SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: 02-02CH11136.000

PAGE 1 OF 199

2. CONTRACT NO.: DE-AM02-02CH11136

3. AWARD/EFFECTIVE DATE: 09/18/2002

4. ORDER NUMBER: N/A

5. SOLICITATION NUMBER: N/A

6. SOLICITATION ISSUE DATE: N/A

7. FOR SOLICITATION INFORMATION CALL:

a. NAME: N/A

b. TELEPHONE NUMBER (No collect calls): N/A

8. OFFER DUE DATE/LOCAL TIME: N/A

9. ISSUED BY — CODE

U. S. Department of Energy
Chicago Operations Office
9800 South Cass Avenue
Argonne, Illinois 60439

www.ch.doe.gov/insidech/org_offices/acquandassist/acq.htm
Contract and Modification Website

10. THIS ACQUISITION IS
- [X] UNRESTRICTED
- [ ] SET ASIDE: % FOR
  - [ ] SMALL BUSINESS
  - [ ] HUBZONE SMALL BUSINESS
- [ ] 8(A)

NAICS: 562212
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
- [ ] SEE SCHEDULE

12. DISCOUNT TERMS

[ ] 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING: N/A

14. METHOD OF SOLICITATION: [ ] RFQ [ ] IFB [ ] RFP

15. DELIVER TO — CODE

16. ADMINISTERED BY — CODE

As specified in each Task Order

17a. CONTRACTOR/OFFEROR — CODE — FACILITY CODE

Envirocare of Utah, Inc.
46 West Broadway, Suite 116
Salt Lake City, Utah 84101

TELEPHONE NO. Kaylin Loveland (801) 532-1330

[ ] 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY — CODE

As specified in each Task Order

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED [ ] SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	A. Task Orders may be issued for a period of 5 years from the date of award, see Block No. 3. above. Page Nos. 2 and 3 attached hereto, are made a part hereof. (Use Reverse and/or Attach Additional Sheets as Necessary)				

25. ACCOUNTING AND APPROPRIATION DATA: To be specified in each Task Order

26. TOTAL AWARD AMOUNT (For Govt. Use Only): To be specified in each Task Order

[ ] 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA — [ ] ARE [ ] ARE NOT ATTACHED

[X] 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA — [X] ARE [ ] ARE NOT ATTACHED

[X] 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 3 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

[ ] 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

Patricia J. Schuneman

30b. NAME AND TITLE OF SIGNER (Type or print): Al Rafati, Exec. Vice Pres.

30c. DATE SIGNED: 9/16/02

31b. NAME OF CONTRACTING OFFICER (Type or print): Patricia J. Schuneman, Contracting Officer

31c. DATE SIGNED: 09/18/2002

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2002)
Prescribed by GSA - FAR (48 CFR) 53.212

B. The following terms and conditions attached hereto are made a part hereof:

1. FAR 52.212-4, Contract Terms and Conditions – Commercial Items (FEB 2002) (Tailored);

2. Addendum FAR 52.212-4, Contract Terms and Conditions (FEB 2002) (Tailored);

3. FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Order – Commercial Items (DEC 2001);

4. Appendix A, Statement of Work;

5. Appendix B, Reporting Requirements Checklist;

6. Appendix C, Small Business, Veteran-Owned Small Business, Service-Disabled Veteran-Owned Small Business, Hubzone Small Business, Small Disadvantaged Business, and Women-Owned Small Business Model Subcontracting Plan Outline, coded AA-61;

7. Appendix D, Envirocare Forms;

8. Appendix E, Placing an Order, Instructions and Explanations;

9. Appendix F, Delivery Schedule; and

10. Appendix G, Envirocare of Utah, Inc., Licenses, Permits, and Waste Acceptance Guidelines

C. Definitions

1. Indefinite-Quantity Contract. This Contract No. DE-AM02-02CH11136.

2. Task Order. The issuance of an order for services placed against / under the Indefinite-Quantity Contract No. DE-AM02-02CH11136.

3. Task Ordering Activity. The office or activity responsible for issuing / awarding Task Orders.

4. Waste Generator. The technical person most knowledgeable and familiar with the profile record of the radioactive mixed waste stream and responsible for the shipment of the mixed waste to the Contractor.

5. Non-Conform / Non-Conformance.

Radioactive mixed waste streams delivered to the Contractor for treatment and disposal services that are not in compliance with the Contractor's license and permits; and are not in content with the Radioactive Waste Profile Record, EC-0230, as certified by the Waste Generator and as accepted by the Contractor.

D. Container Volumes

Measurement for payment purposes shall be based on the rated volume of the container as follows:

Container Volumes

55-gallon drum	7.5 Cubic Feet
89-gallon drum	11.9 Cubic Feet
96-gallon drum	12.9 Cubic Feet
B-12 Box	48 Cubic Feet
B-25 Box	96 Cubic Feet
B-52 Box	313 Cubic Feet
10 Cubic Yard Roll-Offs	270 Cubic Feet
20 Cubic Yard Roll-Offs	540 Cubic Feet
Rail Car only (Gondolas not allowed for Mixed Waste. Contractor has no available means to unload)	Shall be charged by the volume of waste recorded on the shipping manifest.

The Waste Generator shall leave a minimum container/tank "Freeboard" of 5% as specified in the Statement of Work.

19. CLIN.	20. SCHEDULE OF SUPPLIES/SERVICES	21. PRICE	22. UNIT		
	Services provided for treatment and disposal of radioactive mixed waste, as specified in the Statement of Work, are volume priced as follows:				
0001.	Treatability Study (Waste Profile, Form EC-0230 - for each different waste stream)	$15,500.00	Each Profile		
0002.	Stabilization Treatment and Resulting Soil-like Disposal	$ 49.70	Cubic Foot		
0003.	Stabilization Treatment and Resulting Debris-like Disposal	$ 66.44	Cubic Foot		
0004.	Macroencapsulation of waste contained in a 55-gallon drum	$ 165.76	Cubic Foot		
0005.	Macroencapsulation of waste contained in a 89-gallon drum	$ 161.80	Cubic Foot		
0006.	Macroencapsulation of waste contained in a 96-gallon drum	$ 160.94	Cubic Foot		
0007.	Macroencapsulation of waste contained in a B-12 Box	$ 122.66	Cubic Foot		
0008.	Macroencapsulation of waste contained in a B-25 Box	$ 104.67	Cubic Foot		
0009.	Macroencapsulation of waste contained in a B-52 Box	$ 99.86	Cubic Foot		
	Services provided for cleaning and release of shipment containers, as specified in the Statement of Work, are priced as follows:				
0010.	**Unrestricted Use** 20 dpm/100cm² alpha 200 dpm/100cm² beta-gamma (removable) inside and 100 dpm/100cm² alpha 1000 dpm/100cm² beta-gamma (fixed) outside (IAW USNRC Reg guide 1.86)	$ 300.00	Intermodal & Roll-Offs		
0011.	**Return to Service** 220 dpm/100cm² alpha 2200 dpm/100cm² beta-gamma (removable) inside and (IAW 49CFR173.443c) outside	$ 100.00	Intermodal & Roll-Offs		
0012.	**DOT Empty** 220 dpm/100cm² alpha 2200 dpm/100cm² beta-gamma (removable) outside of container 22000 dpm/100cm² alpha 220000 dpm/100cm² beta-gamma (removable) inside of container (IAW 49CFR173.428)	No Charge	Intermodal & Roll-Offs		
0013.	**Sole Use** 220 dpm/100cm² alpha 2200 dpm/100cm² beta-gamma (removable) outside of container <10 mrem/hr on contact, <2 mrem/hr at 1 meter inside the container (IAW 49CFR173.443d)	No Charge			
0014.	Services provided for "Winter Schedule" shipments as specified in the Statement of Work. Winter Schedule shipments add 4% of the total price of the Task Order.		+ 4% of total price		

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS-COMMERCIAL ITEMS (FEB 2002) (Tailored)

(a) **Inspection/Acceptance**. The Contractor shall only tender for acceptance those services that adhere to the requirements of this contract. The Government reserves the right to inspect or test or witness testing by the Contractor, to validate acceptability of the waste to be treated and disposed under this contract. Further, the Government reserves the right to inspect or test any services that have been tendered for acceptance at the completion of treatment and/or disposal. The Government may require repair or replacement or reperformance of services that do not adhere to the Statement of Work at no increase in contract price. The Government must exercise its post-acceptance rights-

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item / services, unless the change is due to the defect in the item / services.

(b) **Assignment**. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) **Changes**. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) **Disputes**. This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **Definitions**. The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) **Excusable delays**. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity including non-conformity to the Radioactive Waste Profile Record, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) **Invoice**.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include-

(i) Name and address of the Contractor;
(ii) Invoice date;
(iii) Contract number, contract line item number and, if applicable, the order number;
(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;
(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
(vi) Terms of any discount for prompt payment offered;
(vii) Name and address of official to whom payment is to be sent;
(viii) Name, title, and phone number of person to notify in event of defective invoice; and
(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer-Other Than Central Contractor Registration), or applicable agency procedures.
(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) **Patent indemnity**. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **Payment**. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and OMB prompt payment regulations at 5 CFR Part 1315. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) Reserved

(k) **Taxes**. The contract price includes all applicable Federal, State, and Local taxes and duties. See FAR Clause 52.229-4 Federal, State, and Local Taxes (Noncompetitive Contract) which is incorporated by reference.

(l) **Termination for the Government's convenience**. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Reserved

(n) **Title**. Title to the radioactive mixed waste shall pass to the Contractor upon the Contractor's issuance of either a "Completion of Treatment Certificate," or "Completion of Disposal Certificate," as appropriate, regardless of when or where the Contractor takes physical possession. Title and all other incidents of ownership to the waste shall thereupon transfer from the Task Ordering Activity and shall be held by the Contractor. The Task Ordering activity shall have no rights to recovery of any material contained in the waste material nor any credit for its potential value.

(o) **Warranty**. The Contractor acknowledges the toxic nature and physical characteristics of the waste material to be delivered and warrants to receive, handle, store, treat, and dispose of the waste material in accordance with this contract, applicable licenses, permits, and Federal, state, and local laws.

(p) **Limitation of liability**. Except as otherwise provided by this contract, the Government shall not be liable to the Contractor for consequential or indirect damages resulting from any failure by the Contractor to exercise due diligence in the performance of this contract or any order placed under this contract.

(q) **Other compliances**. The Contractor shall comply with all applicable Federal, State and Local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) **Compliance with laws unique to Government contracts**. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **Order of precedence**. Any inconsistencies in this solicitation or contract and/ or any order under this contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.
(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
(3) The clause at 52.212-5.
(4) Addenda to this solicitation or contract, including any license agreements for computer software.
(5) Solicitation provisions if this is a solicitation.
(6) Other paragraphs of this clause.
(7) The Standard Form 1449.
(8) Other documents, exhibits, and attachments.
(9) The specification.

(t) **Advance Understandings**.

(1) The Task Order Contracting Officer / Task Ordering Activity/Office Authority may, with respect to any one or more orders placed by it under this contract, exercise the same rights of Contracting Officer as stated throughout the Terms and Conditions of the entire contract.

(2) Should new processes become available or DOE requirements change, the Contract may be modified appropriately by mutual agreement of the parties.

(3) To provide for an inflation increase, the Unit Prices of the Contract Line Items may be increased at a rate of 1 ½ percent for each year beginning in the second (2nd) year.

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

1. FAR 52.215-19 NOTIFICATION OF OWNERSHIP CHANGES (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall-

(1) Maintain current, accurate, and complete inventory records of assets and their costs;
(2) Provide the ACO or designated representative ready access to the records upon request;
(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

2. 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 effective date of award, September 18, 2002 through the designated period of performance, September 17, 2007.

(b) 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, the contract shall control.

(c) If mailed, a 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.

3. FAR 2.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than $15,000.00, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. There is no maximum order limit under this Contract.

(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 3 days after issuance, with written notice stating the Contractor's intent not to perform the services called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

4. 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 the contract's effective date.

5. FAR 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (MAY 2002)

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

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c) (1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (Oct 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $500,000 ($1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Apr 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Dec 2001) (38 U.S.C. 4212(a));

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (June 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

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

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

FAR Clauses: http://www.arnet.gov/far
DEAR Clauses: http://www.pr.doe.gov/dear.html

7. FAR 52.203-3	Gratuities (52.203-3 applies to orders exceeding the simplified acquisition threshold) (APR 1984)
8. FAR 52.203-6	Restrictions on Subcontractor Sales to the Government (JUL 1995)
9. FAR 52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (52.203-8 applies to orders exceeding the simplified acquisition threshold) (JAN 1997)
10. FAR 52.203-10	Price or Fee Adjustment for Illegal or Improper Activity (52.203-10 applies to orders exceeding the simplified acquisition threshold) (JAN 1997)
11. FAR 52.203-12	Limitation on Payments to Influence Certain Federal Transactions (52.203-12 applies to orders exceeding $100,000) (JUL 1997)
12. FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper (AUG 2000)
13. FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (52.209-6 applies to orders exceeding $25,000) (JUL 1995)
14. FAR 52.219-16	Liquidated Damages-Subcontracting Plan (JAN 1999)
15. FAR 52.223-14	Toxic Chemical Release Reporting (OCT 2000)
16. FAR 52.227-1	Authorization and Consent (JUL 1995)
17. FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement (AUG 1996) This clause is not applicable to Task Order if the award is for less than $100,000.
18. FAR 52.227-3	Patent Indemnity (APR 1984)
19. FAR 52.227-14	Rights in Data – General, as modified by DEAR 927.409 (Effective APR 1998) If the Task Order requires the use or delivery of limited rights data and/or restricted computer software, Alternates II and II are incorporated, unless modified upon recommendation of Patent Counsel. In Task Orders for basic or applied research with educational institutions, paragraph (d)(3) is replaced with Alternate IV, unless software is specified for delivery or other special circumstances exist.
20. FAR 52.227-16	Additional Data Requirements (JUN 1987)
21. FAR 52.227-23	Rights to Proposal Data (Technical) (JUN 1987)

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)

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 (FEB 2002) (TAILORED)

31. TASK ORDERS

(a) To place a task order under this Indefinite-Quantity Contract the Waste Generators' ordering office may use Standard Form 1449, Optional Form 347, or may utilize internal policies, procedures, orders, or guidelines for issuance. 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.

Electronic Funds Transfer:

Envirocare's remittance address, 9 digit routing transit number and account number may be obtained from either (1) the Contract Specialist reflected in Clause No. 30.(a) or (2) the Contractor.

(d) Envirocare correspondence and Administration points of contact:

(1) Administration

Kaylin Loveland
Envirocare of Utah, Inc.
46 West Broadway, Suite 116
Salt Lake City, UT 84101

Telephone No.: (801) 532-1330
FAX: (801) 537-7345
E-Mail: KLoveland@EnvirocareUtah.com

(2) Technical / Waste Stream Contact

Johnny Bowne
Envirocare of Utah, Inc.
46 West Broadway, Suite 116
Salt Lake City, UT 84101

Telephone No.: (801) 532-1330
FAX: (801) 537-7345
E-Mail: JBowne@EnvirocareUtah.com

(3) Shipment Delivery Scheduler

FAX: (435) 884-1721
E-Mail: Scheduling@EnvirocareUtah.com

33. PACKAGING, MARKINGS, AND SHIPMENT

The Task Ordering Activity / Waste Generator is responsible for packaging, marking, shipment, and costs incidental to and associated with the delivery of the radioactive mixed waste material to the Contractor's treatment and disposal facility.

(a) 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.

(b) The packaging, marking, containers, and carrier requirements shall be in compliance with current applicable regulations, laws, ordinances, the Contractor's licenses, and the following U. S. Department of Transportation (DOT) Code of Federal Regulations:

(1) 49 CFR Part 172 – Hazardous Materials Table, Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements. The Task Ordering activity / Waste Generator shall complying with all applicable transportation, labeling, transport vehicle, and carrier requirements listed in the matrix of 49 CFR Part 172.

(2) 49 CFR Part 173 – Shippers – General Requirements for Shipments and Packagings;

(3) 49 CFR Part 178 – Specifications for Packagings.

(c) Waste Generators **shall not** mix or otherwise combine the waste material with any other material or products from any other party or source, nor present the same for receipt by Envirocare.

(d) Waste material delivered to the Contractor shall not contain free-standing liquids and shall not exceed 3% above optimum moisture content as determined by a standard proctor.

(e) The Waste Generator shall leave a minimum container/tank "Freeboard" of 5%.

(f) The Task Ordering activity / Waste Generator is financially responsible for all fines, fees, and costs associated with failure of compliance with Title 49 CFR – Transportation.

(g) The Task Ordering activity / Waste Generator is responsible for discrepancies incident to shipment including overage, shortage, loss, damage, and other discrepancies between the quantity and/or condition of materials shipped via commercial carriers and the quantity and/or condition of these materials as shown on the shipping manifest or other transportation document. The Task Ordering Activity is further responsible when there is a determination that the transport vehicles and/or containers are contaminated, leaking, or otherwise not in compliance with the packaging requirements of Title 49 CFR - Transportation.

(h) Claims arising from non-compliance with DOT Title 49 CFR – Transportation, and discrepancies occurring in transit through the completion of off-loading is a matter for settlement between the Task Ordering Activity and the carrier.

34. DELIVERY AT CONTRACTOR'S FACILITY

Each Task Ordering activity / Waste Generator is responsible for the transport, and delivery of the waste material to Envirocare in accordance with Clause No. 33. above, the Statement of Work – Appendix A, and Appendix F, "Delivery Schedule," attached hereto and provided as a consolidated reference.

(a) Delivery at the Contractor's Facility shall not be made until:

(1) The Task Ordering activity has received from the Contractor a "Notice to Transport," and

(2) The Task Ordering activity has negotiated with the Contractor's Shipment Delivery Scheduler, a date for delivery and has received an arrival confirmation number from Envirocare.

(b) All waste material shipped on an individual shipping manifest shall be considered a "shipment" under the terms of this Contract.

(c) Task Ordering activities shall provide the below listed items to the Contractor's Shipment Delivery Scheduler, no earlier than 5 working days of the expected delivery at the Contractor's facility:

(1) The 5 Working-Day Shipment Notification Form (EC-98096);

(2) A copy of the Special Nuclear Material (SNM) Exemption Certification Form (EC-0230-SNM); (use when Profile contains U-235, U-233, PU-236, PU-238 through PU-244)

(3) A copy of the Radioactive Waste Profile Record, Form EC-0230; and

(4) A copy of the completed and executed Low-Level Radioactive Waste Manifest.

The above listed items may be provided to the Contractor by mail or FAX. See Appendix D-Forms, and Appendix F-Delivery Schedule.

(d) Upon delivery to the Contractor's facility and prior to the Contractor's unloading the shipment, should the loaded transport vehicle and/or containers not conform to the requirements of Envirocare's Licenses or permits, or DOT, Title 49 CFR – Transportation regulations, or arrive damaged or unusually difficult to unload, the Contractor shall notify the Task Ordering activity immediately of the discovery for negotiation of a resolution. Resolution may be but not limited to the following:

(1) Contractor may provide a proposed corrective action with an estimate of the cost to correct.

(2) Task Ordering office may direct an alternative course of action.

(3) Either party may negotiate a rejection of the shipment. The costs incidental to returning the shipment shall be borne by the Task Ordering activity.

35. INVOICES AND SCHEDULE OF INVOICE PAYMENTS AND INVOICES

Definitions: Invoice. The Contractor's bill or written request for payment under the contract for supplies delivered or services performed.

Invoice Payment. A Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government. This includes payments for partial deliveries that have been accepted by the Government and final cost payment where amounts owed have been settled between the Waste Generator and the contractor.

Notice to Transport. Contractor's notification that performance of Contract Line Item 0001, Treatability Study, has been completed, shipping arrangements for the waste may be made, and invoice payment for these services may be authorized.

Completion of Treatment Certificate. Serves as Contractor's notification and certification that performance of the treatment services of Contract Line Items 0002 and/or 0003 have been completed, and invoice payment for these services may be authorized.

Completion of Disposal Certificate. Serves as Contractor's notification and certification that performance of the disposal services of Contract Line Items 0002 through 0009, as appropriate, have been completed, and invoice payment for these services may be authorized.

Invoices shall be submitted as specified in the billing instructions provided in each Task Order and payments by the Task Ordering activity shall be authorized as follows:

(a) Payment of Contract Line Item 0001 may be paid upon receipt of a proper invoice and a "Notice to Transport" from the Contractor.

(b) Payment of Contract Line Items 0004 through 0009, and associated cleaning and release of vehicles and/or containers, Line Items 0010 through 0013, and 0014 if appropriate, may be payable 100% upon receipt of a proper invoice in accordance with the billing instruction and upon receipt of a signed "Completion of Disposal Certificate" from Envirocare.

(c) Payments of Contract Line Items 0002, 0003, and associated cleaning and release of vehicles and/or containers, Line Items 0010 through 0013, and 0014 if appropriate, are scheduled as follows:

(1) Fifty percent (50%) of the price of the Task Order may be authorized for payment upon receipt of a proper invoice in accordance with the billing instructions contained in the Task Order and upon receipt of a signed "Completion of Treatment Certificate."

(2) The remaining fifty percent (50%) of the price of the Task Order may be authorized for payment upon receipt of a proper invoice in accordance with the billing instructions contained in the Task Order and upon receipt of a signed "Completion of Disposal Certificate."

36. NON-CONFORMING WASTE MATERIAL

Envirocare formulates a waste treatment method for each Radioactive Waste Profile Record submitted for approval. The method of treatment formulated for the mixed waste stream profile is determined through testing and scientific exploration prior to approval of each different waste stream profile. The formulated method of treatment is developed to permit disposal of such waste material at the Envirocare Facility, in accordance with Envirocare's licenses, regulations and permits.

(a) Waste material delivered to the Contractor for treatment and disposal shall be considered Non-Conforming, when:

(1) The material delivered is not in accordance with the analyses, description, specifications or limitations stated in the previously approved Radioactive Waste Profile Record (EC-0230);

The contractor may determine at any time that the waste material delivered is Non-Conforming. This includes prior to unloading the waste material from the carrier, during unloading, during treatment, during disposal, and subsequent to disposal.

(2) The material delivered does not comply with Envirocare's licenses, permits, or regulations and includes the following:

(i) Manifesting errors.
(ii) Contamination results from failure to comply with packaging, marking, and shipment of material in accordance with DOT Title 49 CFR - Transportation.
(iii) Shipment is delivered to the Facility without a "Notice to Transport."

(b) Remedies for materials considered Non-Conforming:

The Contractor shall notify the Task Ordering office immediately upon discovery of the non-conforming materials for negotiation of a resolution. Resolution may be and not limited to the following:

(1) Contractor may provide a proposed corrective action for treatment or further treatment which would permit disposal, and provide an estimate of the cost to correct.

(2) Task Ordering office may direct an alternative course of action.

(3) Either party may negotiate a rejection of the shipment. Return of the material to the Task Ordering activity, allowable costs associated with the returned shipment shall be borne by the Task Ordering activity.

37. PENALTIES FOR MATERIAL DEEMED NON-CONFORMING

The Task Ordering activity is financially responsible for the allowable costs associated with non-conforming waste material as follows:

(a) A penalty fee of $5,000.00 for each occurrence of non-conforming waste material; plus

(b) The cost of 100% of any fines or fees which are levied upon the Contractor by third parties, as a direct result of any non-conforming waste material shipment made under this Indefinite-Quantity Contract; plus

(c) Allowable costs, including demurrage, incurred by the Contractor associated with resolution of non-conforming material and/or shipment return to the Task Ordering activity.

(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, and Management and Integration Contractors, 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

(b) Department of Energy Laboratories and Project Offices:

- Albany Research Center
- Ames National Laboratory
- Argonne National Laboratory (East)
- Argonne National Laboratory (West)
- Brookhaven National Laboratory
- Environmental Measurements Laboratory
- Fermi National Accelerator Laboratory
- Idaho National Engineering Laboratory
- Lawrence Berkeley National Laboratory
- Lawrence Livermore National Laboratory
- Los Alamos National Laboratory
- National Energy Technology Laboratory
- National Petroleum Technology Office
- National Renewable Energy Laboratory
- New Brunswick Laboratory
- Oak Ridge National Laboratory
- Pacific Northwest National Laboratory
- Princeton Plasma Physics Laboratory
- Kansas City Plant
- Sandia National Laboratory
- Savannah River Ecology Laboratory
- Stanford Linear Accelerator Center
- Thomas Jefferson National Accelerator
- Energy Technology Engineering Center
- General Atomics
- Radiological & Environmental Sciences Laboratory
- Rocky Flats Environmental Technology Site
- Weldon Spring Site Remedial Action Project

Waste Isolation Pilot Project
Knolls Atomic Power Laboratory
RMI Extrusion Plant Decommissioning Project
West Valley Demonstration Project
Columbus Environmental Management Project
Fernald Environmental Management Project
Miamisburg Environmental Management Project
Paducah Gaseous Diffusion Plant
Portsmouth Gaseous Diffusion Plant
Y-12 National Security Complex
Nevada Test Site
Pittsburgh Naval Reactors Office
Bettis Atomic Power Laboratory
Savannah River Site
East Tennessee Technology Park
Separations Process Research Unit
Laboratory for Energy Related Health Research
General Electric Vallecities Nuclear Center

(c) Other users may be authorized, in writing by the Contracting Officer, on a case-by-case basis. Inquiries are directed to the Point of Contact at Clause 30.(a) of the Contract.

40. DECONTAMINATION AND/OR DECOMMISSIONING (D&D) COSTS

Notwithstanding any other provisions of this Contract, including but not limited to FAR 31.205-31, the Government shall not be responsible for or have any obligation to the Contractor for (a) Decontamination and/or Decommissioning (D&D) of any of the Contractor's facilities, or (b) any costs which may be incurred by the Contractor in connection with the D&D of any of its facilities due to the performance of the work under this Contract, whether said work was performed prior to or subsequent to the effective date of this Contract.

52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders- Commercial Items (DEC 2001)

(a) The Contractor shall comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

(1) 52.222-3, Convict Labor (E.O. 11755).
(2) 52.233-3, Protest after Award (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components:

_X_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).
_X_ (2) 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637 (d)(2) and (3)).
_X_ (3) 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637(d)(4)).
_X_ (4) 52.222-21, Prohibition of Segregated Facilities (Feb 1999)
_X_ (5) 52.222-26, Equal Opportunity (E.O. 11246).
_X_ (6) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212)
_X_ (7) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).
_X_ (8) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212).
_X_ (9) 52.225-13, Restriction on Certain Foreign Purchases (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
_X_ (10) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (31 U.S.C. 3332).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

__ (1) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).
__ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
__ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
__ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).
__ (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351, *et seq.*).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is

in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records-Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) or (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by an addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components-

(1) 52.222-26, Equal Opportunity (E.O. 11246);
(2) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (38 U.S.C. 4212);
(3) 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793);
(4) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning (May 1, 1996); and
(5) 52.222-41, Service Contract Act of 1965, As Amended (41 U.S.C. 351, *et seq.*).

STATEMENT OF WORK

A. SCOPE:

The Contractor shall provide all necessary personnel, facilities, materials, licenses, and permits necessary to receive, store, treat and dispose, as appropriate, Radioactive Mixed Waste (RMW) under this contract. The Contractor shall provide treatment and disposal of RMW shipped from any of the Department of Energy (DOE) offices, sites, Laboratories, Waste Generators, including DOE Management and Operating, and Management and Integration Contractors.

The waste to be covered by and addressed, as part of this Statement of Work, is mixed wastes (low-level radioactive mixed with Resource Conservation and Recovery Act (RCRA) wastes) that includes radioactive RCRA. The waste codes requiring treatment and disposal for this Program are listed in Exhibit 1, attached hereto and made a part hereof. The waste covered by this scope of work, once treated by appropriate means would need disposal in a RCRA cell. Exhibit 2, attached hereto and made a part hereof, reflects the maximum amount of each RCRA waste code that is allowable for treatment and disposal under the Contractor's licenses, and permits.

The waste to be disposed will be solids, debris, sludges, soils, building rubble, concrete, metals, glass, ashes, and asbestos.

The solids will include personal protective equipment, radiation shielding, process equipment, wood, filters, investigation derived wastes, and removal action wastes (generally as associated with environmental restoration type activities).

The sludges included are generally derived from treatment of groundwater, decontamination fluids and solutions, and some process streams.

Building rubble will generally be those associated with the demolition of DOE facilities formerly used for operations. Waste soils will include investigation derived waste and remedial action wastes. The wastes to be managed as part of this Statement of Work will not include classified wastes or wastes that must be disposed at DOE owned facilities.

The processes or treatment to be provided by the Contractor shall be those that meet the requirements of 40 CFR 268 (specifically those of 40 CFR 268.43), to assure that wastes meet land disposal restrictions.

B. BACKGROUND:

The Chicago Operations Office, Waste Management Program, has a requirement for the combined "treatment and disposal" of radioactive mixed waste which will provide an economy of scale, and reduce the overall unit cost, of treatment and disposal of radioactive mixed waste; and provide an obtainable means for Waste Generators to meet aggressive annual clean-up goals.

The scope of this action will reduce the overall unit cost for treatment and disposal of radioactive mixed waste by combining "treatment and disposal" into one requirement. This will reduce the unit cost to the Government by that amount expended for second shipments to dispose of waste that remains within the RCRA characterization of waste that is not acceptable for disposal at a DOE site. Further, combining the requirements of DOE and DOE Waste Generators allows for a quantity discount which is not realized by individual DOE and DOE Waste Generator requirements.

Recent changes in Congressional funding has diverted radioactive clean-up funds from a "super-fund" approach to individual activity requirements. This affects the way in which DOE conducts business. Individual activities require a mechanism which is simplified in order to achieve not only timely mission related annual clean-up goals, but a mechanism by which financial responsibility remains within the control and purview of each individual activity.

C. OBJECTIVES

The overall objective of this action will provide a simplified mechanism to DOE and DOE Waste Generators that reduces the overall unit cost for treatment and disposal of radioactive mixed waste; allows timely issuance of task orders to meet mission related annual clean-up goals; and allows financial responsibility to remain within the control of individual activities.

D. CONTRACTOR RESPONSIBILITIES:

The Contractor acknowledges the toxic and physical characteristics of the waste material and shall provide all necessary personnel, facilities, materials, licenses, and permits necessary to receive, store, treat and dispose, as appropriate, Radioactive Mixed Waste (RMW) under this contract.

1. **Licenses and Permits**

   The Contractor shall maintain and keep current appropriate licenses and permits as required by Federal, state, and local laws and ordinances that enables the Contractor to receive, store, treat, and dispose of radioactive mixed waste. The Contractor shall notify the administrative point of contact for this indefinite-quantity contract, as reflected in Clause No. 30, within 24 hours, changes to licenses and permits held by the Contractor.

2. **Waste Characterization and Treatability Study**

   a. The Contractor shall provide a treatability study for each different mixed waste stream to be received, treated and disposed under this Contract. The Radioactive Waste Profile Record (EC-0230), shall be used for waste characterization together with waste samples, as necessary, to formulate a waste treatment method.

   b. Scientifically accepted standards and procedures approved by applicable regulatory authorities shall be used in the formulation of a treatment method adhering to EPA requirements and the requirements of the Contractor's licenses and permits.

   c. Upon completion of the review, testing of the waste samples, and formulation of a treatment method for the particular waste stream, the Contractor shall issue to the Waste Generator a "Notice to Transport" which serves as written approval for the waste stream to be treated and disposed.

   d. The Contractor agrees to transfer applicable, previously approved, Radioactive Waste Profile Records (EC-0230) from other contractual instruments to this Indefinite-Quantity Contract at no cost to the Government.

3. **Receipt of Waste**

   The Contractor shall receive the waste material at the plant Facility located at Interstate 80 and Exit 49, Clive, Utah 84029. Appendix F, Delivery Schedule, is provided as a reference.

a. The Facility shall accept deliveries from 8:00 am until 12:00 pm Mountain Time, on working days – defined as Monday through Friday except holidays as follows:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Pioneer Day	July 24
Labor Day	First Monday in September
Thanksgiving	Last Thursday and Friday of November
Christmas Day	December 25
Christmas Break	Day after Christmas

b. The Facility shall maintain a "Winter Schedule" for delivery of waste material on working days from December 1 to March 1.

c. The Contractor shall provide a "Shipment Delivery Scheduler" point of contact, for scheduling shipments from Waste Generators, and for receipt of the U.S. Department of Transportation (DOT) required advance shipment notifications. The Shipment Delivery Scheduler, point of contact, may be found at Clause No. 32.(d)(3) of the Contract.

(1) Shipping Schedule: The Contractor shall maintain an annual shipping schedule for waste material to be delivered on an annual basis. Annual shipping schedules shall be coordinated in October of each year. Subsequent to providing an annual shipping schedule the Contractor shall coordinate a rolling 60-day planning schedule on a monthly basis. This 60-day planning schedule shall consist of the Task Ordering activities best estimate of the schedule of each waste stream of waste material to be shipped within the next sixty days and shall include an estimate of the volume for each waste stream, number and type of shipments, shipping rate, and timing of shipments.

(2) Notice of Delivery: Not less than 5 working days prior to the shipping date of each waste shipment, the Contractor shall be supplied by the Waste Generator the following required notifications:

(a) The 5 Working-Day Shipment Notification, Form (EC-98096);
(b) the Special Nuclear Material (SNM) Exemption Certification, Form EC-0230-SNM, if applicable; (Required when U-235, U-233, PU-236, and PU-238 through PU-244 are present in the waste)
(c) a copy of the Radioactive Waste Profile Record, Form EC-0230; and
(d) a copy of the waste shipment manifest.

(3) Upon receipt of the above items the Shipment Delivery Scheduler shall provide to the Task Ordering activity a date for delivery of the shipment and an "Arrival Confirmation Number."

4. **Unloading Shipment**

The Contractor shall unload the radioactive waste material delivered for treatment and disposal under this Contract. The Contractor shall unload the delivery using appropriate safety standard guidelines.

a. In the event that the Contractor discovers that the transportation vehicle, rail car, containers, packaging, and/or markings of the delivered waste material has failed to meet the U.S. Department of Transportation (DOT) requirements at Title 49 CFR – Transportation, the

Contractor shall document the infraction and notify the Task Ordering activity immediately upon discovery for a negotiated resolution.

5. **Release of Transporting Vehicles and Containers**

The Contractor shall provide for the release of transporting vehicles and/or containers using the below listed categories of radiological release criteria. Boxes and drums will not be returned to the Task Ordering activities under this Contract, and there will be no cleaning charge for boxes or drums.

Unrestricted Use	20 dpm/100cm² alpha 200 dpm/100cm² beta-gamma (removable) inside and 100 dpm/100cm² alpha 1000 dpm/100cm² beta-gamma (fixed) outside (IAW USNRC Reg guide 1.86).
Return to Service	220 dpm/100cm² alpha 2200 dpm/100cm² beta-gamma (removable) inside and (IAW 49CFR173.443c) outside.
DOT Empty	220 dpm/100cm² alpha 2200 dpm/100cm² beta-gamma (removable) outside of container 22000 dpm/100cm² alpha 220000 dpm/100cm² beta-gamma (removable) inside of container (IAW 49CFR173.428).
Sole Use	220 dpm/100cm² alpha 2200 dpm/100cm² beta-gamma (removable) outside of container <10 mrem/hr on contact, <2 mrem/hr at 1 meter inside the container (IAW 49CFR173.443d).

6. **Treatment of Waste Material**

The Contractor shall treat the radioactive waste using the treatment method formulated under the treatability study.

a. Should the treatment method performed be unsuccessful, the Contractor shall immediately upon discovery notify the Task Ordering activity for a negotiated resolution.

b. Should the waste material received be in non-conformance to the Radioactive Waste Profile Record, EC-0230, as certified by the Waste Generator and as accepted by the Contractor, the Contractor shall immediately notify the Task Ordering activity for a negotiated resolution.

c. Upon successful completion of the waste treatment the Contractor shall issue to the Task Ordering activity a "Completion of Treatment Certification."

7. **Disposal of Waste Material**

The Contractor shall dispose of the radioactive mixed waste in accordance with its licenses, permits, and Federal, state, and local laws and ordinances. Upon completion of the disposal of the waste the Contractor shall issue to the Task Ordering activity a "Completion of Disposal Certification."

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 are 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 <u>not</u> 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 <u>permitted/licensed</u> 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/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.

Radioactive Components as Defined by the Nuclear Regulatory Commision

D001 D002 D003 D004 D005 D006 D007 D008 D009 D010 D011 D012 D013 D014 D015 D016 D017 D018 D019 D020 D021 D022 D023 D024 D025 D026 D027 D028 D029 D030 D031 D032 D033 D034 D035 D036 D037 D038 D039 D040 D041 D042 D043

F001 F002 F003 F004 F005 F006 F007 F008 F009 F010 F011 F012 F019 F024 F025 F028 F032 F034 F035 F037 F038 F039

K001 K002 K003 K004 K005 K006 K007 K008 K009 K010 K011 K013 K014 K015 K016 K017 K018 K019 K020 K021 K022 K023 K024 K025 K026 K027 K028 K029 K030 K031 K032 K033 K034 K035 K036 K037 K038 K039 K040 K041 K042 K043 K044 K045 K046 K047 K048 K049 K050 K051 K052 K060 K061 K062 K064 K065 K066 K069 K071 K073 K083 K084 K085 K086 K087 K088 K090 K091 K093 K094 K095 K096 K097 K098 K099 K100 K101 K102 K103 K104 K105 K106 K107 K108 K109 K110 K111 K112 K113 K114 K115 K116 K117 K118 K123 K124 K125 K126 K131 K132 K136 K141 K142 K143 K144 K145 K147 K148 K149 K150 K151 K156 K157 K158 K159 K160 K161

P001 P002 P003
P004 P005 P006 P007 P008 P009 P010 P011 P012 P013 P014 P015 P016 P017 P018 P020 P021 P022 P023 P024 P026 P027 P028 P029 P030 P031 P033 P034 P036 P037 P038 P039 P040 P041 P042 P043 P044 P045 P046 P047 P048 P049 P050 P051 P054 P056 P057 P058 P059 P060 P062 P063 P064 P065 P066 P067 P068 P069 P070 P071 P072 P073 P074 P075 P076 P077 P078 P081 P082 P084 P085 P087 P088 P089 P092 P093 P094 P095 P096 P097 P098 P099 P101 P102 P103 P104 P105 P106 P107 P108 P109 P110 P111 P112 P113 P114 P115 P116 P118 P119 P120 P121 P122 P123 P127 P128 P185 P188 P189 P190 P191 P192 P194 P196 P197 P198 P199 P201 P202 P203 P204 P205

U001 U002 U003 U004 U005 U006 U007 U008 U009 U010 U011 U012 U014 U015 U016 U017 U018 U019 U020 U021 U022 U023 U024 U025 U026 U027 U028 U029 U030 U031 U032 U033 U034 U035 U036 U037 U038 U039 U041 U042 U043 U044 U045 U046 U047 U048 U049 U050 U051 U052 U053 U055 U056 U057 U058 U059 U060 U061 U062 U063 U064 U066 U067 U068 U069 U070 U071 U072 U073 U074 U075 U076 U077 U078 U079 U080 U081 U082 U083 U084 U085 U086 U087 U088 U089 U090 U091 U092 U093 U094 U095 U096 U097 U098 U099 U101 U102 U103 U105 U106 U107 U108 U109 U110 U111 U112 U113 U114 U115 U116 U117 U118 U119 U120 U121 U122 U123 U124 U125 U126 U127 U128 U129 U130 U131 U132 U133 U134 U135 U136 U137 U138 U140 U141 U142 U143 U144 U145 U146 U147 U148 U149 U150 U151 U152 U153 U154 U155 U156 U157 U158 U159 U160 U161 U162 U163 U164 U165 U166 U167 U168 U169 U170 U171 U172 U173 U174 U176 U177 U178 U179 U180 U181 U182 U183 U184 U185 U186 U187 U188 U189 U190 U191 U192 U193 U194 U196 U197 U200 U201 U202 U203 U204 U205 U206 U207 U208 U209 U210 U211 U212 U213 U214 U215 U216 U217 U218 U219 U220 U221 U222 U223 U225 U226 U227 U228 U230 U231 U232 U233 U234 U235 U236 U237 U238 U239 U240 U242 U243 U244 U246 U247 U248 U249 U271 U277 U278 U279 U280 U328 U353 U359 U364 U365 U366 U367 U372 U373 U375 U376 U377 U378 U379 U381 U382 U383 U384 U385 U386 U387 U389 U390 U391 U392 U393 U394 U395 U396 U400 U401 U402 U403 U404 U407 U409 U410 U411

Maximum amount of each RCRA waste code that is allowable for treatment and disposal under Contractor's Licenses.

6. Radioactive Material (element and mass number)		7. Chemical and/or physical form		8. Average concentration per container on receipt	
A1.	Actinium-225	A1. through ABCDE inclusive. Notwithstanding Conditions 9 (Authorized Use), 16 (Prohibitions and Waste Requirements), and 56 (containerized waste), typically large volume , bulky or containerized, soil or debris. Debris can include both decommissioning (cleanup) and routinely generated operational waste including but not limited to radiologically contaminated paper, piping, rocks, glass, metal, concrete, wood, bricks, resins, sludge, tailings, slag, residues, personal protective equipment (PPE) that conforms to the size limitations in currently approved QA/QC Manual.	A1.	5.0e+02	pCi/g
B1.	Americium-241		B1.	1.0e+04	pCi/g
B2.	Americium-242		B2.	5.0e+02	pCi/g
B3.	Americium-242m		B3.	5.0e+02	pCi/g
B4.	Americium-243		B4.	1.0e+04	pCi/g #
C1.	Antimony-126		C1.	5.0e+02	pCi/g
C2.	Antimony-126m		C2.	5.0e+02	pCi/g
C3.	Antimony-122		C3.	5.0e+02	pCi/g
C4.	Antimony-124		C4.	4.4e+08	pCi/g
C5.	Antimony-125		C5.	4.4e+08	pCi/g*
D1.	Arsenic-74		D1.	5.0e+02	pCi/g
D2.	Arsenic-73		D2.	5.0e+02	pCi/g
E1.	Barium-140		E1.	5.0e+02	pCi/g
E2.	Barium-133		E2.	1.0e+05	pCi/g
F1.	Berkelium-250		F1.	5.0e+02	pCi/g
F2.	Berkelium-249		F2.	5.0e+02	pCi/g
G.	Beryllium-7		G.	4.4e+08	pCi/g
H1.	Bismuth-206		H1.	5.0e+02	pCi/g
H2.	Bismuth-205		H2.	5.0e+02	pCi/g
H3.	Bismuth-207		H3.	5.0e+04	pCi/g
H4.	Bismuth-210m		H4.	5.0e+02	pCi/g
I1.	Cadmium-109		I1.	4.4e+08	pCi/g*
I2.	Cadmium-113m		I2.	5.0e+02	pCi/g
J1.	Calcium-47		J1.	5.0e+02	pCi/g

6. Radioactive Material (element and mass number)		7. Chemical and/or physical form		8. Average concentration per container on receipt	
J2.	Calcium-45		J2.	4.4e+08	pCi/g
K1.	Californium-248		K1.	5.0e+02	pCi/g
K2.	Californium-250		K2.	5.0e+02	pCi/g
K3.	Californium-252		K3.	5.0e+02	pCi/g
L.	Carbon-14		L.	5.0e+05	pCi/g
M1.	Cerium-143		M1.	5.0e+02	pCi/g
M2.	Cerium-139		M2.	4.4e+08	pCi/g
M3.	Cerium-141		M3.	4.4e+08	pCi/g
M4.	Cerium-144		M4.	4.4e+08	pCi/g*
N1.	Cesium-134		N1.	4.4e+08	pCi/g
N2.	Cesium-135		N2.	4.4e+08	pCi/g
N3.	Cesium-136		N3.	5.0e+02	pCi/g
N4.	Cesium-137		N4.	6.0e+04	pCi/g*
O.	Chromium-51		O.	4.4e+08	pCi/g
P1.	Cobalt-56		P1.	4.4e+08	pCi/g
P2.	Cobalt-57		P2.	4.4e+08	pCi/g
P3.	Cobalt-58		P3.	4.4e+08	pCi/g
P4.	Cobalt-60		P4.	3.0e+04	pCi/g
Q.	Copper-67		Q.	4.4e+08	pCi/g
R1.	Curium-241		R1.	5.0e+02	pCi/g
R2.	Curium-242		R2.	2.0e+06	pCi/g
R3.	Curium-243		R3.	1.0e+04	pCi/g
R4.	Curium-244		R4.	1.0e+04	pCi/g
R5.	Curium-245		R5.	5.0e+02	pCi/g
R6.	Curium-246		R6.	5.0e+02	pCi/g
R7.	Curium-247		R7.	5.0e+02	pCi/g
R8.	Curium-248		R8.	5.0e+02	pCi/g
S1.	Einsteinium-254		S1.	5.0e+02	pCi/g
S2.	Einsteinium-253		S2.	5.0e+02	pCi/g
T1.	Europium-152		T1.	2.0e+04	pCi/g
T2.	Europium-154		T2.	3.0e+04	pCi/g
T3.	Europium-155		T3.	4.4e+08	pCi/g
T4.	Europium-156		T4.	5.0e+02	pCi/g

6. Radioactive Material (element and mass number)		7. Chemical and/or physical form		8. Average concentration per container on receipt	
U.	Fermium-252		U.	5.0e+02	pCi/g
V1.	Gadolinium-148		V1.	5.0e+02	pCi/g
V2.	Gadolinium-153		V2.	4.4e+08	pCi/g
W.	Gallium-67		W.	5.0e+02	pCi/g
X.	Germanium-68		X.	4.4e+08	pCi/g*
Y1.	Gold-195		Y1.	4.4e+08	pCi/g
Y2.	Gold-198		Y2.	5.0e+02	pCi/g
Y3.	Gold-199		Y3.	5.0e+02	pCi/g
Z1.	Hafnium-175		Z1.	5.0e+02	pCi/g
Z2.	Hafnium-172		Z2.	5.0e+02	pCi/g
Z3.	Hafnium-181		Z3.	4.4e+08	pCi/g
AA.	Holmium-166m		AA.	5.0e+02	pCi/g
BB.	Hydrogen-3(Tritium)		BB.	2.5e+07	pCi/g
CC1.	Indium-114		CC1.	5.0e+02	pCi/g
CC2.	Indium-114m		CC2.	5.0e+02	pCi/g
CC3.	Indium-113m		CC3.	5.0e+02	pCi/g
CC4.	Indium-111		CC4.	5.0e+02	pCi/g
DD1.	Iodine-133		DD1.	5.0e+02	pCi/g
DD2.	Iodine-131		DD2.	5.0e+02	pCi/g
DD3.	Iodine-126		DD3.	5.0e+02	pCi/g
DD4.	Iodine-125		DD4.	4.4e+08	pCi/g
DD5.	Iodine-129		DD5.	3.1e+03	pCi/g
EE.	Iridium-192		EE.	4.4e+08	pCi/g
FF1.	Iron-52		FF1.	5.0e+02	pCi/g
FF2.	Iron-55		FF2.	4.4e+08	pCi/g
FF3.	Iron-59		FF3.	4.4e+08	pCi/g
FF4.	Iron-60		FF4.	5.0e+02	pCi/g
GG.	Krypton-85		GG.	5.0e+02	pCi/g
HH.	Lanthanum-140		HH.	5.0e+02	pCi/g
II1.	Lead-203		II1.	5.0e+02	pCi/g
II2.	Lead-210		II2.	2.0e+06	pCi/g*
JJ1.	Manganese-52m		JJ1.	5.0e+02	pCi/g
JJ2.	Manganese-52		JJ2.	5.0e+02	pCi/g

6. Radioactive Material (element and mass number)		7. Chemical and/or physical form		8. Average concentration per container on receipt	
JJ3.	Manganese-54		JJ3.	4.4e+08	pCi/g
KK1.	Mercury-194		KK1.	5.0e+02	pCi/g
KK2.	Mercury-203		KK2.	4.4e+08	pCi/g
LL.	Molybdenum-99		LL.	5.0e+02	pCi/g
MM1.	Neptunium-235		MM1.	5.0e+02	pCi/g
MM2.	Neptunium-237		MM2.	1.0e+04	pCi/g++
NN1.	Nickel-59		NN1.	1.4e+07	pCi/g
NN2.	Nickel-63		NN2.	2.2e+06	pCi/g
OO1.	Niobium-93m		OO1.	5.0e+02	pCi/g
OO2.	Niobium-94		OO2.	1.3e+04	pCi/g
PP1.	Osmium-191m		PP1.	5.0e+02	pCi/g
PP2.	Osmium-191		PP2.	5.0e+02	pCi/g
PP3.	Osmium-194		PP3.	5.0e+02	pCi/g
QQ.	Palladium-103		QQ.	5.0e+02	pCi/g
RR1.	Phosphorous-33		RR1.	5.0e+02	pCi/g
RR2.	Phosphorous-32		RR2.	5.0e+02	pCi/g
SS1.	Plutonium-236		SS1.	5.0e+02	pCi/g
SS2.	Plutonium-238		SS2.	1.0e+04	pCi/g
SS3.	Plutonium-239		SS3.	1.0e+04	pCi/g
SS4.	Plutonium-240		SS4.	1.0e+04	pCi/g
SS5.	Plutonium-241		SS5.	3.5e+05	pCi/g
SS6.	Plutonium-242		SS6.	1.0e+04	pCi/g
SS7.	Plutonium-243		SS7.	5.0e+02	pCi/g
SS8.	Plutonium-244		SS8.	5.0e+02	pCi/g++
TT1.	Polonium-208		TT1.	5.0e+02	pCi/g
TT2.	Polonium-210		TT2.	4.4e+08	pCi/g
UU.	Potassium-40		UU.	1.0e+04	pCi/g
VV1.	Promethium-143		VV1.	5.0e+02	pCi/g
VV2.	Promethium-147		VV2.	4.4e+08	pCi/g*
WW1.	Radium-225		WW1.	5.0e+02	pCi/g
WW2.	Radium-226		WW2.	1.0e+04	pCi/g*

6. Radioactive Material (element and mass number)		7. Chemical and/or physical form		8. Average concentration per container on receipt	
WW3.	Radium-228		WW3.	1.0e+04	pCi/g *
XX1.	Rhenium-188		XX1.	5.0e+02	pCi/g
XX2.	Rhenium-186		XX2.	5.0e+02	pCi/g
XX3.	Rhenium-184		XX3.	5.0e+02	pCi/g
XX4.	Rhenium-184m		XX4.	5.0e+02	pCi/g
XX5.	Rhenium-183		XX5.	5.0e+02	pCi/g
YY.	Rhodium-103m		YY.	5.0e+02	pCi/g
ZZ1.	Rubidium-86		ZZ1.	5.0e+02	pCi/g
ZZ2.	Rubidium-84		ZZ2.	5.0e+02	pCi/g
ZZ3.	Rubidium-82		ZZ3.	5.0e+02	pCi/g
ZZ4.	Rubidium-83		ZZ4.	4.4e+08	pCi/g*
AAA1.	Ruthenium-103		AAA1.	5.0e+02	pCi/g
AAA2.	Ruthenium-106		AAA2.	4.4e+08	pCi/g*
BBB1.	Samarium-153		BBB1.	5.0e+02	pCi/g
BBB2.	Samarium-145		BBB2.	5.0e+02	pCi/g
BBB3.	Samarium-151		BBB3.	4.0e+06	pCi/g
CCC1.	Scandium-47		CCC1.	5.0e+02	pCi/g
CCC2.	Scandium-44		CCC2.	5.0e+02	pCi/g
CCC3.	Scandium-46		CCC3.	4.4e+08	pCi/g
DDD1.	Selenium-75		DDD1.	4.4e+08	pCi/g
DDD2.	Selenium-79		DDD2.	5.0e+02	pCi/g
EEE.	Silicon-32		EEE.	5.0e+02	pCi/g
FFF1.	Silver-111		FFF1.	5.0e+02	pCi/g
FFF2.	Silver-105		FFF2.	5.0e+02	pCi/g
FFF3.	Silver-108m		FFF3.	5.0e+04	pCi/g *
FFF4.	Silver-110m		FFF4.	4.4e+08	pCi/g *
GGG.	Sodium-22		GGG.	4.4e+08	pCi/g
HHH1.	Strontium-82		HHH1.	5.0e+02	pCi/g
HHH2.	Strontium-85		HHH2.	4.4e+08	pCi/g
HHH3.	Strontium-89		HHH3.	4.4e+08	pCi/g
HHH4.	Strontium-90		HHH4.	2.5e+04	pCi/g*
III.	Sulfur-35		III.	4.4e+08	pCi/g

6. Radioactive Material (element and mass number)		7. Chemical and/or physical form		8. Average concentration per container on receipt	
JJJ.	Tantalum- 182		JJJ.	4.4e+08	pCi/g
KKK1.	Technetium-99m		KKK1.	5.0e+02	pCi/g
KKK2.	Technetium-95m		KKK2.	5.0e+02	pCi/g
KKK3.	Technetium-95		KKK3.	5.0e+02	pCi/g
KKK4.	Technetium-99		KKK4.	1.9e+05	pCi/g
LLL1.	Telluirium-125m		LLL1.	5.0e+02	pCi/g
LLL2.	Tellurium-123m		LLL2.	5.0e+02	pCi/g
MMM1.	Tellurium-129		MMM1.	5.0e+02	pCi/g
MMM2.	Tellurium-129m		MMM2.	5.0e+02	pCi/g
NNN.	Terbium-160		NNN.	5.0e+02	pCi/g
OOO1.	Thallium-202		OOO1.	5.0e+02	pCi/g
OOO2.	Thallium-201		OOO2.	5.0e+02	pCi/g
OOO3.	Thallium- 204		OOO3.	4.4e+08	pCi/g
PPP1.	Thorium-231		PPP1.	5.0e+02	pCi/g
PPP2.	Thorium-229		PPP2.	5.0e+02	pCi/g
PPP3.	Thorium-230		PPP3.	1.5e+05	pCi/g
PPP4.	Thorium-232		PPP4.	1.0e+04	pCi/g*
QQQ1.	Thulium-170		QQQ1.	5.0e+02	pCi/g
QQQ2.	Thulium-171		QQQ2.	5.0e+02	pCi/g
RRR1.	Tin-121		RRR1.	5.0e+02	pCi/g
RRR2.	Tin-119m		RRR2.	5.0e+02	pCi/g
RRR3.	Tin-117m		RRR3.	5.0e+02	pCi/g
RRR4.	Tin-113		RRR4.	4.4e+08	pCi/g*
RRR5.	Tin-121m		RRR5.	5.0e+02	pCi/g
RRR6.	Tin-126		RRR6.	5.0e+02	pCi/g
SSS.	Titanium-44		SSS.	5.0e+02	pCi/g
TTT1.	Tungsten-188		TTT1.	5.0e+02	pCi/g
TTT2.	Tungsten-185		TTT2.	5.0e+02	pCi/g
TTT3.	Tungsten-181		TTT3.	5.0e+02	pCi/g
UUU1.	Uranium-232		UUU1.	7.5e+04	pCi/g
UUU2.	Uranium-233		UUU2.	7.5e+04	pCi/g
UUU3.	Uranium-234		UUU3.	3.7e+05	pCi/g

6. Radioactive Material (element and mass number)		7. Chemical and/or physical form		8. Average concentration per container on receipt	
UUU4.	Uranium-235		UUU4.	1.9e+03	pCi/g*
UUU5.	Uranium-236		UUU5.	3.8e+05	pCi/g
UUU6.	Uranium-238		UUU6.	3.3e+05	pCi/g++
UUU7.	Uranium-depleted		UUU7.	3.7e+05	pCi/g++
UUU8.	Uranium-natural		UUU8.	6.8e+05	pCi/g++
VVV.	Vanadium-48		VVV.	5.0e+02	pCi/g
WWW1.	Xenon-133m		WWW1.	5.0e+02	pCi/g
WWW2.	Xenon-133		WWW2.	5.0e+02	pCi/g
WWW3.	Xenon-131m		WWW3.	5.0e+02	pCi/g
WWW4.	Xenon-127		WWW4.	5.0e+02	pCi/g
XXX.	Ytterbium-169		XXX.	5.0e+02	pCi/g
YYY1.	Yttrium-88		YYY1.	4.4e+08	pCi/g
YYY2.	Yttrium-91		YYY2.	4.4e+08	pCi/g
ZZZ.	Zinc-65		ZZZ.	4.4e+08	pCi/g
AAAA1	Zirconium-88		AAAA1	5.0e+02	pCi/g
AAAA2	Zirconium-93		AAAA2	5.0e+02	pCi/g
AAAA3	Zirconium-95		AAAA3	4.4e+08	pCi/g*
ABCDE	Any Radioactive Material		ABCDE	2.0e+04	Curies***

DOE F 1332.1
(04-89)

U.S. DEPARTMENT OF ENERGY
REPORTING REQUIREMENTS CHECKLIST

1. PROGRAM/PROJECT TITLE
Combined Treatment and Disposal Services for Radioactive Mixed Wastes

2. IDENTIFICATION NUMBER
DE-AM02-02CH11136

3. PARTICIPANT NAME AND ADDRESS Envirocare of Utah, Inc.
46 West Broadway
Salt Lake City, UT 84101

4. PLANNING AND REPORTING REQUIREMENTS

	Frequency
A. General Management	
[X] Subcontracting SF-294 (Task Orders >$500,000)	S-F
[X] Subcontracting SF-295 (Task Orders >$500,000)	Y-F
[X] Subcontracting Goals (Task Orders >$500,000)	A
B. Schedule/Labor/Cost	
[ ] Milestone Schedule/Plan	
[ ] Labor Plan	
[ ] Facilities Capital Cost of Money Factors Computation	
[ ] Contract Facilities Capital and Cost of Money	
[ ] Cost Plan	
[ ] Milestone Schedule/Status	
[ ] Labor Management Report	
[ ] Cost Management Report	
C. Exception Reports	
[ ] Conference Record	
[ ] Hot Line Report	
D. Performance Measurement	
[ ] Management Control System Description	
[ ] WBS Directory	
[ ] Index	
[ ] Element Definition	
[ ] Cost Performance Reports	

	Frequency
E. Financial	
[ ] Statement of Income and Expense	
[ ] Balance Sheet	
[ ] Cash Flow Statement	
[ ] Statement of Changes in Financial Position	
[ ] Loan Drawdown report	
[ ] Operating Budget	
[X] Copy of every Task Order Invoice (For Information Purposes Only)	A
F. Technical	
[ ] Notice of Energy RD&D Project (Requirement with any of the following)	
[ ] Technical Progress Report	
[ ] Draft for Review	
[ ] Final for Approval	
[ ] Topical Report	
[ ] Final Technical Report	
[ ] Draft for Review	
[ ] Final for Approval	
[X] Certificate of Treatment Completion (Each Task Order)	F
[X] Certificate of Disposal Completion (Each Task Order)	F
[X] Written verification of shipment acceptance (Each Shipment)	A

5. FREQUENCY CODES

A - As required
C – Change to Contractual Agreement
F - Final (End of effort)
M - Monthly
O - Once after award
Q - Quarterly
S - Semi-Annually
X - With Proposal/Bid/Application or with Significant Changes
Y - Yearly or upon Renewal of Contractual Agreement

6. SPECIAL INSTRUCTIONS (ATTACHMENTS)

[X] Report Distribution List/Addresses (AA-99)
[ ] Reporting Elements
[ ] Due Dates
[ ] Analysis Thresholds
[ ] Work Breakdown Structure
[X] Other SF-294; SF-295; and Subcontracting Goals Sheet

7. PREPARED BY (SIGNATURE AND DATE)
Antanas Bimbokas 7-31-02

8. REVIEWED BY (SIGNATURE AND DATE)
Antanas Bimbokas 7-31-02

REPORT DISTRIBUTION LIST

CONTRACT NO. DE-AM02-02CH11136	SF-294, Subcontracting	SF-295, Subcontracting	Subcontracting Goals	Copy of every Task Order Invoice(s)	Verification of Shipment	Cert of Treatment Completion	Cert of Disposal Completion	
Addressees:	***Number of Report Copies***							***Special Instructions***
Contracting Officer Office of Acquisition and Assistance U.S. Department of Energy 9800 S. Cass Ave. Argonne, IL 60439				1 cy				
Individual Task Ordering Activity Address as specified on each Task Order	Orig	Orig	Orig	Orig	Orig	Orig	Orig	

SUBCONTRACTING REPORT FOR INDIVIDUAL CONTRACTS

(See instructions on reverse)

OMB No.: 9000-0006
Expires: 04/30/2004

Public reporting burden for this collection of information is estimated to average 9 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVP), Acquisition Policy Division, GSA, Washington, DC 20405.

1. CORPORATION, COMPANY OR SUBDIVISION COVERED

a. COMPANY NAME

b. STREET ADDRESS

c. CITY | d. STATE | e. ZIP CODE

2. CONTRACTOR IDENTIFICATION NUMBER

3. DATE SUBMITTED

4. REPORTING PERIOD FROM INCEPTION OF CONTRACT THRU:

☐ MAR 31 ☐ SEPT 30 YEAR

5. TYPE OF REPORT

☐ REGULAR ☐ FINAL ☐ REVISED

6. ADMINISTERING ACTIVITY *(Please check applicable box)*

☐ ARMY
☐ NAVY
☐ AIR FORCE
☐ GSA
☐ DOE
☐ DEFENSE CONTRACT MANAGEMENT AGENCY
☐ NASA
☐ OTHER FEDERAL AGENCY *(Specify)*

7. REPORT SUBMITTED AS *(Check one and provide appropriate number)*

☐ PRIME CONTRACTOR — PRIME CONTRACT NUMBER

☐ SUBCONTRACTOR — SUBCONTRACT NUMBER

8. AGENCY OR CONTRACTOR AWARDING CONTRACT

a. AGENCY'S OR CONTRACTOR'S NAME

b. STREET ADDRESS

c. CITY | d. STATE | e. ZIP CODE

9. DOLLARS AND PERCENTAGES IN THE FOLLOWING BLOCKS:

☐ DO INCLUDE INDIRECT COSTS ☐ DO NOT INCLUDE INDIRECT COSTS

SUBCONTRACT AWARDS

TYPE	CURRENT GOAL		ACTUAL CUMULATIVE	
	WHOLE DOLLARS	PERCENT	WHOLE DOLLARS	PERCENT
10a. SMALL BUSINESS CONCERNS (Include SDB, WOSB, HBCU/MI, HUBZone SB, and VOSB *(Including Service-Disabled VOSB))* *(Dollar Amount and Percent of 10c)*				
10b. LARGE BUSINESS CONCERNS *(Dollar Amount and Percent of 10c.)*				
10c. TOTAL *(Sum of 10a and 10b.)*		100.0%		100.0%
11. SMALL DISADVANTAGED BUSINESS (SDB) CONCERNS *(Include HBCU/MI) (Dollar Amount and Percent of 10c.)*				
12. WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS *(Dollar Amount and Percent of 10c.)*				
13. HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (HBCU) AND MINORITY INSTITUTIONS (MI) *(If applicable) (Dollar Amount and Percent of 10c.)*				
14. HUBZone SMALL BUSINESS (HUBZone SB) CONCERNS *(Dollar Amount and Percent of 10c.)*				
15. VETERAN-OWNED SMALL BUSINESS CONCERNS *(Includng Service-Disabled Veteran-Owned SB Concerns) (Dollar Amount and Percent of 10c.)*				
16. SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERNS *(Dollar Amount and Percent of10c.)*				

17. REMARKS

18a. NAME OF INDIVIDUAL ADMINISTERING SUBCONTRACTING PLAN

18b. TELEPHONE NUMBER — AREA CODE | NUMBER

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is not usable

STANDARD FORM 294 (REV. 9/2001)
Prescribed by GSA-FAR (48 CFR) 53.219(a)

SUMMARY SUBCONTRACT REPORT
(See instructions on reverse)

OMB No.: 9000-0007
Expires: 09/30/2003

Public reporting burden for this collection of information is estimated to average 15.9 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the FAR Secretariat (MVP), Acquisition Policy Division, GSA, Washington, DC 20405.

1. CORPORATION, COMPANY OR SUBDIVISION COVERED
a. COMPANY NAME
b. STREET ADDRESS
c. CITY | d. STATE | e. ZIP CODE
2. CONTRACTOR IDENTIFICATION NUMBER

3. DATE SUBMITTED
4. REPORTING PERIOD: ☐ OCT 1 - MAR 31 ☐ OCT 1 - SEPT 30 YEAR
5. TYPE OF REPORT: ☐ REGULAR ☐ FINAL ☐ REVISED

6. ADMINISTERING ACTIVITY *(Please check applicable box)*
☐ ARMY ☐ NAVY ☐ AIR FORCE
☐ DEFENSE CONTRACT MANAGEMENT AGENCY ☐ NASA ☐ GSA
☐ DOE ☐ OTHER FEDERAL AGENCY *(Specify)*

7. REPORT SUBMITTED AS *(Check one)*
☐ PRIME CONTRACTOR ☐ SUBCONTRACTOR ☐ BOTH

8. TYPE OF PLAN
☐ INDIVIDUAL ☐ COMMERCIAL PRODUCTS
IF PLAN IS A COMMERCIAL PLAN, SPECIFY THE PERCENTAGE OF THE DOLLARS ON THIS REPORT ATTRIBUTABLE TO THIS AGENCY.

9. CONTRACTOR'S MAJOR PRODUCTS OR SERVICE LINES
a | b

CUMULATIVE FISCAL YEAR SUBCONTRACT AWARDS
(Report cumulative figures for reporting period in Block 4)

	TYPE	WHOLE DOLLARS	PERCENT (To nearest tenth of a %)
10a.	SMALL BUSINESS CONCERNS *(Include SDB, WOSB, HBCU/MI, HUBZone SB, and VOSB (including Service-Disabled VOSB)) (Dollar Amount and Percent of 10c.)*		
10b.	LARGE BUSINESS CONCERNS *(Dollar Amount and Percent of 10c.)*		
10c.	TOTAL *(Sum of 10a and 10b.)*		100.0%
11.	SMALL DISADVANTAGED BUSINESS (SDB) CONCERNS *(Include HBCU/MI) (Dollar Amount and Percent of 10c.)*		
12.	WOMEN-OWNED SMALL BUSINESS (WOSB) CONCERNS *(Dollar Amount and Percent of 10c.)*		
13.	HISTORICALLY BLACK COLLEGES AND UNIVERSITIES (HBCU) AND MINORITY INSTITUTIONS (MI) *(If applicable) (Dollar Amount and Percent of 10c.)*		
14.	HUBZONE SMALL BUSINESS (HUBZone SB) CONCERNS *(Dollar Amount and Percent of10c.)*		
15.	VETERAN-OWNED SMALL BUSINESS (VOSB) CONCERNS *(Including Service-Disabled VOSB Concerns) (Dollar Amount and Percent of10c.)*		
16.	SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS CONCERNS *(Dollar Amount and Percent of10c.)*		

17. REMARKS

18. CONTRACTOR'S OFFICIAL WHO ADMINISTERS SUBCONTRACTING PROGRAM
a. NAME | b. TITLE | c. TELEPHONE NUMBER: AREA CODE | NUMBER

19. CHIEF EXECUTIVE OFFICER
a. NAME | c. SIGNATURE
b. TITLE | d. DATE

AUTHORIZED FOR LOCAL REPRODUCTION
Previous edition is not usable

STANDARD FORM 295 (REV. 9-2001)
Prescribed by GSA - FAR (48 CFR) 53.219(b)

SMALL BUSINESS SUBCONTRACTING GOALS
for Task Orders expected to exceed $500,000

Task Order Number _____

Goals

State separate dollar and percentage goals for small business, veteran-owned small business, service-disabled/veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, as subcontractors, for the basic and each option year, as specified in FAR 19.704.

A. Total estimated dollar value of all planned subcontracting, i.e., with all types of concerns under this Task Order, is
$ _____.

B. Total estimated dollar value and percent of planned subcontracting with small businesses (includes small business, veteran-owned small business, service-disabled/veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns): (% of "A"):
$ _____ and _____%

C. Total estimated dollar value and percent of planned subcontracting with small businesses: (% of "A"):
$ _____ and _____%

D. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (% of "A"):
$ _____ and ____* 1.5____%

E. Total estimated dollar value and percent of planned subcontracting with service-disabled/veteran-owned small businesses (% of "A"): $ _____ and ____* 1.5____%

F. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of "A"):
$ _____ and ____* 2.5____%

G. Total estimated dollar value and percent of planned subcontracting with small disadvantaged business (% of "A"):
$ _____ and ____**____%

H. Total estimated dollar value and percent of planned subcontracting with women-owned small business (% of "A"):
$ _____ and ____**____%

I. Total estimated dollar value and percent of planned subcontracting with **LARGE BUSINESS** (% of "A")
$ _____ and _____%

_____
Signature

* Statutory Requirement
** A goal less than 5% must be fully documented prior to approval.

SMALL BUSINESS, VETERAN-OWNED SMALL BUSINESS, SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS, HUBZONE SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, AND WOMEN-OWNED SMALL BUSINESS MODEL SUBCONTRACTING PLAN OUTLINE *

Identification Data

Contractor: Envirocare of Utah, Inc.

Address: 46 West Broadway Suite 116 Salt Lake City, UT 84101

Solicitation or Contract Number: DE-AM02-02CH11136

Item/Service: Low-Level Mixed Waste Treatment and Disposal

Total Amount of Contract (Including Options) $ _____

Period of Contract Performance (DAY, MO. & YR.) _____

* Federal Acquisition Regulation (FAR), paragraph 19.708(b) prescribes the use of the clause at FAR 52.219-9 entitled "Small Business Subcontracting Plan." The following is a suggested model for use when formulating such subcontracting plan. While this model plan has been designed to be consistent with FAR 52.219-9, other formats of a subcontracting plan may be acceptable. However, failure to include the essential information as exemplified in this model may be cause for either a delay in acceptance or the rejection of a bid or offer where the clause is Applicable. Further, the use of this model is not intended to waiver other requirements that may be applicable under FAR 52.219-9. "SUBCONTRACT," means any agreement (other than one involving an employer-employee relationship) entered into by a Government prime contractor or subcontractor calling for supplies or services required for performance of the contract, contract modification, or subcontract.

1. Type of Plan (check one)

_____ Individual Contract Plan - Individual Contract Plan means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

__X__ Master Plan - Master Plan means a subcontracting plan that contains all of the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

_____ Commercial Plan - Commercial Plan means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line). The contractor must provide a copy of the approved plan. **NOTE: A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items.**

2. Goals

The following goals will be established for Task Orders **greater than $500,000.00.**

Envirocare separates dollar and percentage goals for small business, veteran-owned small business, service-disabled/veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, as subcontractors, for the basic and each option year, as specified in FAR 19.704.

A. Total estimated dollar value of all planned subcontracting, i.e., with all types of concerns under this contract, is $ _____.

B. Total estimated dollar value and percent of planned subcontracting with small businesses (includes small business, veteran-owned small business, service-disabled/veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns): (% of "A"):
$ _____ and _____%

C. Total estimated dollar value and percent of planned subcontracting with small businesses: (% of "A"):
$ _____ and _____%

D. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (% of "A"):
$ _____ and * 1.5 %

E. Total estimated dollar value and percent of planned subcontracting with service-disabled/veteran-owned small businesses (% of "A"):
$ _____ and * 1.5 %

F. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of "A"):
$ _____ and * 2.5 %

G. Total estimated dollar value and percent of planned subcontracting with small disadvantaged business (% of "A"):
$ _____ and ** %

H. Total estimated dollar value and percent of planned subcontracting with women-owned small business (% of "A"):
$ _____ and ** %

I. Total estimated dollar value and percent of planned subcontracting with **LARGE BUSINESS** (% of "A")
$ _____ and _____%

* Statutatory Requirement

** A goal less than 5% must be fully documented prior to approval.

J. Provide a description of the principal types of supplies and services to be subcontracted under this contract, and an indication of the types planned for subcontracting to (i.e., small business (SB), veteran/owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), women-owned small business (WOSB), and large business (LB).

(check all that apply)

Subcontracted Supplies/ Service	SB	VOB	SDVOB	HUB	SDB	WOSB	LB
Lab Analysis	X						X
Waste Unloading							X
Clay and Fill Material							X
Consulting	X					X	X
Administrative Costs	X				X	X	X
Equipment Rental							X
Decontamination							X

(Attach additional sheets if necessary.)

K. A description of the method used to develop the subcontracting goals for small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), women-owned small business (WOSB), and large business (LB) concerns (i.e., explain the method and state the quantitative basis (in dollars) used to establish the percentage goals, in addition, how the areas to be subcontracted to small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), women-owned small business (WOSB), and large business (LB) concerns were determined --include any source lists used in the determination process).

Envirocare uses the following methods in developing the subcontract goals for small businesses:

Past experience with subcontract goals on government contracts

Projected operational goals and needs

Based on the requirements outlined in FAR 52.219-9 entitled "Small Business Subcontracting Plan"

The processes used to determine SB, SDB, LB, WOSB, VOB, SDVOB, and HUB are SBA PRO-Net source list, trade associations, conferences, and trade fairs

L. Indirect costs have been X have not been _____ included in establishing the dollar and percentage subcontracting goals stated above. (check one)

M. If indirect costs have been included, describe the method used to determine the proportionate share of such costs to be incurred with small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), women-owned small business (WOSB), and large business (LB) concerns.

Indirect costs are allocated based on percentage of waste revenue.

3. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: Kim Allen

Title/Position: Purchasing Manager

Address: 46 West Broadway Suite 115 Salt Lake City, UT 84101

Telephone: (801)532-1330

Duties: Has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns are included on the services they are capable of providing;

B. Developing and maintaining bidder's lists of small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns from all possible sources;

C. Ensuring periodic rotation of potential subcontractors on bidder's lists;

D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns within State Purchasing laws and regulations;

E. Make arrangements for the utilization of various sources for the identification of small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns such as the SBA's Procurement Marketing and Access Network (Pro-Net), the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, Women Business Enterprise Council Vendor Information Service, and the facilities of local small business, small disadvantaged business (minority), women associations, and contact with Federal agencies' Small Business Program Managers;

F. Overseeing the establishment and maintenance of contract and subcontract award records;

G. Attending or arranging for the attendance of company counselors at Small Business Opportunity Workshops, Minority and Women Business Enterprise Seminars, Trade Fairs, Procurements Conferences, etc;

H. Ensure small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;

I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;

J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;

K. Preparing, and submitting timely, required subcontract reports;

L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies;

M. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns participation, where possible.

N. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns.

O. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.

P. Ensuring that historically Black colleges and universities and minority institutions shall be afforded maximum practicable opportunity (if applicable).

Q. Other duties _____

_____

_____

_____

_____

_____

_____

4. Equitable Opportunity

The contractor agrees to ensure that small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns will have an equitable opportunity to compete for subcontracts. The various efforts include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

(i) Contacting small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) trade associations (to the extent known, identify specific small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) trade associations).

This is done by contacting all known small businesses in Envirocare's vendor database, which would be applicable to the requirements of the upcoming purchase. Purchase orders are awarded to small businesses providing that quotations are not in excess of 5% more than large businesses.

(ii) Contacting small business development organizations (to the extent known, identify specific small business development organizations).

Attending the Utah Supplier Development Council Meetings whenever possible. These meetings are attended by all of the small businesses listed above.

(iii) Attending small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) procurement conferences and trade fairs (to the extent known, identify specific procurement conferences and trade fairs and dates).

I attended the Utah Supplier Development Council meeting on July 18, 2002 in Salt Lake City, Utah. This meeting helps to identify potential suppliers by their various categories as listed above.

(iv) Potential sources will be requested from SBA's Pro-Net system and other electronic medium.

(v) Utilizing newspaper and magazine ads to encourage new sources.

B. Internal efforts to guide and encourage purchasing personnel:

(i) Presenting workshops, seminars, and training programs;

(ii) Establishing, maintaining, and using small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) source lists, guides, and other data for soliciting subcontracts; and

(iii) Monitoring activities to evaluate compliance with the subcontracting plan.

C. Additional efforts: _____

_____

_____

_____

_____

5. Flow-Down clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns, in all subcontracts that offer further subcontracting opportunities. The contractor will also require all subcontractors, except small business concerns, that receive subcontracts in excess of $500,000 ($1,000,000 for construction) to adopt a plan that complies with the requirements of the clause at FAR 52.219-9, "Small Business Subcontracting Plan." (See FAR 19.708 (b)).

Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required by the contracting agency or the Small Business Administration; (2) submission of periodic reports such as utilization reports, which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF-295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that large business subcontractors with subcontracting plans agree to submit Standard Forms 294, 295, and, if applicable, OF-312.

Reporting Period	Report Due	Due Date

-11a-

Oct 1 - Mar 31	SF-294	04/30
Apr 1 - Sep 30	SF-294	10/30
Oct 1 - Sep 30	SF-295	10/30
Oct 1 - Sep 30	OF-312	10/30

7. Record Keeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

A. If the prime contractor is not using SBA's Pro-Net system as its primary source for small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) concerns, list the names of guides and other electronic data systems identifying such vendors;

B. Organizations contacted in an attempt to locate small business (SB), veteran-owned small business (VOB), service-disabled/veteran-owned small business (SDVOB), HUBZone small business (HUB), small disadvantaged business (SDB), and women-owned small business (WOSB) sources;

C. On a contract-by-contract basis, records on all subcontract solicitations over $100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether veteran-owned small businesses were solicited, and if not, why not; (3) whether service-disabled/veteran-owned businesses were solicited, and if not, why not; (4) whether HUBZone small businesses were solicited, and if not, why not; (5) whether small disadvantaged business concerns were solicited, and if not, why not; (6) whether women-owned small businesses were solicited, and if not, why not; and (7) reason for failure of solicited small business, veteran-owned small business, service-disabled/veteran-owned small business, small disadvantaged business, women-owned small business, or HUBZone small business concerns to receive the subcontract award;

D. Records to support other outreach efforts, e.g., contacts with small disadvantaged business (minority), small business, veteran-owned small business, service-disabled/veteran-owned small business, women-owned small business, HUBZone small business trade associations, attendance at small business, small disadvantaged business (minority), service disabled and veteran-owned small business, women-owned small business procurement conferences and trade fairs;

E. Records to support internal guidance and encouragement, provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and

F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. **(This item is not required for company or division-wide commercial plans.)**

G. Additional records: _____

_____

_____

_____

_____

This subcontracting plan was submitted by:

Signature: Kim Allen

Typed Name: Kim Allen

Title: Purchasing Manager

Date Prepared:

Phone No.: (801) 532-1330

Approval: Signature: Patricia J. Schuneman

Agency: Department of Energy

Typed Name: Patricia J. Schuneman

Title: Contracting Officer

Date Prepared: September 10, 2002

Phone No.: (630) 252-2956

BLANK

Waste Profile Information

Each Task Ordering activity / Waste Generator shall have a Waste Profile Form for each different waste stream. Submission of the Waste Profile Form shall constitute the Task Ordering activity's certification that such forms are true, accurate, and complete. Upon approval of the Waste Profile Form Envirocare shall issue a "Notice to Transport" which serves as written approval for the waste stream. The "Notice to Transport" is good for shipping that particular waste stream for one (1) year. Contact Envirocare for instructions on renewal of the Notice to Transport. All waste material delivered to Envirocare shall conform with the radiological, chemical, and physical characteristics set forth in the approved Waste Profile Record Form. Should the material not be as specified in the Waste Profile Record Form, the Contractor may determine that the shipment is non-conforming and the Task Ordering activity will be responsible for any fees and fines associated with non-conforming material.

Waste Material delivered to Envirocare shall not contain free-standing liquids and shall not exceed 3% above optimum moisture content as determined by a standard proctor.

ATTACHMENT
FORMS

Forms, also, may be found at:
http://www.envirocareutah.com

1. Bulk Waste Profile Form and Attachments

   A. Radioactive Waste Profile Record Form (EC-0230 Revision 3)

   B. EC-0230 Attachment B.6, Physical Properties

   C. EC-0230 Attachment C.1, Radiological Evaluation, Continuation

2. SNM Exemption Certification Form (EC-0230 – SNM Revision 1)

   The SNM Exemption Form must be attached to each Radioactive Waste Profile Form, attached to each waste manifest, and attached to the 5 Working-Day Shipment Notification Form (EC-98096 Revision 3) below.

   The SNM Exemption Certification Form shall be submitted when the Waste Profile Form contains any of the following:

U-235	PU-239	
U-233	PU-240	PU-243
PU-236	PU-241	PU-244
PU-238	PU-242	

3. 5 Working-Day Shipment Notification Form (EC-98096 Revision 3)

4. Request for Container Return

RADIOACTIVE WASTE PROFILE RECORD

(EC-0230)

Revision 3

Generator Name: _____; Generator #/Waste Stream #: _____ ; Volume of Waste Material: _____

Contractor Name: _____;Waste Stream Name: _____ ;Delivery Date: _____

Check appropriate boxes: Licensed Y☐ N☐; NORM/NARM ☐; LLRW ☐; MW ☐; MW Treated ☐; MW Needing Treatment ☐

PCB Radioactive Y ☐ N ☐; PCB Mixed Waste Y ☐ N ☐; DOE ☐

Original Submission: Y☐ N☐; Revision #_____; Date of Revision _____

Name & Title of Person Completing Form: _____ Phone: _____

A. CUSTOMER INFORMATION:

GENERAL: Please read carefully and complete this form for one waste stream. This information will be used to determine how to properly manage the waste. Should there be any questions while completing this form, contact Envirocare at (801) 532-1330. **WASTES CANNOT BE ACCEPTED AT ENVIROCARE UNLESS THIS FORM IS COMPLETED.** If a category does not apply, please indicate.

1. GENERATOR INFORMATION

EPA ID # _____ EPA Hazardous Waste Number(s) (if applicable): _____

Mailing Address: _____

Phone: _____ Fax: _____

Location of Material (City, ST): _____

Generator Contact: _____ Title: _____

Mailing Address (if different from above): _____

Phone: _____ Fax: _____

B. WASTE PHYSICAL PROPERTIES (If you have questions about the remaining sections, please contact Envirocare at (801) 532-1330.)

1. PHYSICAL DATA (Indicate percentage of material that will pass through the following grid sizes, e.g., 12" 100%, 4" 96%, 1" 74%, 1/4" 50%, 1/40" 30%, 1/200", 5%.)

GRADATION OF MATERIAL:

12" _____%

4" _____%

1" _____%

1/4" _____%

1/40" _____%

1/200" _____%

2. DESCRIPTION: Color _____ Odor _____

Liquid _____ Solid _____ Sludge _____ Powder/Dust _____

3. DENSITY RANGE: (Indicate dimensions) _____ - _____ S.G.☐ lb./ft^3☐ lb./yd^3☐

4. GENERAL CHARACTERISTICS (% OF EACH)

Soil____ Building Debris ____ Rubble____ Pipe Scale____ Tailings____ Process Waste____ Concrete____ Plastic/Resin_____

Other constituents and approximate % contribution of each: _____

5. MOISTURE CONTENT: (Use Std. Proctor Method ASTM D-698, for soil or soil-like materials.)

* Optimum Moisture Content: _____% @ Max Dry Density (lb/ft^3): _____

Average Moisture Content: _____%

Moisture Content Range: _____% - _____%

* The waste material must not exceed 3 percentage points above optimum moisture upon arrival at Envirocare's disposal site.

6. DESCRIPTION OF WASTE: (Please complete "Attachment B.6, Physical Properties." This attachment must describe the waste with respect to it physical composition and characteristics).

C. RADIOLOGICAL EVALUATION.

1. **WASTE STREAM INFORMATION.** Please list the following information for each radioactive isotope associated with the waste. Envirocare's license assumes that short-lived decay products of specified isotopes are present in concentrations equal to the parent. Consequently, these short-lived isotopes are not required to be listed below and do not require manifesting. If more than 6 radionuclides are present, use "Attachment C.1, Radiological Evaluation, Continuation" in lieu of completing this table.

	Isotopes	Concentration Range (pCi/g)	Weighted Avg. per Container (pCi/g)		Isotopes	Concentration Range (pCi/g)	Weighted Avg. per Container (pCi/g)
a.	_____	_____ to _____	_____	d.	_____	_____ to _____	_____
b.	_____	_____ to _____	_____	e.	_____	_____ to _____	_____
c.	_____	_____ to _____	_____	f.	_____	_____ to _____	_____

2. Y☐ N☐ Is the radioactivity contained in the waste material Low-Level Radioactive Waste as defined in the Low-Level Radioactive Waste Policy Amendments Act of 1985 or in DOE Order 5820.2A, Chapter III? **If yes, check "LLRW" block on line 3 of page 1.**

3. Y☐ N☐ **LICENSED MATERIAL:** Is the waste material listed or included on an active Nuclear Regulatory Commission or Agreement State license?

   (If Yes) **TYPE OF LICENSE:** Source ☐; Special Nuclear Material ☐; By-Product ☐; NORM ☐; NARM ☐

   LICENSING AGENCY: _____

4. Y☐ N☐ **SPECIAL NUCLEAR MATERIAL:** Does the waste contain uranium enriched in U-235 or any of the following radionuclides: U-233, Pu-236, Pu-238, Pu-239, Pu-240, Pu-241, Pu-242, Pu-243, or Pu-244? If YES, please complete, sign and attach the "SNM Exemption Certification" form (EC-0230-SNM). Supporting statements, analytical results, and documentation must be included with the submittal.

D. CHEMICAL AND HAZARDOUS CHARACTERISTICS

1. **DESCRIPTION AND HISTORY OF WASTE**

Please attach a description of the waste to this profile. Include the following as applicable: The process by which the waste was generated. Available process knowledge of the waste. The basis of hazardous waste determinations. A list of the chemicals and materials used in or commingled with the waste; a list of any and all applicable EPA Hazardous Waste Numbers, current or former; and, a list of any and all applicable land-disposal prohibition or hazardous-waste exclusions, extensions, exemptions, effective dates, variances, or delistings. Attach the most recent or applicable analytical results involving the composition of the waste. Attach any product information or treatment standards. Attach any product information or Material Safety Data Sheets associated with the waste. If a category on this Waste Profile Record does not apply, describe why it does not. For any "Y" response, please provide a description in the form of an Attachment to Items D.1 and .D.2.

Please describe the history, and include the following:

Y☐ N☐ Was this waste mixed, treated, neutralized, solidified, commingled, dried, or otherwise processed upon generation or at any time thereafter?

Y☐ N☐ Has this waste been transported or otherwise removed from the location or site where it was originally generated?

Y☐ N☐ Was this waste derived from (or is the waste a residue of) the treatment, storage, and/or disposal of hazardous waste defined by 40 CFR 261?

Y☐ N☐ Has this material been treated at any time to meet any applicable treatment standard?

2. **LIST ALL KNOWN AND POSSIBLE CHEMICAL COMPONENTS OR HAZARDOUS WASTE CHARACTERISTICS**

		(Y)	(N)			(Y)	(N)			(Y)	(N)
a.	Listed HW	☐	☐	b.	"Derived-From" HW	☐	☐	c.	Toxic	☐	☐
d.	Cyanides	☐	☐	e.	Sulfides	☐	☐	f.	Dioxins	☐	☐
g.	Pesticides	☐	☐	h.	Herbicides	☐	☐	i.	PCBs**	☐	☐
j.	Explosives	☐	☐	k.	Pyrophorics	☐	☐	l.	Solvents	☐	☐
m.	Organics	☐	☐	n.	Phenolics	☐	☐	o.	Infectious	☐	☐
p.	Ignitable	☐	☐	q.	Corrosive	☐	☐	r.	Reactive	☐	☐
s.	Antimony	☐	☐	t.	Beryllium	☐	☐	u.	Copper	☐	☐
v.	Nickel	☐	☐	w.	Thallium	☐	☐	x.	Vanadium	☐	☐
y.	Alcohols	☐	☐	z.	Arsenic	☐	☐	aa.	Barium	☐	☐
bb.	Cadmium	☐	☐	cc.	Chromium	☐	☐	dd.	Lead	☐	☐
ee.	Mercury	☐	☐	ff.	Selenium	☐	☐	gg.	Silver	☐	☐
hh.	Benzene	☐	☐	ii.	Nitrate	☐	☐	jj.	Nitrite	☐	☐
kk.	Fluoride	☐	☐	ll.	Oil	☐	☐	mm.	Fuel	☐	☐
nn.	Chelating Agents	☐	☐	oo.	Biological	☐	☐	pp.	Pathogenic	☐	☐
qq.	Asbestos***	☐	☐								

Other Known or Possible Materials or Chemicals: _____

** If the waste is regulated by TSCA, please complete, sign, and attach the applicable PCB/Radioactive or PCB/Mixed Waste certification form.

*** Asbestos-containing waste must be managed in accordance with 40 CFR 61.

3. **ANALYTICAL RESULTS FOR TOXICITY CHARACTERISTIC.** (Please transcribe results on the blank spaces provided. Attach additional sheets if needed, indicate range or worst-case results).

Metals (check one):	☐ Total (mg/kg)	or ☐ TCLP (mg/l)		Organics (check one):	☐ Total (mg/kg)	or ☐ TCLP (mg/l)	
Arsenic	_____	Lead	_____	_____	_____	_____	_____
Barium	_____	Mercury	_____	_____	_____	_____	_____
Cadmium	_____	Selenium	_____	_____	_____	_____	_____
Chromium	_____	Silver	_____	_____	_____	_____	_____
		Zinc	_____	_____	_____	_____	_____

4. **ANALYTICAL RESULTS FOR REQUIRED PARAMETERS:** (Please transcribe results on the blank spaces provided. Attach additional sheets if needed).

Soil pH _____ Paint Filter Liquids Test _____ (Pass/Fail) Cyanide Released _____ (mg/kg) Sulfide Released _____ (mg/kg)

5. **IGNITABILITY (40 CFR 261.21[a][2],[4].)**

Flash Point ≥ _____ °F ☐ °C ☐ Is the waste a RCRA oxidizer? Y☐ N☐

6. **CHEMICAL COMPOSITION** (List all known chemical components and check the applicable concentration dimensions. Use attachments to complete, if necessary.)

Chemical Component	Concentration		Chemical Component	Concentration	
_____	_____% ☐	mg/kg ☐	_____	_____% ☐	mg/kg ☐
_____	_____% ☐	mg/kg ☐	_____	_____% ☐	mg/kg ☐
_____	_____% ☐	mg/kg ☐	Halogenic Organic Compounds (HOC) (Sum of the list of HOCs.)	_____% ☐	mg/kg ☐
_____	_____% ☐	mg/kg ☐			

7. **TREATMENT STANDARDS. (FOR MIXED WASTE ONLY).** Describe the waste's applicable treatment standards. Include the EPA Hazardous Waste Numbers and information with respect to the waste's subcategory (e.g., low mercury subcategory), treatability group (e.g. non-wastewaters), treatment standards and concentrations or technology (e.g. 5.7 mg/l selenium extract or INCIN [incineration]), and any applicable exemptions, exclusions, variances, extension, allowances, etc. If additional space is needed, provide an Attachment D.7 to this profile record formatted as below.

EPA HW Number	Subcategory	Treatability Group	Treatability Standard(s) and Concentrations or Technology	Any Exemptions, Variances, Extensions or Exclusions (List 40 CFR reference)
_____	_____	_____	_____	Y☐ N☐ _____
_____	_____	_____	_____	Y☐ N☐ _____

E. **REQUIRED CHEMICAL LABORATORY ANALYSIS.** Generator must submit results of analyses of the waste. Results are required from a qualified laboratory for the following analytical parameters unless nonapplicability of the analysis for the waste can be stated and justified in attached statements. Attach all analytical results and QA/QC documentation. **(CAUTION: PRIOR TO ARRANGING FOR LABORATORY ANALYSES, CHECK WITH ENVIROCARE AND LABORATORY REGARDING UTAH LABORATORY CERTIFICATIONS.**

FOR ALL WASTE TYPES: CHEMICAL ANALYSIS: Soil pH (9045), Paint Filter Liquids Test (9095); Reactivity (cyanide and sulfide).

1. **MINIMUM ADDITIONAL ANALYTICAL REQUIRED FOR:**

   a. Non-RCRA Waste (Non Mixed Waste, i.e. LLRW, NORM): TCLP including the 32 organics, 8 metals, and zinc (Zn).

   b. Mixed Waste: Results to show why the waste is hazardous, and the following analytical results:

      (1) TOX (Total Organic Halides SW-846 9020/9022) or volatile & semi-volatile organics (8240+8270, required if TOX >200 mg/kg)

      (2) Applicable concentration-based treatment standards

      (3) Total and Amenable Cyanide, SW-846 9010 or 9012, required if reactive cyanide >20 mg/kg

2. **REQUIRED RADIOLOGICAL ANALYSES:** Please obtain sufficient samples to adequately determine a range and weighted average of activity in the waste. Analyze all waste streams by gamma spectroscopy. Obtain sufficient samples to ensure that results represent the waste. If Uranium, Plutonium, Thorium, or other non-gamma emitting nuclides are present in the material, the waste must be analyzed using radiochemistry to determine the concentration of these additional contaminants in the material. Detailed radiochemistry may be required to fulfill requirements of Item C.4.

3. **PRE-SHIPMENT SAMPLES OF WASTE TO ENVIROCARE**

Once permission has been obtained from Envirocare, please send 5 representative samples of the waste to Envirocare. A completed EC-2000 form must be included with the sample containers. These samples will be used to establish the waste's incoming shipment acceptance parameter tolerances and may be analyzed for additional parameters. Send about two pounds (one liter) for each sample in an air-tight clean unbreakable glass container via United Parcel Post (UPS) or Federal Express to:

Envirocare of Utah, Inc., Attn: Sample Control, Tooele County, Interstate-80, Exit 49, Clive, Utah 84029
(For Federal Express use Zip Code 84083). Phone: (435) 884-0155

4. **LABORATORY CERTIFICATION INFORMATION.** Please indicate below which of the following categories applies to your laboratory data.

a. **Note analytical data that is to represent mixed waste must be Utah certified or from the USEPA. All radiological data used to support the data in item C.1. must be from a Utah-certified laboratory.**

☐ **UTAH CERTIFIED.** The laboratory holds a current certification for the applicable chemical test methods from the Utah Department of Health insofar as such official certifications are given. **For analytical work done by Utah-certified laboratories,** please provide a copy of the laboratory's current certification letter for each parameter analyzed and each method used for analyses required by this form.

☐ **GENERATOR'S STATE CERTIFICATION.** The laboratory holds a current certification for the applicable chemical parameters from the generator's State insofar as such official certifications are given, or

☐ **GENERATOR'S STATE LABORATORY REQUIREMENTS.** The laboratory meets the requirements of the generator's State or cognizant agency for chemical laboratories.

If using a non-Utah certified laboratory, briefly describe the generator state's requirements for chemical analytical laboratories to defend the determination that the laboratory used meets those requirements, especially in terms of whether the requirements are parameter specific, method specific, or involve CLP or other QA data packages. Note: When process or project knowledge of this waste is applied, additional analytical results may not be necessary to complete Section B, D.2, D.5, or D.6 of this form.

b. **For analytical work done by laboratories which are not Utah-Certified, please provide the following information:**

State or Other Agency Contact Person	Generator's State	Telephone Number
Lab Contact Person	Laboratory's State	Telephone Number

F. **CERTIFICATION**

GENERATOR'S CERTIFICATION OF REPRESENTATIVE SAMPLES, ANALYTICAL RESULTS FROM QUALIFIED LABORATORIES, USE OF APPROVED ANALYTICAL AND SAMPLING METHODS, AND ARRANGEMENTS FOR TREATMENT OR NON-PROHIBITED DISPOSAL. I certify that samples representative of the waste described in this profile were or shall be obtained using state- and EPA-approved sampling methods. I also certify that where necessary those representative samples were or shall be provided to Envirocare and to qualified laboratories for the analytical results reported herein. I further certify that the waste described in this record is not prohibited from land disposal in 40 CFR 268 (unless prior arrangements are made for treatment at Envirocare) and that all applicable treatment standards are clearly indicated on this form. I also certify that the information provided on this form is complete, true and correct and is accurately supported and documented by any laboratory testing as required by Envirocare of Utah, Inc. I certify that the results of any said testing have been submitted to Envirocare of Utah, Inc.

Generator's Signature: _____ Title: _____ Date: _____
(Sign for the above certification)

ATTACHMENT B.6
PHYSICAL PROPERTIES

Generator Name:_____ Generator # / Waste Stream #:_____
Revision #:_____ Revision Date:_____

ATTACHMENT C.1
RADIOLOGICAL EVALUATION, CONTINUATION

Generator Name:_____ Generator # / Waste Stream #:_____
Revision #:_____ Revision Date:_____

	Isotopes	Concentration Range (pCi/g)	Weighted Avg. per Container (pCi/g)
a.		to	
b.		to	
c.		to	
d.		to	
e.		to	
f.		to	
g.		to	
h.		to	
i.		to	
j.		to	
k.		to	
l.		to	
m.		to	
n.		to	
o.		to	
p.		to	
q.		to	
r.		to	
s.		to	
t.		to	
u.		to	
v.		to	
w.		to	
x.		to	
z.		to	
aa.		to	
ab.		to	
ac.		to	
ad.		to	
ae.		to	
af.		to	
ag.		to	
ah.		to	
ai.		to	
aj.		to	
ak.		to	
al.		to	

	Isotopes	Concentration Range (pCi/g)	Weighted Avg. per Container (pCi/g)
am.		to	
an.		to	
ao.		to	
ap.		to	
aq.		to	
ar.		to	
as.		to	
at.		to	
au.		to	
av.		to	
aw.		to	
ax.		to	
ay.		to	
az.		to	
ba.		to	
bb.		to	
aw.		to	
ax.		to	
ay.		to	
az.		to	
ba.		to	
bb.		to	
bc.		to	
bd.		to	
be.		to	
bf.		to	
bg.		to	
bh.		to	
bi.		to	
bj.		to	
bk.		to	
bl.		to	
bm.		to	
bn.		to	
bo.		to	
bp.		to	
bq.		to	

7/12/99

SNM Exemption Certification
(EC-0230-SNM)

Revision 1

The SNM Exemption Certification form must be completed and signed by each generator certifying to the following conditions. Please attach this form and all required information to the Radioactive Waste Profile Record (EC-0230). **A completed and signed copy of this form must also accompany each waste manifest.**

Generator No. / Waste Stream No._____ Manifest No._____

1. Please check one of the following that applies to the waste stream:

√	Uranium Enrichment Percent	Percent MgO by Weight	Percent Beryllium by Weight	U-235 Concentration (pCi/g)	Measurement Uncertainty* (pCi/g)
☐	< 10 %	≤ 20 %	≤ 1 %	≤ 1900	≤ 285
☐	≥ 10 %	≤ 20 %	≤ 1 %	≤ 1190	≤ 179
☐	Unlimited	Unlimited	Unlimited	≤ 160	≤ 24
☐	Unlimited	Sum of both ≤ 49 % of waste by weight		≤ 680	≤ 102
☐	Not Applicable - Enriched U-235 is not present in the waste.				

* A concentration value is used for the maximum measurement uncertainty limit rather than a percentage value to allow greater flexibility for generators with waste having very low SNM concentrations.

2. Please certify to the following requirements by checking each box:

☐ a. Concentrations of SNM in individual waste containers do not exceed the applicable values listed in the above table and SNM isotope concentrations listed in Table 1.

☐ b. The SNM is homogeneously distributed throughout the waste or the SNM concentrations in any contiguous mass of 145 kilograms (320 lbs) do not exceed on average the specified limits. (Based on process knowledge or testing).

☐ c. Except as allowed by Condition 1, the waste does not contain "pure forms" of chemicals containing carbon, fluorine, magnesium, or bismuth in bulk quantities (e.g., a pallet of drums, a B-25 box). By "pure forms," it is meant that mixtures of the above elements such as magnesium oxide, magnesium carbonate, magnesium fluoride, bismuth oxide, etc. do not contain other elements. (Based on process knowledge or testing).

☐ d. Except as allowed by Condition 1, the waste does not contain total quantities of beryllium, hydrogenous material enriched in deuterium, or graphite above one percent of the total weight of the waste. (Based on process knowledge, physical observations, or testing).

☐ e. Waste packages do not contain highly soluble forms of uranium greater than 350 grams of uranium-235 or 200 grams of uranium-233. If the waste contains mixtures of U-233 and U-235, the waste meets the sum of the fractions rule. Highly soluble forms of uranium include, but are not limited to: uranium sulfate, uranyl acetate, uranyl chloride, uranyl formate, uranyl fluoride, uranyl nitrate, uranyl potassium carbonate, and uranyl sulfate. (Based on process knowledge or testing).

Table 1. Maximum concentrations of SNM in individual waste containers (refer to above table for U-235 limits).

Radionuclide	Maximum Concentration (pCi/g)	Measurement Uncertainty (pCi/g)	Radionuclide	Maximum Concentration (pCi/g)	Measurement Uncertainty (pCi/g)
U-233	75,000	11,250	Pu-241	350,000	50,000
Pu-236	500	75	Pu-242	10,000	1,500
Pu-238	10,000	1,500	Pu-243	500	75
Pu-239	10,000	1,500	Pu-244	500	75
Pu-240	10,000	1,500			

7/12/99

SNM Exemption Certification
(EC-0230-SNM)

Revision 1

3. **Please indicate that the following information is attached to the Radioactive Waste Profile Record by checking each box. (Note: Only the two-page SNM Exemption Certification form needs to be included with each manifest).**

   ☐ a. Provide a description of how the waste was generated, list the physical forms in the waste, and identify the uranium chemical composition.

   ☐ b. Provide a general description of how the waste was characterized (including the volumetric extent of the waste, and the number, location, type, and results of any analytical testing), the range of SNM concentrations, and the analytical results with error values used to develop the concentration ranges.

   ☐ c. Describe the process by which the waste was generated showing that the spatial distribution of SNM must be uniform, or other information supporting spatial distribution.

   ☐ d. Describe the methods to be used to determine the concentrations on the manifests. These methods could include direct measurement and the use of scaling factors. Describe the uncertainty associated with sampling and testing used to obtain the manifest concentrations.

4. **Generator's certification of compliance with the SNM exemption:** I certify that the information provided on this form is complete, true, and correct and is based on process knowledge, physical observations, or approved laboratory testing. I also certify that sampling and radiological testing of waste containing SNM was performed in accordance with Envirocare's Radioactive Material License and that any supporting documentation and analytical results have been submitted to Envirocare of Utah, Inc.

Authorized Signature	Printed Name	Title	Date

ENVIROCARE OF UTAH, INC.
The Safe Alternative

5 WORKING-DAY SHIPMENT NOTIFICATION

(EC-98096)

Revision 3

Generator Name: _____ Date: _____
Gen # - Waste Stream #: _____ Utah Site Access Permit No.: _____
Contact Name: _____ Waste Profile Rev#: ____ Rev. Date: _____
Contact E-mail Address: _____ Contact Phone #: _____
Carrier Company: _____ Phone #: _____
Waste Type: NORM ☐ LLRW ☐ 11e. (2) ☐ Mixed Waste ☐ MW Requiring Treatment ☐
PCB Radioactive ☐ PCB Mixed Waste ☐ Other: _____

REQUESTED DATE OF DELIVERY: _____

Shipment delivery dates are subject to change. The shipment is not scheduled unless confirmed by Envirocare's Scheduling Dept.

Shipment Number (gen#-ws#-ship#)	Physical Description of Waste (e.g. soil, metal, wood, sludge, etc.)	Number & Type of Containers	Truck/Trailer or Railcar Numbers	Bulk Container ID Number (For Intermodal, Sealand, etc.)

SPECIAL HANDLING INFORMATION (Please check all items)

	Yes	No	Comments - If "Yes", please specify:
1. Do any of the containers have contact dose rates greater than 100 mrem/hr?	☐	☐	Maximum contact dose rate on container (mrem/hr): _____
2. Are there items inside the container with contact dose rates exceeding 100 mrem/hr?	☐	☐	Maximum contact dose rate on item (mrem/hr): _____
3. Are you shipping containers other than a B12, B25, 55-gal drum, sealand, intermodal, or gondola?	☐	☐	Container type: _____ Dimensions (ft): _____
4. If applicable, are drums palletized?	☐	☐	☐ Not Applicable
5. Is there oversized debris (i.e., no dimension <10" or any dimension >12') in any of the containers?	☐	☐	Describe oversized debris in the above table under "Physical Description"
6. Is any of the waste potentially dusty?	☐	☐	
7. For shipments in an enclosed trailer, do any of the containers weigh >7,000 lbs.?	☐	☐	Max Weight (lbs.): _____
8. For shipments, on a flatbed trailer, do any of the containers weigh > 14,000 lbs.?	☐	☐	Max Weight (lbs.): _____
9. For bulk containers (e.g., Intermodal, Sea Land, etc.), does the container weigh > 65,000 lbs.?	☐	☐	Max Weight (lbs.): _____
10. Does the shipping container include other containers within (e.g., drums inside an intermodal)?	☐	☐	Shipment/Container configuration: _____
11. Does the waste contain asbestos?	☐	☐	Friable ☐ or Non-Friable ☐ (Must comply with 40 CFR Part 61)
12. Any other special handling requirements?	☐	☐	Specify: _____

Please complete and submit the attached form for bulk containers being returned via truck or for other special container return requests.

Email 5-Day Notice to scheduling@envirocareutah.com or fax to (435) 884-3549, Attention Scheduling Dept.
Email manifest to manifest@envirocareutah.com or fax to (435) 884-1721, Shipping & Receiving Dept.

ENVIROCARE OF UTAH, INC.
The Safe Alternative

5 Working-Day Shipment Notification - Attachment

Request for Container Return

*Requested Container Return Date:_____ Truck Type: _____
Type & Number of Containers: _____
Truck No.: _____ Trailer No.: _____
Trucking Company Name: _____
Shipping Address: _____
_____
_____
_____
Comments: _____

* The container return date is not scheduled unless confirmed by Envirocare's Scheduling Department.

For Envirocare use only:
Site Facility Operator: _____ Date: _____
S/R Manager: _____ Date: _____
S/R Scheduler: _____ Date: _____

Email 5-Day Notice to scheduling@envirocareutah.com or fax to (435) 884-3549, Attention Scheduling Dept.
Email manifest to manifest@envirocareutah.com or fax to (435) 884-1721, Shipping & Receiving Dept.

PLACING AN ORDER

INSTRUCTIONS AND EXPLANATIONS

1. Each Task Ordering activity /Waste Generator shall prepare and submit to Envirocare the Radioactive Waste Profile Record Form (EC-0230). (See Appendix D). If the Task Ordering activity / Waste Generator has a previously approved Waste Profile Form, the Contractor will transfer the record to this contract at no cost to the Government

   A **DRAFT** copy of the Waste Profile Record Form shall be submitted to Envirocare for recommendations and comments. The draft may be sent via E-Mail or FAX.

   Upon receipt and resolution of Envirocare's response and comments to the "**Draft** Waste Radioactive Profile Record Form," the Waste Profile Form with attachments and Form SNM, if applicable, shall be submitted to Envirocare.

   During this time frame, Envirocare conducts a technical service group review consisting of review of the radiological, chemical, and physical properties. During this time the Waste Generator may be requested to deliver samples of the waste to Envirocare. Envirocare will FAX a Form EC-2000 which shall be completed and submitted with the samples.

Envirocare Mailing Address:	To be coordinated with Envirocare
Technical - Point of Contact:	Mr. Johnny Bowne Telephone: (801) 532-1330 FAX: (801) 537-7345 E-Mail: JBowne@Envirocareutah.com

   Signature on the Radioactive Waste Profile Record Form represents and warrants that the information contained therein is complete, true and correct, signature acknowledges to Envirocare reliance on the information contained therein.

   In accordance with the terms and conditions of this contract, should the waste that is delivered to Envirocare not be as specified on the Waste Profile Record Form, the material will be deemed NON-CONFORMING and penalty charges will be accessed to the Waste Generator.

2. Upon completion of the review and testing of the waste samples, Envirocare will notify the Waste Generator to submit a Task Order, upon issuance of the Task Order, Envirocare will FAX or E-Mail the Waste Generator a "Notice to Transport."

3. The Waste Generator is responsible for packaging, marking, and shipping the material to Envirocare, see Clause No. 33, Packaging, Markings, and Shipment, of the Contract. Waste Generators **shall not** mix or otherwise combine the waste material with any other material or products from any other party or source, nor present the same for receipt by Envirocare.

Envirocare's delivery instructions may be found in Appendix F, Delivery Schedule, and Clause No. 34 of the Contract. The 5 Working-Day Shipment Notification Form (EC-98096) together with a copy of the Waste Profile Record Form (EC0230), SNM Exemption Form (EC0230-SNM, and Shipping Manifest shall be completed and submitted to Envirocare's Site Scheduler at FAX (435) 884-1721 or E-Mail. Scheduling@Envirocareutah.com . The scheduler will provide the Task Ordering activity with a date for delivery and an "Arrival Confirmation Number" for delivery of the shipment.

OTHER INFORMATION

A. Task Orders may be placed by using SF-1449, Optional Form 347, or utilizing agency policy and procedures applicable to placing unilateral task orders against an indefinite delivery orders. If mailed, a task order is considered "issued" when the Task Ordering activity deposits the order in the mail. Orders may also be issued by facsimile.

B. Pursuant to FAR 16.505(a)(6), Task Orders under an indefinite delivery contract are not synopsized. This Indefinite-Quantity Contract was placed in Fizbizops and DOE's IIPS system, 7-19-2002 for 45 days.

C. Task orders greater than $500,000.00 are required to incorporate Small Business Plan Goals. The Plan is incorporated into the indefinite delivery contract, therefore, only the goals need to be incorporated into the Task Order and monitored.

D. All Representations and Certifications applicable to Task Orders are current and incorporated into the Contract DE-AM02-02CH11136.

E. The prices contained in the Indefinite-Quantity Contract have been determined to be allowable, allocable, and reasonable by the Contracting Officer of the Contract.

F. A National Environmental Policy Act (NEPA) review has been conducted by the Chicago Office for Contract DE-AC02-02CH11136 and has received a Categorical Exclusion. No NEPA is required under Task Orders.

G. Contract No. DE-AM02-02CH11136 was awarded under the authority of FAR 6.302-1, Authority Permitting Other than Full and Open Competition and the appropriate Determination and Finding is contained in the file.

H. Task Order files should reflect the following:

1. Certified Procurement Request.
2. Review the Debarred Bidders List http://epls.arnet.gov/servlet/eplssearchmain/1
3. IPAR

I. To protect against improper disclosure of the Contractor's information related to electronic fund transfers for payment, (ACH) information may be requested from the Contractor or the Contract Specialist, Reneé L. Irwin, at (630) 252-2566 or E-Mail Renee.Irwin@ch.doe.gov .

J. Information regarding Envirocare of Utah, Inc.

TIN:	87-0452047
County of Performance:	Tooele
Congressional Dist:	First
NAIC No.:	562212

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30

1. REQUISITION NUMBER: Fill
PAGE 1 OF

2. CONTRACT NO.: DE-AM02-02CH11136
3. AWARD/EFFECTIVE DATE: Fill
4. ORDER NUMBER: Fill
5. SOLICITATION NUMBER: N/A
6. SOLICITATION ISSUE DATE: N/A

7. FOR SOLICITATION INFORMATION CALL:
a. NAME: N/A
b. TELEPHONE NUMBER (No collect calls): N/A
8. OFFER DUE DATE/ LOCAL TIME: N/A

9. ISSUED BY: Fill
CODE

Sample Order

10. THIS ACQUISITON IS
☐ UNRESTRICTED
☐ SET ASIDE: % FOR
☐ SMALL BUSINESS
☐ HUBZONE SMALL BUSINESS
☐ 8(A)
NAICS: 562212
SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED
☐ SEE SCHEDULE

12. DISCOUNT TERMS

☐ 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
13b. RATING: N/A
14. METHOD OF SOLICITATION
☐ RFQ ☐ IFB ☐ RFP

15. DELIVER TO
CODE

16. ADMINISTERED BY: Fill, if appropriate
CODE

17a. CONTRACTOR/ OFFEROR
CODE
FACILITY CODE

Envirocare of Utah, Inc.
46 West Broadway, Suite 116
Salt Lake City, Utah 84101
Kaylin Loveland (801) 532-1330
TELEPHONE NO.

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18a. PAYMENT WILL BE MADE BY: Fill, if appropriate
CODE

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
0003	Stabilization Treatment - Debris (4 ea B-25 Boxes)	2,400	CF	66.44/CF	$159,456.00

Sample Order

(Use Reverse and/or Attach Additional Sheets as Necessary)

25. ACCOUNTING AND APPROPRIATION DATA: Fill
26. TOTAL AWARD AMOUNT (For Govt. Use Only)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☒ ARE NOT ATTACHED

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN N/A COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.

☒ 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: N/A

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)

30b. NAME AND TITLE OF SIGNER (Type or print): N/A
30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or print)
31c. DATE SIGNED

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 4/2002)
Prescribed by GSA - FAR (48 CFR) 53.212

Sample Order

Task Order No. _____
Placed under Contract No. DE-AM02-02CH11136
Page ___ of _____

A. POINTS OF CONTACT:

1. Administrative Contact:
   Name:
   Address:
   Telephone No.:
   FAX No:
   E-Mail:

2. Waste Generator Contact:
   Name:
   Address:
   Telephone No.:
   FAX No.:
   E-Mail:

B. INVOICING AND PROCEDURES:

Fill

C: Pursuant to Clause No. FAR 52.219-9, Small Business Subcontracting Plan, of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders – Commercial Items, the Small Business Subcontracting Goals, attached hereto are made a part hereof. Reporting shall be in accordance with the Reporting Requirements Checklist, dated 7/31/02, of the contract.

(ONLY TASK ORDERS ≥$500,000.00 ARE REQUIRED TO OBTAIN THE GOALS AND INCORPORATE INTO THE TASK ORDER.)

(See reporting requirements-Goals form is provided)

Sample ORDER

SMALL BUSINESS SUBCONTRACTING GOALS
for Task Orders expected to exceed $500,000

Task Order Number _____

Goals

State separate dollar and percentage goals for small business, veteran-owned small business, service-disabled/veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, as subcontractors, for the basic and each option year, as specified in FAR 19.704.

A. Total estimated dollar value of all planned subcontracting, i.e., with all types of concerns under this Task Order, is
$ _____.

B. Total estimated dollar value and percent of planned subcontracting with small businesses (includes small business, veteran-owned small business, service-disabled/veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns): (% of "A"):
$ _____ and _____%

C. Total estimated dollar value and percent of planned subcontracting with small businesses: (% of "A"):
$ _____ and _____%

D. Total estimated dollar value and percent of planned subcontracting with veteran-owned small businesses (% of "A"):
$ _____ and ____* 1.5____%

E. Total estimated dollar value and percent of planned subcontracting with service-disabled/veteran-owned small businesses (% of "A"): $ _____ and ____* 1.5____%

F. Total estimated dollar value and percent of planned subcontracting with HUBZone small businesses (% of "A"):
$ _____ and ____* 2.5____%

G. Total estimated dollar value and percent of planned subcontracting with small disadvantaged business (% of "A"):
$ _____ and ____**____%

H. Total estimated dollar value and percent of planned subcontracting with women-owned small business (% of "A"):
$ _____ and ____**____%

I. Total estimated dollar value and percent of planned subcontracting with **LARGE BUSINESS** (% of "A")
$ _____ and _____%

_____
Signature

* Statutory Requirement
** A goal less than 5% must be fully documented prior to approval.

DELIVERY SCHEDULE

1. ADDRESS for Delivery: Interstate 80 and Exit 49, Clive, Utah 84029

   Deliveries are accepted at the Facility from 8:00am til 12:00pm on working days.

2. WORKING DAYS.

   The Facility is open for receipt of Waste Material during Working Days which are Monday through Friday except Envirocare holidays, as follows:

New Year's Day	Jan 1
Memorial Day	Last Monday in May
Independence Day	July 4
Pioneer Day	July 24
Labor Day	First Monday in September
Thanksgiving	Last Thursday and Friday of November
Christmas Day	December 25
Christmas Break	Day after Christmas

   The Task Ordering activity shall add 4% to the total price of each Task Order that is scheduled for delivery at the Facility on working days from December 1 to March 1.

3. NOTICE OF DELIVERY.

   Not less than 5 working days prior to the shipping date, the Task Ordering activity / Waste Generator shall coordinate, in writing, delivery of waste shipments with the Contractor's Shipment Delivery Scheduler, (Clause No. 32.(d)(3)). The Task Ordering activity shall complete and provide to the Contractor (a) the 5 Working-Day Shipment Notification Form (EC-98096 Revision 3), (b) the SNM Exempt Certification, (c) the approved Waste Profile Form, and (d) a copy of the shipping waste manifest. The advanced 5 Working-Day and associated forms may be FAX'd to the Contractor's Shipment Delivery Scheduler at FAX No. (435) 884-1721 or E-Mailed Scheduling@EnvirocareUtah.com . The Contractor shall provide to the Task Ordering activity a date for delivery of the shipment and an arrival confirmation number.

4. SHIPPING SCHEDULE.

   Task Ordering activity / Waste Generator may provide Envirocare with an Annual Shipping Schedule for the waste material to be delivered on an annual basis. Annual Shipping Schedules shall be coordinated in October of each year. Subsequent to providing an Annual Shipping Schedule the Contractor may request a rolling 60-day planning schedule on a monthly basis. This 60-day planning schedule will be the Task Ordering activities best estimate of the schedule of each waste stream of waste material to be shipped within the next sixty days. The 60-day planning schedule shall include an estimate of the volume for each waste stream, number and type of shipments, shipping rate, and timing of shipments.

5. TURN-AROUND TIME AT THE FACILITY.

   Within one (1) Working Day after receiving Waste Material as scheduled in accordance with Paragraph 3, above, Envirocare will unload and prepare trucks for release, if applicable. Within seven (7) working days after receiving Waste Material as scheduled in accordance with Paragraph 3, above, Envirocare will unload and prepare rail cars for release, if applicable. Within twenty-one (21) working days after receiving Waste Material as scheduled in accordance with Paragraph 3, above, Envirocare will unload and prepare rail cars carrying intermodal type containers for release, if applicable. For purposes of this paragraph, the first Working Day for unloading a transport vehicle commences at 8:00 a.m. of the Working Day on which the vehicle arrives at The Facility, unless the arrival time is later than 12:00 noon, in which event, the first Working Day commences at 8:00 a.m. of the next scheduled Working Day.

6. LATE DELIVERY

   The Task Ordering activity shall be responsible for any demurrage plus a penalty fee of $30 per day for each third party shipment that is delayed due to late deliveries.

Envirocare Licenses

Licenses may also be found at:
http://www.envirocareutah.com

TITLE	NUMBER OF PAGES
Waste Acceptance Guidelines	55
Nuclear Regulatory Commission Materials License No. SMC 1559	19
Utah Department of Environmental Quality Radioactive Material License UT 2300249	28
Utah Department of Environmental Quality Part B Permit UTD982598898	13