

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 OF 3
2. AMENDMENT/MODIFICATION NO. M010	3. EFFECTIVE DATE See Block 16c.	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6)	
U.S. Department of Energy Chicago Service Center 9800 South Cass Avenue Argonne, Illinois 60439		U.S. Department of Energy Berkeley Site Office 1 Cyclotron Road, MS 90-1023 Berkeley, CA 94720	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, country, State, and ZIP Code)		()	9A. AMENDMENT OF SOLICITATION NO.
The Regents of the University of California Office of the President, Laboratory Management 1111 Franklin Street, 5 th Floor Oakland, CA 94607-5206			
			9B. DATED (SEE ITEM 11)
		(X)	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC02-05CH11231/A000
			10B. DATED (SEE ITEM 13) April 19, 2005
CODE	FACILITY CODE		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS			
The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not ex-tended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 25, and returning ____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.			
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Page 2			
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.			
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN CONTRACT/ORDER NO. IN ITEM 10A.			
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103 (b).			
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 41.103(a)			
D. OTHER (Specify type of modification and authority)			
E. IMPORTANT: Contractor ___ is not, <u>X</u> is required to sign this document and return ___ copies to the issuing office.			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) a. H.21 Workforce Transition, Contractor Compensation, Benefits and Pension, is revised to delete paragraph (f) and delete the note in bold type immediately following the clause title as the incumbent contractor received the award and therefore paragraph (f) is no longer applicable.			
Continued on Page 2			
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.			
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
Sandra M. Vinson, Associate Director Contracts & Administration, Laboratory Management University of California		Charles W. Marshall, Contracting Officer U.S. Department of Energy	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
 (Signature of person authorized to sign)	12/6/2005	By  (Signature of Contracting Officer)	12/14/05
30-105		STANDARD FORM 30	

Approved as to legal form: W. A. Eklund Dec 5, 2005
 William A. Eklund
 University Counsel
 Office of General Counsel
 Date

Block 14 continued:

b. H.40 *Access to DOE Leased facilities and California Environmental Quality Act (CEQA) Compliance Considerations*, is deleted as is the note in bold type immediately following the clause because the contractor was the incumbent contractor and the note made clause H.40 inapplicable if the incumbent contractor was selected. In place of the deleted text the contract shall read: "H.40 – Reserved."

c. H.42 *Activities During Contract Transition (Special)* is deleted and in place of the deleted text the contract shall read: "H.42 – Reserved." This clause was added to contract DE-AC03-76SF00098 and the transition activities took place and were funded under the identified contract.

d. I.3 FAR 52.203-5 *Covenant Against Contingent Fees (Apr 1984)* is revised to delete paragraph (c) which was erroneously added to this clause. Removal of paragraph (c) shall allow the contract clause to comport to the clause prescribed by the Federal Acquisition Regulation.

e. I.51 FAR 52.247-1 *Commercial Bill of Lading Notations (Apr 1984)*, is revised to make changes in paragraph (b) that reflect the correct number and office for confirming that transportation is for the benefit of the U.S. Department of Energy.

As reads:

Transportation is for the U.S. Department of Energy and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement Contract No. DE-AC02-98CH10886. This may be confirmed by contacting the U.S. Department of Energy, Brookhaven Area Office, 53 Bell Avenue, Bldg. 464, Upton, New York 11973.

Is amended to read:

Transportation is for the U.S. Department of Energy and the actual total transportation charges paid to the carrier(s) by the consignor or consignee shall be reimbursed by the Government, pursuant to cost-reimbursement Contract No. DE-AC02-05CH11231. This may be confirmed by contacting the U.S. Department of Energy, Berkeley Site Office, 1 Cyclotron Road, MS 90-1023, Berkeley, CA 94720.

f. I.74 DEAR 952.250-70 *Nuclear Hazards Indemnity Agreement (Jun 1996)* is revised to make the changes to the clause contemplated by the notes therein due to the selected offeror being the incumbent contractor. Therefore the notes immediately preceding and following paragraph (i) of the clause are deleted as well as the first paragraph (i) leaving the clause with a paragraph (i) that is reserved.

g. I.97A DEAR 970.5227-12 *Patent Rights – Management and Operating Contracts, For-Profit Contractor, Advance Class Waiver (Aug 2002)* is deleted as this clause is inapplicable to the University as an educational institution.

h. I. 100A DEAR 970.5231-4 *Preexisting Conditions (Dec 2000) Alternate II* is deleted as this clause is inapplicable to the University as the incumbent contractor.

i. I.115A DEAR 970.245-1 *Property (Dec 2000)*, is deleted as this clause is inapplicable to the University as a non-profit organization.

Block 14 continued:

j. Appendix O – *Key Personnel* is revised to add James Krupnick to the table for the title Institutional Assurance Manager. A revised Appendix O is attached to this modification for administrative ease.

k. Based on changes made to the contract through this modification the following changed Table of Contents are attached:

- (1) Section H – Special Contract Requirements.
- (2) Section I – Contract Clauses
- (3) Section J – List of Attachments

All other terms and conditions remained unchanged.