FAR 52.232-1 PAYMENTS (APR 1984)

I.56 FAR 52.232-8 DISCOUNTS FOR PROMPT PAYMENT (FEB 2002)

I.57 FAR 52.232-9 LIMITATION ON WITHHOLDING OF PAYMENTS (APR 1984)

I.58 FAR 52.232-11 EXTRAS (APR 1984)

I.59 FAR 52.232-17 INTEREST (OCT 2010)

I.60 FAR 52.232-23 ASSIGNMENT OF CLAIMS (JAN 1986)

I.61 FAR 52.232-25 PROMPT PAYMENT (OCT 2008)

I.62 FAR 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER – CENTRAL CONTRACTOR REGISTRATION (OCT 2003)

I.63 FAR 52.233-1 DISPUTES (JUL 2002)

I.64 FAR 52.233-3 PROTEST AFTER AWARD (AUG 1996)

I.65 FAR 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)

I.66 FAR 52.237-2 PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

I.67 FAR 52.237-3 CONTINUITY OF SERVICES (JAN 1991)

I.68 FAR 52.242-13 BANKRUPTCY (JUL 1995)

I.69 FAR 52.243-1 CHANGES – FIXED-PRICE (AUG 1987) - ALTERNATE II (APR 1984)

I.70 FAR 52.244-5 COMPETITION IN SUBCONTRACTING (DEC 1996)

I.71 FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2010)

I.72 FAR 52.246-23 LIMITATION OF LIABILITY (FEB 1997)

I.73 FAR 52.246-25 LIMITATION OF LIABILITY – SERVICES (FEB 1997)

I.74 FAR 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (MAY 2004)

I.75 FAR 52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984)

I.76 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): http://www.acquisition.gov/far/.

I.77 FAR 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any _____. *[insert regulation name]* (48 CFR _____) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

I.78 FAR 52.253-1 COMPUTER GENERATED FORMS (JAN 1991)

I.79 DEAR 952.202-1 DEFINITIONS (FEB 2011)

(a) As prescribed in 902.201, insert the clause at 48 CFR 52.202-1, Definitions, in all contracts. The following shall be added to the clause as paragraph (c):

(c) When a solicitation provision or contract clause uses a word or term that is defined in the Department of Energy Acquisition Regulation (DEAR) (48 CFR chapter 9), the word or term has the same meaning as the

definition in 48 CFR 902.101 or the definition in the part, subpart, or section of 48 CFR chapter 9 where the provision or clause is prescribed in effect at the time the solicitation was issued, unless an exception in (a) applies.

I.80 RESERVED

I.81 RESERVED

I.82 DEAR 952.204-75 PUBLIC AFFAIRS (DEC 2000)

(a) The Contractor must cooperate with the department in releasing unclassified information to the public and news media regarding doe policies, programs, and activities relating to its effort under the contract. The responsibilities under this clause must be accomplished through coordination with the Contracting Officer and appropriate DOE public affairs personnel in accordance with procedures defined by the Contracting Officer.

(b) The Contractor is responsible for the development, planning, and coordination of proactive approaches for the timely dissemination of unclassified information regarding DOE activities onsite and offsite, including, but not limited to, operations and programs. Proactive public affairs programs may utilize a variety of communication media, including public workshops, meetings or hearings, open houses, newsletters, press releases, conferences, audio/visual presentations, speeches, forums, tours, and other appropriate stakeholder interactions.

(c) The Contractor's internal procedures must ensure that all releases of information to the public and news media are coordinated through, and approved by, a management official at an appropriate level within the Contractor's organization.

(d) The Contractor must comply with DOE procedures for obtaining advance clearances on oral, written, and audio/visual informational material prepared for public dissemination or use.

(e) Unless prohibited by law, and in accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of communications or contacts with members of Congress relating to the effort performed under the contract.

(f) In accordance with procedures defined by the Contracting Officer, the Contractor must notify the Contracting Officer and appropriate DOE public affairs personnel of activities or situations that may attract regional or national news media attention and of non-routine inquiries from national news media relating to the effort performed under the contract.

(g) In releases of information to the public and news media, the Contractor must fully and accurately identify the Contractor's relationship to the department and fully and accurately credit the department for its role in funding programs and projects resulting in scientific, technical, and other achievements.

I.83 DEAR 952.208-70 PRINTING (APR 1984)

The Contractor shall not engage in, nor subcontract for, any printing (as that term is defined in title i of the U.S. Government Printing and Binding Regulations in effect on the effective date of this contract) in connection with the performance of work under this contract. Provided, however, that performance of a requirement under this contract involving the duplication of less than 5,000 copies of a single unit, or no more than 25,000 units in the aggregate of multiple units, will not be deemed to be printing. A unit is defined as one sheet, size 8" by 11 inches one side only, one color. A requirement is defined as a single publication document.

(1) The term “printing” includes the following processes: composition, plate making, presswork, binding, microform publishing, or the end items produced by such processes.

(2) If fulfillment of the contract will necessitate reproduction in excess of the limits set forth above, the Contractor shall notify the Contracting Officer in writing and obtain the Contracting Officer’s approval prior to acquiring on DOE’s behalf production, acquisition, and dissemination of printed matter. Such printing must be obtained from the Government Printing Office (GPO), a contract source designated by GPO or a joint committee on printing authorized federal printing plant.

(3) Printing services not obtained in compliance with this guidance will result in the cost of such printing being disallowed.

(4) The Contractor will include in each of his subcontracts hereunder a provision substantially the same as this clause including this paragraph (4).

I.84 DEAR 970.5227-1 RIGHTS IN DATA-FACILITIES (DEC 2000)

(a) Definitions. (1) Computer data bases, as used in this clause, means a collection of data in a form capable of, and for the purpose of, being stored in, processed, and operated on by a computer. The term does not include computer software.

(2) Computer software, as used in this clause, means (i) computer programs which are data comprising a series of instructions, rules, routines, or statements, regardless of the media in which recorded, that allow or cause a computer to perform a specific operation or series of operations and (ii) data comprising source code listings, design details, algorithms, processes, flow charts, formulae, and related material that would enable the computer program to be produced, created, or compiled. The term does not include computer data bases.

(3) Data, as used in this clause, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term "data" does not include data incidental to the administration of this contract, such as financial, administrative, cost and pricing, or management information.

(4) Limited rights data, as used in this clause, means data, other than computer software, developed at private expense that embody trade secrets or are commercial or financial and confidential or privileged. The Government's rights to use, duplicate, or disclose limited rights data are as set forth in the Limited Rights Notice of subparagraph (e) of this clause.

(5) Restricted computer software, as used in this clause, means computer software developed at private expense and that is a trade secret; is commercial or financial and is confidential or privileged; or is published copyrighted computer software, including minor modifications of any such computer software. The Government's rights to use, duplicate, or disclose restricted computer software are as set forth in the Restricted Rights Notice of paragraph (f) of this clause.

(6) Technical data, as used in this clause, means recorded data, regardless of form or characteristic, that are of a scientific or technical nature. Technical data does not include computer software, but does include manuals and instructional materials and technical data formatted as a computer data base.

(7) Unlimited rights, as used in this clause, means the right of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, including by electronic means, and perform publicly and display publicly, in any manner, including by electronic means, and for any purpose whatsoever, and to have or permit others to do so.

(b) Allocation of Rights. (1) The Government shall have:

(i) Ownership of all technical data and computer software first produced in the performance of this Contract;

(ii) Unlimited rights in technical data and computer software specifically used in the performance of this Contract, except as provided herein regarding copyright, limited rights data, or restricted computer software, or except for other data specifically protected by statute for a period of time or, where, approved by DOE, appropriate instances of the DOE Work for Others Program;

(iii) The right to inspect technical data and computer software first produced or specifically used in the performance of this Contract at all reasonable times. The Contractor shall make available all necessary facilities to allow DOE personnel to perform such inspection;

(iv) The right to have all technical data and computer software first produced or specifically used in the performance of this Contract delivered to the Government or otherwise disposed of by the Contractor, either as the contracting officer may from time to time direct during the progress of the work or in any event as the contracting officer shall direct upon completion or termination of this Contract. The Contractor agrees to leave a copy of such data at the facility or plant to which such data relate, and to make available for access or to deliver to the Government such data upon request by the contracting officer. If such data are limited rights data or restricted computer software, the rights of the Government in such data shall be governed solely by the provisions of paragraph (e) of this clause ("Rights in Limited Rights Data") or paragraph (f) of this clause ("Rights in Restricted Computer Software"); and

(v) The right to remove, cancel, correct, or ignore any markings not authorized by the terms of this Contract on any data furnished hereunder if, in response to a written inquiry by DOE concerning the propriety of the markings, the Contractor fails to respond thereto within 60 days or fails to substantiate the propriety of the markings. In either case DOE will notify the Contractor of the action taken.

(2) The Contractor shall have:

(i) The right to withhold limited rights data and restricted computer software unless otherwise provided in accordance with the provisions of this clause; and

(ii) The right to use for its private purposes, subject to patent, security or other provisions of this Contract, data it first produces in the performance of this Contract, except for data in DOE's Uranium Enrichment Technology, including diffusion, centrifuge, and atomic vapor laser isotope separation, provided the data requirements of this Contract have been met as of the date of the private use of such data.

(3) The Contractor agrees that for limited rights data or restricted computer software or other technical, business or financial data in the form of recorded information which it receives from, or is given access to by, DOE or a third party, including a DOE Contractor or subcontractor, and for technical data or computer software it first produces under this Contract which is authorized to be marked by DOE, the Contractor shall treat such data in accordance with any restrictive legend contained thereon.

(c) Copyrighted Material. (1) The Contractor shall not, without prior written authorization of the Patent Counsel, assert copyright in any technical data or computer software first produced in the performance of this contract. To the extent such authorization is granted, the Government reserves for itself and others acting on its behalf, a nonexclusive, paid-up, irrevocable, world-wide license for Governmental purposes to publish, distribute, translate, duplicate, exhibit, and perform any such data copyrighted by the Contractor.

(2) The Contractor agrees not to include in the technical data or computer software delivered under the contract any material copyrighted by the Contractor and not to knowingly include any material copyrighted

by others without first granting or obtaining at no cost a license therein for the benefit of the Government of the same scope as set forth in paragraph (c)(1) of this clause. If the Contractor believes that such copyrighted material for which the license cannot be obtained must be included in the technical data or computer software to be delivered, rather than merely incorporated therein by reference, the Contractor shall obtain the written authorization of the contracting officer to include such material in the technical data or computer software prior to its delivery.

(d) Subcontracting. (1) Unless otherwise directed by the contracting officer, the Contractor agrees to use in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the policy and procedures of 48 CFR Subpart 27.4 as supplemented by 48 CFR 927.401 through 927.409, the clause entitled, "Rights in Data-General" at 48 CFR 52.227-14 modified in accordance with 927.409(a) and including Alternate V. Alternates II through IV of that clause may be included as appropriate with the prior approval of DOE Patent Counsel, and the Contractor shall not acquire rights in a subcontractor's limited rights data or restricted computer software, except through the use of Alternates II or III, respectively, without the prior approval of DOE Patent Counsel. The clause at 48 CFR 52.227-16, Additional Data Requirements, shall be included in subcontracts in accordance with DEAR 927.409(h). The contractor shall use instead the Rights in Data-Facilities clause at 48 CFR 970.5227-1 in subcontracts, including subcontracts for related support services, involving the design or operation of any plants or facilities or specially designed equipment for such plants or facilities that are managed or operated under its contract with DOE.

(2) It is the responsibility of the Contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall:

(i) Promptly submit written notice to the contracting officer setting forth reasons or the subcontractor's refusal and other pertinent information which may expedite disposition of the matter, and

(ii) Not proceed with the subcontract without the written authorization of the contracting officer.

(3) Neither the Contractor nor higher-tier subcontractors shall use their power to award subcontracts as economic leverage to acquire rights in a subcontractor's limited rights data or restricted computer software for their private use.

(e) Rights in Limited Rights Data. Except as may be otherwise specified in this Contract as data which are not subject to this paragraph, the Contractor agrees to and does hereby grant to the Government an irrevocable, nonexclusive, paid-up license by or for the Government, in any limited rights data of the Contractor specifically used in the performance of this Contract, provided, however, that to the extent that any limited rights data when furnished or delivered is specifically identified by the Contractor at the time of initial delivery to the Government or a representative of the Government, such data shall not be used within or outside the Government except as provided in the "Limited Rights Notice" set forth. All such limited rights data shall be marked with the following "Limited Rights Notice":

Limited Rights Notice

These data contain "limited rights data," furnished under Contract No. with the United States Department of Energy which may be duplicated and used by the Government with the express limitations that the "limited rights data" may not be disclosed outside the Government or be used for purposes of manufacture without prior permission of the Contractor, except that further disclosure or use may be made solely for the following purposes:

(a) Use (except for manufacture) by support services contractors within the scope of their contracts;

(b) This "limited rights data" may be disclosed for evaluation purposes under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;

(c) This "limited rights data" may be disclosed to other contractors participating in the Government's program of which this Contract is a part for information or use (except for manufacture) in connection with the work performed under their contracts and under the restriction that the "limited rights data" be retained in confidence and not be further disclosed;

(d) This "limited rights data" may be used by the Government or others on its behalf for emergency repair or overhaul work under the restriction that the "limited rights data" be retained in confidence and not be further disclosed; and

(e) Release to a foreign government, or instrumentality thereof, as the interests of the United States Government may require, for information or evaluation, or for emergency repair or overhaul work by such government. This Notice shall be marked on any reproduction of this data in whole or in part.

I.85 DEAR 970.5227-5 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)

(a) The Contractor shall report to the Contracting Officer promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge.

(b) If any person files a claim or suit against the Government on account of any alleged patent or copyright infringement arising out of the performance of this contract or out of the use of any supplies furnished or work or services performed hereunder, the Contractor shall furnish to the Government, when requested by the Contracting Officer, all evidence and information in possession of the Contractor pertaining to such suit or claim. Except where the Contractor has agreed to indemnify the Government, the Contractor shall furnish such evidence and information at the expense of the Government.

(c) The Contractor agrees to include, and require inclusion of, this clause suitably modified to identify the parties, in all subcontracts at any tier expected to exceed $100,000.

I.86 DEAR 970.5227-6 PATENT INDEMNITY - SUBCONTRACTS (DEC 2000)

(a) Cost or charges for royalties. If the response to this solicitation contains costs or charges for royalties totaling more than $250, the following information shall be included in the response relating to each separate item of royalty or license fee:

(1) Name and address of licensor;

(2) Date of license agreement;

(3) Patent numbers, patent application serial numbers, or other basis on which the royalty is payable;

(4) Brief description, including any part or model numbers of each contract item or component on which the royalty is payable;

(5) Percentage or dollar rate of royalty per unit;

(6) Unit price of contract item;

(7) Number of units; and

(8) Total dollar amount of royalties.

(b) Copies of current licenses. In addition, if specifically requested by the Contracting Officer before execution of the contract, the offeror shall furnish a copy of the current license agreement and an identification of applicable claims of specific patents or other basis upon which the royalty may be payable.

I.87 FAR 52.203-17, CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTTS (APR 2014)

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHEMNTS

SECTION J – LIST OF ATTACHMENTS

J.0 List of Attachments: The following attachments constitute part of this contract:

Attachment	Description	Number of Pages
J.1	List of Applicable DOE Directives	1
J.2	Service Contract Act Wage Determination	10
J.3	Small Business Subcontracting Plan	7
J.4	List of Deliverables	2

SECTION J – LIST OF ATTACHMENTS

Attachment J.1

List of Applicable DOE Directives

Regulation and Number	Regulation Title
DOE O 221.1A	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A	Cooperation with the Office of Inspector General
DOE O 471.3	Identifying and Protecting Official Use Only Information
DOE M 471.3-1	Manual for Identifying and Protecting Official Use Only Information

SECTION J – LIST OF ATTACHMENTS

Attachment J.2

Service Contract Act Wage Determination

SCA Wage Determinations can be found at: http://www.wdol.gov/

WD 05-2517 (Rev.-16) was first posted on www.wdol.gov on 06/19/2012
****

REGISTER OF WAGE DETERMINATIONS UNDER
THE SERVICE CONTRACT ACT
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR
EMPLOYMENT STANDARDS ADMINISTRATION
WAGE AND HOUR DIVISION
WASHINGTON D.C. 20210

Diane C. Koplewski
Director

Division of
Wage Determinations

Wage Determination No.: 2005-2517
Revision No.: 16
Date Of Revision: 06/13/2012

States: New Mexico, Oklahoma, Texas

Area: New Mexico Counties of Curry, Lea, Quay, Roosevelt, Union
Oklahoma Counties of Beaver, Cimarron, Texas
Texas Counties of Andrews, Armstrong, Bailey, Borden, Brewster, Briscoe, Brown, Callahan, Carson, Castro, Childress, Cochran, Coke, Coleman, Collingsworth, Comanche, Concho, Cottle, Crane, Crockett, Crosby, Dallam, Dawson, Deaf Smith, Dickens, Donley, Eastland, Ector, Fisher, Floyd, Foard, Gaines, Garza, Glasscock, Gray, Hale, Hall, Hansford, Hardeman, Hartley, Haskell, Hemphill, Hockley, Howard, Hutchinson, Irion, Jeff Davis, Jones, Kent, Kimble, King, Knox, Lamb, Lipscomb, Loving, Lubbock, Lynn, Martin, McCulloch, Menard, Midland, Mitchell, Moore, Motley, Nolan, Ochiltree, Oldham, Parmer, Pecos, Potter, Presidio, Randall, Reagan, Reeves, Roberts, Runnels, Schleicher, Scurry, Shackelford, Sherman, Stephens, Sterling, Stonewall, Sutton, Swisher, Taylor, Terrell, Terry, Throckmorton, Tom Green, Upton, Ward, Wheeler, Winkler, Yoakum, Young

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.71
01012 - Accounting Clerk II		14.26
01013 - Accounting Clerk III		15.96
01020 - Administrative Assistant		21.36
01040 - Court Reporter		16.93
01051 - Data Entry Operator I		10.92
01052 - Data Entry Operator II		11.91
01060 - Dispatcher, Motor Vehicle		16.39
01070 - Document Preparation Clerk		11.95
01090 - Duplicating Machine Operator		11.95
01111 - General Clerk I		11.75
01112 - General Clerk II		16.25
01113 - General Clerk III		16.70
01120 - Housing Referral Assistant		19.21
01141 - Messenger Courier		9.96
01191 - Order Clerk I		10.92
01192 - Order Clerk II		12.88
01261 - Personnel Assistant (Employment) I		14.21
01262 - Personnel Assistant (Employment) II		17.32
01263 - Personnel Assistant (Employment) III		18.25
01270 - Production Control Clerk		17.75
01280 - Receptionist		11.31
01290 - Rental Clerk		13.42
01300 - Scheduler, Maintenance		15.37
01311 - Secretary I		15.37
01312 - Secretary II		17.77
01313 - Secretary III		19.21
01320 - Service Order Dispatcher		14.63

01410 - Supply Technician	21.36
01420 - Survey Worker	15.22
01531 - Travel Clerk I	11.15
01532 - Travel Clerk II	12.06
01533 - Travel Clerk III	12.98
01611 - Word Processor I	12.98
01612 - Word Processor II	14.56
01613 - Word Processor III	16.29
05000 - Automotive Service Occupations	
05005 - Automobile Body Repairer, Fiberglass	19.73
05010 - Automotive Electrician	19.89
05040 - Automotive Glass Installer	18.62
05070 - Automotive Worker	18.62
05110 - Mobile Equipment Servicer	16.12
05130 - Motor Equipment Metal Mechanic	21.12
05160 - Motor Equipment Metal Worker	18.62
05190 - Motor Vehicle Mechanic	21.40
05220 - Motor Vehicle Mechanic Helper	14.89
05250 - Motor Vehicle Upholstery Worker	17.39
05280 - Motor Vehicle Wrecker	18.62
05310 - Painter, Automotive	19.89
05340 - Radiator Repair Specialist	18.62
05370 - Tire Repairer	12.90
05400 - Transmission Repair Specialist	21.12
07000 - Food Preparation And Service Occupations	
07010 - Baker	10.56
07041 - Cook I	9.71
07042 - Cook II	11.25
07070 - Dishwasher	7.37
07130 - Food Service Worker	8.18
07210 - Meat Cutter	12.96
07260 - Waiter/Waitress	7.61
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.02
09040 - Furniture Handler	11.85
09080 - Furniture Refinisher	19.02
09090 - Furniture Refinisher Helper	14.25
09110 - Furniture Repairer, Minor	16.63
09130 - Upholsterer	19.02
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	8.38
11060 - Elevator Operator	8.38
11090 - Gardener	11.20
11122 - Housekeeping Aide	9.06
11150 - Janitor	11.51
11210 - Laborer, Grounds Maintenance	9.62
11240 - Maid or Houseman	7.80
11260 - Pruner	8.70
11270 - Tractor Operator	11.66
11330 - Trail Maintenance Worker	9.62
11360 - Window Cleaner	11.52
12000 - Health Occupations	
12010 - Ambulance Driver	13.76
12011 - Breath Alcohol Technician	16.47
12012 - Certified Occupational Therapist Assistant	24.04
12015 - Certified Physical Therapist Assistant	24.27
12020 - Dental Assistant	13.32
12025 - Dental Hygienist	31.24
12030 - EKG Technician	23.07
12035 - Electroneurodiagnostic Technologist	23.07
12040 - Emergency Medical Technician	13.76

12071 - Licensed Practical Nurse I		14.18
12072 - Licensed Practical Nurse II		15.86
12073 - Licensed Practical Nurse III		17.68
12100 - Medical Assistant		11.62
12130 - Medical Laboratory Technician		15.03
12160 - Medical Record Clerk		12.51
12190 - Medical Record Technician		14.89
12195 - Medical Transcriptionist		13.78
12210 - Nuclear Medicine Technologist		29.70
12221 - Nursing Assistant I		9.59
12222 - Nursing Assistant II		10.77
12223 - Nursing Assistant III		11.76
12224 - Nursing Assistant IV		13.20
12235 - Optical Dispenser		12.88
12236 - Optical Technician		11.61
12250 - Pharmacy Technician		14.75
12280 - Phlebotomist		13.20
12305 - Radiologic Technologist		23.30
12311 - Registered Nurse I		24.19
12312 - Registered Nurse II		29.61
12313 - Registered Nurse II, Specialist		29.61
12314 - Registered Nurse III		35.83
12315 - Registered Nurse III, Anesthetist		35.83
12316 - Registered Nurse IV		42.91
12317 - Scheduler (Drug and Alcohol Testing)		18.87
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I		16.34
13012 - Exhibits Specialist II		20.25
13013 - Exhibits Specialist III		24.77
13041 - Illustrator I		16.34
13042 - Illustrator II		20.25
13043 - Illustrator III		24.77
13047 - Librarian		22.42
13050 - Library Aide/Clerk		10.33
13054 - Library Information Technology Systems Administrator		20.25
13058 - Library Technician		14.76
13061 - Media Specialist I		14.62
13062 - Media Specialist II		16.34
13063 - Media Specialist III		18.23
13071 - Photographer I		13.30
13072 - Photographer II		15.63
13073 - Photographer III		18.41
13074 - Photographer IV		22.53
13075 - Photographer V		27.26
13110 - Video Teleconference Technician		14.97
14000 - Information Technology Occupations		
14041 - Computer Operator I		13.98
14042 - Computer Operator II		15.64
14043 - Computer Operator III		19.48
14044 - Computer Operator IV		21.63
14045 - Computer Operator V		23.96
14071 - Computer Programmer I		22.18
14072 - Computer Programmer II		27.50
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		13.98
14160 - Personal Computer Support Technician		21.63

15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	25.44
15020 - Aircrew Training Devices Instructor (Rated)	34.92
15030 - Air Crew Training Devices Instructor (Pilot)	40.60
15050 - Computer Based Training Specialist / Instructor	27.72
15060 - Educational Technologist	26.44
15070 - Flight Instructor (Pilot)	40.60
15080 - Graphic Artist	19.64
15090 - Technical Instructor	18.16
15095 - Technical Instructor/Course Developer	22.23
15110 - Test Proctor	17.77
15120 - Tutor	17.77
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.21
16030 - Counter Attendant	8.21
16040 - Dry Cleaner	9.53
16070 - Finisher, Flatwork, Machine	8.21
16090 - Presser, Hand	8.21
16110 - Presser, Machine, Drycleaning	8.21
16130 - Presser, Machine, Shirts	8.21
16160 - Presser, Machine, Wearing Apparel, Laundry	8.21
16190 - Sewing Machine Operator	10.09
16220 - Tailor	10.61
16250 - Washer, Machine	9.45
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	16.96
19040 - Tool And Die Maker	24.37
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.57
21030 - Material Coordinator	17.75
21040 - Material Expediter	17.75
21050 - Material Handling Laborer	9.78
21071 - Order Filler	11.03
21080 - Production Line Worker (Food Processing)	14.57
21110 - Shipping Packer	12.38
21130 - Shipping/Receiving Clerk	12.38
21140 - Store Worker I	9.53
21150 - Stock Clerk	13.09
21210 - Tools And Parts Attendant	14.57
21410 - Warehouse Specialist	14.57
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.13
23021 - Aircraft Mechanic I	23.71
23022 - Aircraft Mechanic II	25.13
23023 - Aircraft Mechanic III	26.53
23040 - Aircraft Mechanic Helper	16.71
23050 - Aircraft, Painter	21.58
23060 - Aircraft Servicer	18.72
23080 - Aircraft Worker	20.06
23110 - Appliance Mechanic	16.96
23120 - Bicycle Repairer	12.90
23125 - Cable Splicer	24.94
23130 - Carpenter, Maintenance	16.96
23140 - Carpet Layer	15.84
23160 - Electrician, Maintenance	21.00
23181 - Electronics Technician Maintenance I	20.54
23182 - Electronics Technician Maintenance II	21.99
23183 - Electronics Technician Maintenance III	23.51
23260 - Fabric Worker	14.71
23290 - Fire Alarm System Mechanic	19.23
23310 - Fire Extinguisher Repairer	13.66

23311 - Fuel Distribution System Mechanic	18.22
23312 - Fuel Distribution System Operator	15.05
23370 - General Maintenance Worker	15.84
23380 - Ground Support Equipment Mechanic	23.71
23381 - Ground Support Equipment Servicer	18.72
23382 - Ground Support Equipment Worker	20.06
23391 - Gunsmith I	13.66
23392 - Gunsmith II	15.84
23393 - Gunsmith III	19.35
23410 - Heating, Ventilation And Air-Conditioning Mechanic	18.31
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	19.41
23430 - Heavy Equipment Mechanic	19.24
23440 - Heavy Equipment Operator	19.24
23460 - Instrument Mechanic	19.35
23465 - Laboratory/Shelter Mechanic	16.96
23470 - Laborer	11.40
23510 - Locksmith	16.96
23530 - Machinery Maintenance Mechanic	17.96
23550 - Machinist, Maintenance	19.62
23580 - Maintenance Trades Helper	13.56
23591 - Metrology Technician I	19.35
23592 - Metrology Technician II	20.52
23593 - Metrology Technician III	21.65
23640 - Millwright	19.35
23710 - Office Appliance Repairer	16.96
23760 - Painter, Maintenance	16.96
23790 - Pipefitter, Maintenance	17.80
23810 - Plumber, Maintenance	17.15
23820 - Pneudraulic Systems Mechanic	19.35
23850 - Rigger	19.35
23870 - Scale Mechanic	15.84
23890 - Sheet-Metal Worker, Maintenance	19.24
23910 - Small Engine Mechanic	15.84
23931 - Telecommunications Mechanic I	21.03
23932 - Telecommunications Mechanic II	22.36
23950 - Telephone Lineman	21.32
23960 - Welder, Combination, Maintenance	19.24
23965 - Well Driller	20.50
23970 - Woodcraft Worker	19.35
23980 - Woodworker	13.82
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	8.36
24580 - Child Care Center Clerk	12.97
24610 - Chore Aide	7.33
24620 - Family Readiness And Support Services Coordinator	9.81
24630 - Homemaker	15.93
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	18.90
25040 - Sewage Plant Operator	17.29
25070 - Stationary Engineer	18.90
25190 - Ventilation Equipment Tender	13.23
25210 - Water Treatment Plant Operator	17.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	14.48
27007 - Baggage Inspector	12.58
27008 - Corrections Officer	16.49
27010 - Court Security Officer	19.36
27030 - Detection Dog Handler	15.74

27040 - Detention Officer		16.49
27070 - Firefighter		20.08
27101 - Guard I		12.58
27102 - Guard II		15.74
27131 - Police Officer I		23.04
27132 - Police Officer II		25.57
28000 - Recreation Occupations		
28041 - Carnival Equipment Operator		11.01
28042 - Carnival Equipment Repairer		10.43
28043 - Carnival Equpment Worker		8.32
28210 - Gate Attendant/Gate Tender		13.35
28310 - Lifeguard		11.34
28350 - Park Attendant (Aide)		14.94
28510 - Recreation Aide/Health Facility Attendant		10.90
28515 - Recreation Specialist		15.20
28630 - Sports Official		11.90
28690 - Swimming Pool Operator		14.21
29000 - Stevedoring/Longshoremen Occupational Services		
29010 - Blocker And Bracer		18.39
29020 - Hatch Tender		18.39
29030 - Line Handler		18.39
29041 - Stevedore I		17.07
29042 - Stevedore II		19.69
30000 - Technical Occupations		
30010 - Air Traffic Control Specialist, Center (HFO)	(see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)	(see 2)	24.67
30012 - Air Traffic Control Specialist, Terminal (HFO)	(see 2)	27.16
30021 - Archeological Technician I		16.30
30022 - Archeological Technician II		18.22
30023 - Archeological Technician III		22.58
30030 - Cartographic Technician		22.58
30040 - Civil Engineering Technician		21.39
30061 - Drafter/CAD Operator I		16.30
30062 - Drafter/CAD Operator II		18.22
30063 - Drafter/CAD Operator III		20.71
30064 - Drafter/CAD Operator IV		25.13
30081 - Engineering Technician I		15.07
30082 - Engineering Technician II		16.90
30083 - Engineering Technician III		18.91
30084 - Engineering Technician IV		23.43
30085 - Engineering Technician V		28.66
30086 - Engineering Technician VI		34.67
30090 - Environmental Technician		21.53
30210 - Laboratory Technician		20.09
30240 - Mathematical Technician		22.58
30361 - Paralegal/Legal Assistant I		16.90
30362 - Paralegal/Legal Assistant II		19.95
30363 - Paralegal/Legal Assistant III		24.84
30364 - Paralegal/Legal Assistant IV		29.73
30390 - Photo-Optics Technician		22.58
30461 - Technical Writer I		21.64
30462 - Technical Writer II		26.45
30463 - Technical Writer III		32.01
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 Surface Programs	(see 2)	20.71
30621 - Weather Observer, Senior	(see 2)	22.58

31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	12.01
31030 - Bus Driver	17.05
31043 - Driver Courier	11.91
31260 - Parking and Lot Attendant	8.95
31290 - Shuttle Bus Driver	12.89
31310 - Taxi Driver	9.57
31361 - Truckdriver, Light	12.89
31362 - Truckdriver, Medium	15.45
31363 - Truckdriver, Heavy	17.91
31364 - Truckdriver, Tractor-Trailer	17.91
99000 - Miscellaneous Occupations	
99030 - Cashier	8.73
99050 - Desk Clerk	11.45
99095 - Embalmer	24.07
99251 - Laboratory Animal Caretaker I	10.35
99252 - Laboratory Animal Caretaker II	11.21
99310 - Mortician	24.07
99410 - Pest Controller	14.59
99510 - Photofinishing Worker	11.42
99710 - Recycling Laborer	14.23
99711 - Recycling Specialist	17.31
99730 - Refuse Collector	12.73
99810 - Sales Clerk	11.55
99820 - School Crossing Guard	8.77
99830 - Survey Party Chief	14.51
99831 - Surveying Aide	10.10
99832 - Surveying Technician	13.85
99840 - Vending Machine Attendant	11.45
99841 - Vending Machine Repairer	14.36
99842 - Vending Machine Repairer Helper	11.45

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $3.71 per hour or $148.40 per week or $643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 8 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) 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 ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordance, 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 ordance, (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 ordance, 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 ordance, 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.

SECTION J – LIST OF ATTACHMENTS

Attachment J.3

Small Business Subcontracting Plan

To:

Waste Control Specialists LLC Fiscal Year 2015

SMALL BUSINESS SUBCONTRACTING PLAN

Director of Contracts and Administrative Services: Michael Burney

The above named individual will be responsible for assuring compliance with the Subcontracting Plan. In execution of the Subcontractor's responsibilities under the contract, we will comply with Public Law 95-507, FAR 52.219-8 and 52.219-9 and other FAR clauses incorporated into this contract to maximize the utilization of small businesses (SB), small disadvantaged businesses (SDB), women-owned small businesses (WOSB), HUBZone small businesses (HUBZone), veteran-owned small business (VOSB) and service-disabled veteran-owned small businesses (SDVOSB) for goods and services.

Section 1, General Goals for the Subcontracting Plan:

The following plan provides our Small Business Subcontracting Plan as a percent of the total planned subcontracting effort and the subcontracting effort available.

Section 2, Potential Value of Subcontracting Opportunities:

Value of the Task Order:

- For FY15 WCS is projecting approximately $3M in task order awards under the current contract.
- For the 5 year contract period – WCS is projecting a total revenue of approximately $150 - $200M Total estimated dollars available for subcontracting:

- $1.05M for FY15
- Based on the 5-year contract value projections (range) above - we would expect to subcontract $52.5 to $70M or approximately 35% of the total contract revenue.

Since the last plan submittal, WCS has started producing all its MCC's on site at its newly established Concrete Production Facility. Though this does not allow WCS the opportunity to subcontract for MCCs anymore, WCS will need to purchase raw materials required for the construction of MCCs (aggregate, cement, sand, mixing agents, rebar, forms, etc). The procurement of these items is expected to represent approximately 15% of the original cost of the production of the MCC, thus having a negative impact on the "available" subcontracting dollar amount in the long term. One goal the company has taken on is to find and commission Veteran Owned Small Businesses to assist as suppliers for raw materials to make MCC's.

WCS has and will contract MCC construction through this upcoming year. However, in times of surge, and as MCC production starts with WCS's Batch Plant, WCS has found it beneficial to commission an "on call" labor force to help with MCC and concrete production, thus producing more opportunities to subcontract to small business. Ancilliary services, before and after

production of the MCC, such a surveying in each canister for burial, also contribute to the opportunities.

WCS will continue to utilize commercial laboratories to perform analysis and other laboratory services that are necessary to maintain our license and facilitate waste receipts and disposal. Our primary laboratory services provider is a WOSB vendor.

WCS currently possesses three (3) RT-100 Casks and a transporter to haul LLRW waste for its customers, and is available for DOE to haul waste to WCS's Federal Waste Facility. The transportation vendor WCS is currently working with to haul these Casks is an 8(a) graduate, and will be WCS's exclusive vendor for the RT-100 Transporter for WCS. These future projected costs are incorporated in our projection in this plan for FY15. Another goal will be to find other waste transporters to support our efforts that are Veteran Owned Small Businesses.

WCS also anticipates the need for specialized crane services in FY15. These crane services may be required when disposing of large components. WCS will subcontract for these crane services, and where feasible award the contracts to veteran owned small business or small business, when it is feasible.

Below is the forecast of small business participation for FY15.

Category	Subcontracting Planned Dollar Amount (FY15)	Percentage of Total Estimated Subcontracting Effort
Total planned and available for subcontracting to Small Business (SB) concerns (Includes all small business classifications)	$ 546,000	52.00%
Total planned and available for subcontracting to Small Disadvantaged Business (SDB) concerns	$ 52,500	5.00%
Total planned and available for subcontracting to Women-Owned SB (WOSB) concerns	$ 52,500	5.00%
Total planned and available for subcontracting to HUBZone SB concerns	$ 31,500	3.00%
Total planned and available for subcontracting to Veteran-Owned SB concerns (included in SB concern numbers)	$ 31,500	3.00%
Total planned and available for subcontracting to Service-Disabled Veteran-Owned SB concerns (included in SB concern numbers)	$ 31,500	3.00%

Section 3, Potential Subcontracting Opportunities: Potential Subcontracting Opportunities for Small Businesses under this contract and the types of materials or services they provide include:

Subcontract Items	Small Business	Disadvantaged Small Business	Woman-Owned Small Business	HUBZone Small Business	Service Disabled Veteran-Owned	Veteran Owned Small Business
Engineering Consulting	X	X	X	X	X	X
Materials and Equipment	X	X	X	X	X	X
Transportation Services	X	X	X	X	X	X
Construction Services	X	X				X
Analytical Services	X		X			
Other						

Section 4, Method Used to Develop Subcontracting Goals:

The subcontracting goals established in Section 1 above reflect the requirements set forth in DOE Solicitation DE-SOL-0001970 and FAR 52.219-9 (JUL 2013). WCS believes these goals are attainable, depending on the requirements of task orders issued under the contract.

Section 5, Methods Used to Identify Potential Sources:

WCS continually identifies and reviews all potential sources of supplies and services, which may include, but are not limited to, the following:

- On-line access to the US Small Business Procurement Marketing and Access Network (PRO-Net)
- Small Business Administration's Dynamic Small Business Search
- Internal information that shows products and services obtained from SB/SDB/WOSB concerns
- Various directories and source lists such as the following:

➢ Local US Small Business Administration listings
➢ Listing of Historically Black Colleges and Universities and Minority Institutions
➢ The National Association of Minority Contractors (NAMC).

Additionally, WCS attends SBA conferences and "meet and greet" meetings. Also WCS is a member of the Tennessee and New Mexico Chapters of the Energy, Technology and Environmental Business Association (ETEBA), which assists in the identification of appropriate small business entities for subcontracting opportunities.

Section 6, Indirect Costs:

Indirect costs are ( ) are not (X) included in the above goals. If indirect costs have been included, this section will describe the method used to determine the proportionate share of such costs to be allocated as subcontracts to SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns.

Section 7, Administrator of Small Business Subcontracting Plan:

The following individual will administer the subcontracting program:

Michael Burney
Director of Contracts and Administrative Services
9998 Hwy. 176 West
Andrews, TX 79714

Phone: 432-525-8661
Email: mburney@wcstexas.com

Michael Burney, Director of Contracts and Administrative Services, is designated to administer this subcontracting plan. His responsibilities in the role include:

- Maintaining source lists of potential SB/SDB/WOSB subcontractors who can be utilized to support this plan's goals.
- Seeking out SB/SDB/WOSBs when the number of prospective sources is not adequate through the use of mass media communications tools such as the Internet and local advertisement.
- Advising and training project management personnel on the purposes of this plan and to foster support for small businesses.
- Keeping records of performance toward the goals established by this plan.
- Verifying that subcontracts contain appropriate small business participation flow-down clauses as required by this plan and the prime contract.

Section 8. Implementation:

The following efforts are examples of those that may be pursued to assure that SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns will have an equitable opportunity to compete for subcontracts:

- Identifying known potential sources as SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns.
- Including SB, SDB, WOSB, HUBZone, and SDVOSB concerns in Request for Proposals when they are known to exist and are qualified to supply the item(s) or service being procured.
- Pre-selecting and qualifying small business concerns to perform specific scopes of work.
- Preparing work scopes to develop opportunities, which can be bid and executed by all small business concerns.
- Providing sufficient bid solicitation time for preparation of proposals, quantities, specifications, and delivery schedules to facilitate participation.
- Participating in SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB trade fairs and conferences.
- Maintaining good working relationships with Small Business Administration representatives to obtain assistance and coordination in finding capable SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns.

Section 9, Subcontract Flow-Down:

WCS will incorporate the flowdown clause requirements of FAR 52.219-8, Utilization of Small Business Concerns [ref. FAR 19.708(a)] in all subcontracts that offer further subcontracting opportunities. WCS will also require all subcontractors, except small business concerns, that receive subcontracts in excess of $650,000 ($1.5 million for construction of any public facility) to adopt a subcontracting plan compliant with the flowdown clause.

Section 10, Reports, Studies, and Surveys:

WCS and our subcontractors will cooperate in any studies or surveys as may be required, and to submit other information that may be required in accordance with FAR 52.219-9,to determine the extent of our compliance with this Subcontracting Plan including:

- SF 294, "Subcontracting Report for Individual Contracts," or Individual Subcontracting Report (ISR), to be submitted on a semiannual basis, and SF 295
- "Summary Subcontract Report," or Summary Subcontracting Report (SSR)
- WCS will also require that our qualified subcontractors agree to submit SF 294 and SF 295

The electronic Subcontracting Reporting System (eSRS) may be used in lieu of filing some paper forms, at www.esrs.gov.

Section 11, Records:

The types of records that will be maintained to demonstrate the procedures adopted to ensure compliance with the requirements and goals of the Small Business Subcontracting Plan include:

a) Source lists (e.g., SBA's Dynamic Small Business Search database and the Thomas Register), guides, and other data that identify SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns.
b) Organizations contacted in an attempt to locate sources that are SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB concerns.
c) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating:
   - Whether SB concerns were solicited and, if not, why not;
   - Whether SDB concerns were solicited and, if not, why not;
   - Whether WOSB concerns were solicited and, if not, why not;
   - Whether HUBZone concerns were solicited and, if not, why not;
   - Whether VOSB concerns were solicited and if not, why not,
   - Whether SDVOSB concerns were solicited and, if not, why not; and
   - If applicable, the reason award was not made to a small business concern.
d) Records of any outreach efforts to contact:
   - Trade associations
   - Business development organizations
   - Conferences and trade fairs to locate SB, SDB, WOSB, HUBZone, VOSB, and SDVOSB sources.
e) Records of internal guidance and encouragement provided to acquisition personnel through:
   - Workshops, seminars, training, etc.
   - Monitoring performance to evaluate compliance with the program's requirements.
f) On a contract-by-contract basis, records to support award data submitted, including the name, address, and business size of each subcontractor.

If there are any questions or need for discussion, please contact the undersigned WCS signatory, mburney@wcstexas.com or via telephone (432) 525-8661.

Signed: _____ /	Michael Burney /	5/13/2015
WCS Director of Contracts & Administrative Services	Printed Name	Date
Accepted _____ /	Christopher Lockhart/	5/13/2015
Contracting Officer	Printed Name	Date

SECTION J – LIST OF ATTACHMENTS

ATTACHMENT J.4

LIST OF DELIVERABLES

All deliverables shall be provided to DOE in an editable electronic format (i.e., rather than PDF) in addition to hardcopy. Omission of any deliverable from the List of Deliverables does not affect the obligation of the Contractor to comply with such requirement.

Number	Description	Due Date	Contract Reference	Required Action
1	Notification of Determination of Acceptability of Waste Profile	10 days after completion of determination.	C.04.9	DOE Information
2	Notice to Transport	Within 5 days of receipt of shipment request and draft manifest from the waste generator, contingent upon approval of waste profile record by Contractor.	C.04.11	DOE Information
3	Vehicle Surveys	Upon Request	C.04.12	DOE Information
4	Notification of Infraction	Within 24 hours of infraction	C.04.26	DOE Information
5	Notification of Damage	Within 24 hours of incident	C.04.30	DOE Information
6	Licenses, Permits, WAC, Closure Plan, Radioactive Material License (RML), authorizations, exemptions, and modifications.	Within 5 working days of request.	C.04.35	DOE Information
7	Records retained in accordance with licenses, permits.	Within 5 working days of request.	C.04.36	DOE Information
8	Laboratory RML	Within 10 days of request.	C.04.37	DOE Approval
9	Certificate of Disposal	Within 15 days of disposal.	C.04.38	DOE Information
10	Notification of Notice of Violation.	Within 48 hours of receipt of violation.	C.04.39	DOE Information
11	Record of nonconformances for waste under this contract.	Within 5 working days of request.	C.04.40	DOE Information
12	Notification of event or condition impacting scheduled receipt of waste.	Within 24 hours of knowledge of issue.	C.04.41	DOE Information
13	Waste Disposal Report	Anniversary of award.	C.04.42	DOE Information

14	Final Summary Report	30 days after physical completion of work.	C.04.42	DOE Information
15	Contract Closeout Plan	30 days after physical completion of work.	C.04.43	DOE Approval
16	Notification of Non-conforming Waste	Within 24 hours by telephone (to be followed by written notification within 48 hours)	C.04.44.b	DOE Information
17	Release of Information	10 days prior to the planned issue date.	H.4 and I.82	DOE Approval
18	Press Releases	10 days prior to the planned issue date.	H.14 and I.82	DOE Approval
19	Disclosure of Lobbying Activities	As Required or within 30 days of the end of the calendar quarter in which the change occurs.	I.8	DOE Information
20	Central Contractor Registration Updates	Minimum of one business day's written notification.	I.12	DOE Information
21	Reporting Executive Compensation and First-Tier Subcontract Awards	30 days after award and annually thereafter.	I.14	DOE Information
22	Updates of Publicly Available Information Regarding Responsibility Matters	Semi-Annually.	I.16	DOE Information
23	Subcontracting Plan Reports	Semi-Annually 30 days after the close of each reporting period or within 30 days of contract completion.	I.27	DOE Information
24	Employment Reports for Special Disabled Veterans and Veterans of the Vietnam Era (Federal Contractor Veterans' Employment Report VETS-100)	Annually by September 30.	I.37	DOE Information
25	Bankruptcy Notification	Within 5 days of the initiation of the proceeding relating to the filing.	I.68	DOE Information
26	Notice of Potential Exceeding Storage Limit	Notify DOE 60 days prior to exceeding storage time limit defined in licenses / permits.	C.04.33	DOE Information
27	Questions Regarding Reports	Respond to DOE within 48 hours	C.04.34	DOE Information
28	Annual Subcontracting Plan	Beginning of Fiscal Year, October 1.	H.26	DOE Approval
29	Notice of Increasing Taxes and Fees	Within 30 days of the change, or additional period CO approves.	H.29	DOE Approval