

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE N/A	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. M003	3. EFFECTIVE DATE See Block 16.C	4. REQUISITION/PURCHASE REQ. NO. 02-04CH11136.001	5. PROJECT NO. (If applicable) N/A		
6. ISSUED BY CODE U.S. Department of Energy Chicago Operations Office 9800 South Cass Avenue Argonne, IL 60439		7. ADMINISTERED BY (If other than Item 6) Code As specified in each Task Order. Contract and Modification Website: www.ch.doe.gov/insidech/org_offices/acqandassist/complex_wide_acq.htm			
8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) Envirocare of Utah, Inc. 605 North 5600 West Salt Lake City, Utah 84116 Kaylin Loveland (801) 532-1330		(✓)	9.A. AMENDMENT OF SOLICITATION NO.		
			9.B. DATED (SEE ITEM 11)		
		X	10.A. MODIFICATION OF Contract/Order NO. Contract No. DE-AM02-02CH11136		
CODE			10.B. DATED (SEE ITEM 13) 09/18/2002		
FACILITY CODE					

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning ___ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required) N/A	
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.	
(✓)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: As mutually agreed by both parties.
	D. OTHER (Specify type of modification and authority)

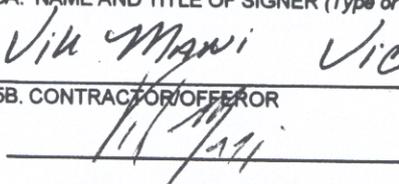
E. IMPORTANT: Contractor is not, is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

1. WHEREAS, the parties desire to modify Contract No. DE-AM02-02CH11136, as hereinafter provided, and this Supplemental Agreement is authorized by the Department of Energy Organization Act and other applicable law;

NOW, THEREFORE, said contract, as amended, is hereby further amended as follows:

Except as provided herein, all terms and conditions remain unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) Vik Manvi Vice President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Patricia J. Schuneman, Director Operations Division	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 12/19/03	16B. UNITED STATES OF AMERICA Contracting Officer BY 	16C. DATE SIGNED 12/30/03
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Contract Review Approval
Dept. Date Initial

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

Legal 12/16/03 KCS

- A. Clause 29A and 29B are hereby incorporated by reference and added to the Addendum FAR 52.212-4, CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (FEB 2002) (TAILORED), of the contract, Page 13 of 190, as follows:
 - 29A. FAR 52.204-7 - Central Contractor Registration, Alternate 1 (OCT 2003)
 - 29B. FAR 52.232-33 – Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)
 - B. Clause No. 31., TASK ORDERS, Page 14 of 190, and paragraph A of Appendix E, “Placing and Order Instructions,” Page 70 of 190, are changed to clarify the Task Ordering document to reflect contractors and subcontractors use of internal simplified acquisition (small purchase) procedures and forms. Standard Form 1449 and Optional Form 347 are mainly appropriate for Government ordering offices where usage of the forms is in conformance with their internal policies and procedures.
 - C. Clause No. 39., AUTHORIZED USERS” is revised to limit contractor use of this contract to the first tier subcontractors.
 - D. In the Statement of Work, Appendix A, paragraph F.2. the URL website address is changed to read as follows:

www.ch.doe.gov/insidech/org_offices/acqandassist/complex_wide_acq.htm
2. The attached pages are to replace the current pages in the contract as follows:
 - Page 13 of 190 (M003)
 - Page 14 of 190 (M003)
 - Page 20 of 190 (M003)
 - Page 28 of 190 (M003)
 - Page 70 of 190 (M003)
 3. All other terms and conditions remain unchanged.

**ADDENDEUM FAR 52.212-4 CONTRACT TERMS AND CONDITIONS –
COMMERCIAL ITEMS (FEB 2002)(TAILORED)**

- 22. DEAR 952.227-9 Refund of Royalties (MAR 1995)
- 23. FAR 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)
- 24. FAR 52.232-25 Prompt Payment (FEB 2002)
- 25. FAR 52.232-34 Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999)
- 26. FAR 52.232-37 Multiple Payment Arrangements (MAY 1999)
- 27. FAR 52.242-13 Bankruptcy (JUL 1995)
- 28. FAR 52.245-2 Government Property (Fixed-Price Contracts) (DEC 1989)
- 29. FAR 52.249-8 Default (Fixed Supply and Service) (APR 1984)
- 29A. FAR 52.204-7 Central Contractor Registration, Alternate 1 (OCT 2003)
- 29B. FAR 52.232-33 Payment by Electronic Funds Transfer-Central Contractor Registration (OCT 2003)

ADDITIONAL SPECIAL TERMS AND CONDITIONS

30. CORESPONDENCE AND ADMINISTRATION POINTS OF CONTACT

(a) DOE Contract Specialist for Administration of this Indefinite-Quantity Contract

Reneé L. Irwin
Office of Acquisition & Assistance
U. S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue
Argonne, Illinois 60439
Telephone No.: (630) 252-2566
FAX No.: (630) 252-5045
E-Mail: Renee.Irwin@ch.doe.gov

(b) DOE Technical Manager (TM) of this Indefinite-Quantity Contract

Antanas Bindokas
PMO Environmental Management
U.S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue
Argonne, Illinois 60439
Telephone No.: (630) 252-2692
FAX No.: (630) 252-2654
E-Mail: Antanas.Bindokas@ch.doe.gov

**ADDENDUM FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-
COMMERCIAL ITEMS (FED 2002) (TAILORED)**

31. TASK ORDERS

- (a) To place a task order under this Indefinite-Quantity Contract the Government office may use Standard Form 1449, Optional Form 347, or may utilize internal policies, procedures, orders, or guidelines for issuance. Contractors and subcontractors should place orders utilizing internal simplified acquisition (small purchase) procedures and forms. The Task Ordering office shall, also, follow the "Placing an Order Instructions," Appendix E, attached hereto.
- (b) Task orders placed under this INDEFINITE-QUANTITY delivery contract shall be unilateral and must contain the following information:
 - (1) Date of order;
 - (2) Contract number (DE-AM02-02CH11136) and a task order number;
 - (3) Contract item number, unit price, total number of units, and extended price;
 - (4) Delivery or performance schedule;
 - (5) Accounting and appropriation data;
 - (6) Point of contact for administration purposes and a point of contact as waste generator; and
 - (7) Detailed billing instructions which includes, forms to be used, name and address of who and where to submit invoices, and payment office address.
- (8) Small Business Subcontracting Goals are to be incorporated into Task Orders expected to exceed \$500,000.00. The Small Business Subcontracting Reporting Requirements and the Contractor's Small Business master Subcontracting Plan are incorporated into this Contract.
- (c) All task orders issued under this Indefinite-Quantity Contract are subject to the terms and conditions of the contract. In the event of conflict between task order and contract, the contract will take precedence.

32. OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS

- (a) Offeror Representations and Certifications-Commercial Items, FAR 52.212-3, dated September 17, 2002, are hereby incorporated by reference and made a part of this Indefinite-Quantity Contract.
- (b) EEO Clearance will be obtained when total orders sum to \$10 million dollars.
- (c) The following information is provided for task order administration:

TIN No.: 87-0452047

County of Performance: Tooele

Congressional Districts: First

NAIC No.: 562212

NEPA: A NEPA review has been completed and assigned a Categorical Exclusion.
Task Ordering Activities do not need to address NEPA.

**ADDENDUM FAR 52,212-4 CONTRACT TERMS AND CONDITIONS –
Commercial items (FEB 2002) (TAILORED)**

- (d) In the event that material is determined to be non-conforming subsequent to disposal, the penalty fee in (a) above may be charged, plus, all allowable costs incurred by the Contractor to retrieve, treat, re-dispose and/or return shipment to the Task Ordering activity.

38. SUMMARY OF POSSIBLE PENALTY FEES, FINES AND COSTS

The possible penalty fees, fines and negotiated hourly rates that may be charged under this Contract are as follows:

- (a) A penalty fee of 10% of the cost of each container that does not provide a 5% "Freeboard." (See Page 3 of the Schedule)
- (b) A penalty fee of \$5,000.00 for each occurrence of non-conforming waste material.
- (c) Fines and fees which are levied upon the Contractor by third parties, as a direct result of any shipment placed under this Indefinite-Quantity contract, i.e. State, County, Transportation etc, may be charged at 130% of the actual cost of the fine or fee charged to Envirocare.
- (d) Late Delivery – Demurrage charges and a \$30.00 per day penalty may be charged for each third party shipment that is delayed as a consequence of late deliveries under this Contract. (See Appendix F)
- (e) Allowable direct costs incurred by the Contractor as a direct result of non-conformance material or the Contractor's effort to resolve previously mentioned problems, may be charged at a rate not to exceed \$95.00 per labor hour plus 115% of materials.

39. AUTHORIZED USERS

It is the intent of the Chicago Operations Office to authorize all Department of Energy (DOE) Offices, including DOE Management and Operating, Management and Integration and other DOE prime Contractors and their subcontractors up to and including first tier subcontractor, to place task orders under this Indefinite-Quantity Contract. The organizations listed below represents the DOE offices most likely to issue task orders. A complete listing of DOE offices, sites and Laboratories may be found at URL:

<http://www.ma.doe.gov/phonebook/addresses.htm> , questions regarding organizations authorized to issue task orders should be directed to the Contract Specialist for Administration of the Indefinite-Quantity Contract found at Clause No. 30.(a) of the Contract.

- (a) Department of Energy Offices:

Albuquerque Operations Office
Chicago Operations Office
Golden Field Office
Idaho Operations Office
Nevada Operations Office
Oak Ridge Operations Office
Oakland Operations Office
Grand Junction Project Area Office
Carlsbad Field Office
National Technology Laboratory Office

Ohio Field Office
Richland Operations Office
Rocky Flats Field Office
Savannah River Operations Office
Strategic Petroleum Reserve Office
National Petroleum Technology Office
Yucca Mountain Site Office
Albany Research Center
River Protection Office

E. TASK ORDERING ACTIVITY / WASTE GENERATOR RESPONSIBILITIES:

It is important that the Waste Generator be familiar with and knowledgeable of the radioactive waste stream profile, and characteristics of each different waste stream to be treated and disposed by the

Contractor. It is, also, important that markings, packaging, containers, carriers, and shipments of the radioactive mixed waste be in accordance with DOT Title 49 CFR – Transportation.

1. The Task Ordering Activity / Waste Generator shall provide to the Contractor a signed Radioactive Waste Profile Record, Form EC-0230, and appropriate attachments. The form shall be submitted for each different radioactive waste stream to be treated and disposed by the Contractor. Signature on the Radioactive Waste Profile Record Form shall constitute and warrant the Task Ordering Activity's certification that such information on the forms is true, accurate and complete, to the Activity's knowledge, and the Contractor may in good faith, rely on the information contained therein.
2. The Task Ordering Activity / Waste Generator shall provide packaging, markings, and shipment of the radioactive mixed waste material to the Contractor for treatment and disposal. Refer to Clause No. 33., Packaging, Markings, and Shipment. The packaging, marking, and shipments shall be as follows:
 - a. Coordinate shipment and arrival dates with the Contractor's Shipment Delivery Scheduler, found at Clause No. 32.(d)(3) of the Contract. Appendix F, Delivery Schedule, attached hereto is provided as a consolidated reference for deliveries to the Contractor. Coordination includes providing the Contractor with the required 5 Working-Day Shipment Notification, and associated documents.
 - b. Shipments shall **not** be scheduled without an "Arrival Confirmation Number" provided by the Contractor's Shipment Delivery Scheduler. Further, shipments shall not be scheduled for delivery on Contractor holidays as reflected in Appendix F, Delivery Schedule.
 - c. The packaging, marking, container, and carrier requirements shall be in compliance with current U.S. Department of Transportation Code of Federal Regulations Title 49 CFR – Transportation.
 - d. The carrier transportation services for shipping shall be obtained from permitted/licensed transporters as necessary for shipping the radioactive mixed waste to the Contractor's treatment and disposal facility.
- C. The Task Ordering Activity shall issue Task Orders to the Contractor for services to be performed; and obtain Small Business Subcontracting Goals which shall be made a part of those Task Orders expected to exceed \$500,000.00. Refer to Appendix E, Placing and Order, of the Contract.

F. CONTRACTING OFFICE OF THE INDEFINITE-QUANTITY CONTRACT RESPONSIBILITIES:

1. The Contracting Office shall keep current the Representations and Certifications of the Contractor.
2. A website shall be maintained consisting of the indefinite-quantity contract and all modifications. URL: www.ch.doe.gov/insidech/org_offices/acqandassist/complex_wide_acq.htm
3. The Contracting Office shall monitor for information purposes, the usage of the Contract in terms of quantity of waste, type of waste being processed, and cost to the Government.

