

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2 AMENDMENT/MODIFICATION NO 0095	3 EFFECTIVE DATE See Block 16C	4 REQUISITION/PURCHASE REQ. NO	5 PROJECT NO (If applicable)
6 ISSUED BY EMCBC - Carlsbad U.S. Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221	CODE 03003	7. ADMINISTERED BY (If other than Item 6)	CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) NUCLEAR WASTE PARTNERSHIP LLC Attn: Marty Gonzales Nuclear Waste Partnership 106 Newberry Street SW Aiken SC 29801		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 968993910 FACILITY CODE		98. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0001971	
		10B DATED (SEE ITEM 13) 04/20/2012	

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended. is not extended.
 Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. **FAILURE OF YOUR 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)

NOT A FUNDING ACTION

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A
	B THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b)
	C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF
	D OTHER (Specify type of modification and authority)
X	H.10 Technical Direction and DEAR 952.242-70, Part (b). (DEC 2000)

E. IMPORTANT: Contractor is not is required to sign this document and return 0 copies to the issuing office.

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

The purpose of this modification is to notify the Contractor of changes to the designated Contracting Officer's Representatives (COR) for this contract in accordance with Clause H.10 - Technical Direction - DEAR 952.242-70, Part (b). See Page 2.

Payment:

OR for EMCBC

U.S. Department of Energy

Oak Ridge Financial Service Center

P.O. Box 5777

Oak Ridge TN 37831

Period of Performance: 10/01/2012 to 09/30/2017

Except as provided herein, all terms and conditions of the document referenced in Item 9 A 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) Vicki D. Snow
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA Exemption 6 (Signature of Contracting Officer)	16C. DATE SIGNED 4/8/15

Effective April 1, 2015, the list of Contracting Officer Representatives (COR) for the contract is being revised as follows:

Primary COR for the entire NWP contract: Alan Jines, Level II Certification. Designated April 2, 2015.

Alternate COR for the entire NWP contract (with authority to act only in the absence of the Primary COR): Donald C. Gadbury, Level III Certification. Designated April 2, 2015.

COR for Litigation Management Plan only: Mel J. Roy, Chief Counsel, Environmental Management Consolidated Business Center, Level II Certification. Designated May 1, 2014.

Rescinded COR delegations:

Donald C. Gadbury – rescinded as Primary COR for the entire NWP contract effective April 1, 2015.

J.R. Stroble – rescinded as Alternate COR for the entire NWP contract effective April 1, 2015.

The COR designation letters for the two new delegations are attached to this modification. The designation letters outline the duties and responsibilities of the COR in accordance with Clause H.10, Technical Direction, in NWP's contract.

This modification makes administrative changes to the contract. All terms and conditions of the contract remain unchanged.

United States Government

Department of Energy

memorandum

Carlsbad Field Office
Carlsbad, New Mexico 88221

DATE: APR 2 2015

REPLY TO
ATTN OF: CBFO:BOD:VDS:KBS:15-0608:UFC 4250.00

SUBJECT: Designation of Contracting Officer's Representative for Nuclear Waste Partnership, LLC,
Contract DE-EM0001971 – Responsibility for Entire Contract

TO: Alan Jines, Federal Project Director/Operations Activity Manager, Carlsbad Field Office

Pursuant to the authority vested in me and in accordance with the Department of Energy (DOE) Order 541.1B, "Appointment of Contracting Officer and Contracting Officer Representatives," you are hereby designated as the primary Contracting Officer Representative (COR) in relation to the services to be provided under the subject contract.

Your responsibilities as COR originate from the provisions of the subject contract, Department of Energy Acquisition Regulations (DEAR) 952.242-70 – Technical Direction, and DOE Order 541.1B. As applicable to the subject contract, your responsibilities will consist of the following:

1. Monitor Technical Compliance

Ensure that the contractor complies with all technical requirements defined in the Statement of Work (SOW) or Performance Work Statement (PWS). In this regard you should:

- a. Promptly report in writing any substantive deficiencies in contract performance or other instances of noncompliance with contract terms and conditions to the Contracting Officer (CO).
- b. Inform the CO if you foresee that the contract or task order, as applicable, will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
- c. Ensure, in conjunction with the CO, that the government meets its contract obligations. This includes, but is not limited to, furnishing government property and government-furnished services as specified in the contract and providing timely government comment on approvals of draft deliverables as may be required by the contract.
- d. Inform the CO, in writing, of any necessary changes to the contract or task order, as applicable. A written request must be processed through the CO to effect any changes in the SOW, task order, uniform reporting requirements, or any other part of the contract.
- e. Review and inspect services and/or deliverables as specified in the contract.

- f. Issue technical direction within the limitations set forth in this designation and as may be specified in the contract. Such technical direction should be in writing following the format provided in the attached sample technical direction memorandum. A copy of all technical direction sent to the contractor will be provided to the CO.
 - i. Assist the contractor in interpreting technical requirements of the contract. Immediately report all technical issues which cannot be resolved without increasing costs or changing the contract to the CO in writing. Also immediately report, in writing, any issues that cannot be mutually agreed to so that the CO can take action to resolve the issues. Such reports must include the facts pertinent to the issues and the recommended action.
 - g. Inform the CO, in writing, of the need to exercise the contract options for additional time and/or quantities of units acquired.
 - h. Prepare evaluations of contractor's performance in accordance with Federal Acquisition Regulation (FAR) 42.15. Access the Contractor Performance Assessment Reporting System (CPARS) at www.cpars.csd.disa.mil for this purpose. Evaluations are required annually, before an option is exercised, and upon contract completion. All information contained completed Contractor Performance Reports is considered source selection information and prohibited from disclosure by FAR 3.104.
2. Monitor the Administrative and Funds Aspects
- a. Notify the CO immediately of any indication that the cost to the government for completing performance under the contract will exceed the amount stated in the contract or task order(s), as applicable.
 - b. Be aware that per FAR 32.704(c) any "Government personnel encouraging a contractor to continue work in the absence of funds will incur a violation of Revised Statutes Section 3679(31U.S.C. 1341) that may subject the violator to civil or criminal penalties."
 - c. Report any indication that costs are being incurred which are not appropriately chargeable to the contract.
 - d. Monitor travel under the contract to assure the necessity, number of travelers and duration are appropriate, and the costs are reasonable for cost reimbursement contracts/items. Foreign travel must be processed in accordance with the DOE Order 551.1C, "Official Foreign Travel."
 - e. Review and certify incurred cost vouchers or invoices for payments after concurring with the percent of technical completion (i.e., level of effort expended, services performed or delivery of the items). Questionable costs should be reported promptly to the CO for appropriate resolution.

- f. **Adjust cost accruals after accrual review to support the monthly accrual analysis. Such COR adjustments shall be in compliance with the accrual review and adjustment guidance set forth in the DOE Director, Office of Financial Policy, memorandum dated March 9, 2006, or any subsequent formal guidance issued by the DOE.**

3. Monitor Property Management

Upon review and comment, forward the following requests to the Contracting Officer for disposition:

- a. **Any request for government-furnished facilities, supplies, materials, and equipment.**
- b. **Consent to purchase supplies, materials, and equipment.**
- c. **Any lease-purchase analysis or make-buy decisions.**
- d. **Property management reports.**
- e. **Any request to purchase equipment for classified processing.**
- f. **Requests for vehicles as appropriate.**

4. Monitor Security Requirements

If contract performance requires access to classified information and/or security clearances for entry to a limited area, you should:

- a. **Process any personnel security requests as appropriate. Clearance requests should be kept to the minimum level required to perform the work and must be signed by the requestor (contractor official) and the assigned COR.**
- b. **Ensure that individual clearances are terminated and a DOE F 5631.29, "Security Termination Statement," is accurately completed within two days from the date access is no longer required.**
- c. **Ensure all site badges/badge credentials are returned as appropriate when cleared employees no longer require a clearance.**
- d. **Ensure that all classified documents are returned and a certificate of non-possession is provided upon completion/termination of the contract.**
- e. **Ensure contractor has completed and submitted DOE-F-5631.29 for employee(s) if access authorization(s) is no longer required.**

5. Maintain a Contract File

The COR shall maintain a file for each assigned contract. As required by FAR1.604, the file must include, at a minimum:

- a. A copy of CO's letter of designation and other documents describing the COR's duties and responsibilities;
- b. A copy of the contract administration functions delegated to a contract administration office which may not be delegated to the COR; and,
- c. Documentation of COR actions taken in accordance with the delegation of authority.

6. Verify Safety Compliance

Contractors must comply with all safety requirements defined in the contract and in the SOW. In this regard, the COR should:

- a. Inform the CO, in writing, of any injury, accident, failure to meet contract safety requirements, work stoppage due to safety or required follow-up actions.
- b. Request help from appropriate safety and health professionals for technical safety requirements and inspections as needed. In the case of foreign contracts, contractor should meet the local requirements.
- c. Review Project Hazard Analysis or Job Hazard Analysis and contractor safety plans with help of safety and health professionals.

7. Assist in Close-out of the Contract

Upon completion of the work or delivery of the items:

- a. Verify that all work has been completed.
- b. Verify that the final voucher or invoice has been received and processed.
- c. Review for completeness the final property certification submitted by the contractor and provide disposition instructions for any personal property furnished to or acquired by the contractor during contract performance.
- d. Complete final past performance evaluation in CPARS.
- e. Forward a written statement to the CO attesting to the contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are herein delegated.

- f. When the contract is completed, all records and documents pertinent to the administration of the contract which you retained in your capacity as COR during the period of performance should be properly dispositioned in accordance with applicable recordkeeping policies and procedures.

As a matter of practice, the COR should prepare Memorandums for the Record (MFR) of all meetings, trips, and telephone conversations relating to the contract. Each MFR, other similar records, and all correspondence relating to the contract shall cite the contract number and be filed in the contract file. It is requested that a copy of all actions or correspondence be furnished to the CO and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information.

The authorities listed above are personal to the COR and shall not be re-delegated. Authorities shall not be construed to include the authority to execute or to agree to any modification of the contract, nor to attempt to resolve any dispute concerning a question of fact arising under the contract. CORs are not authorized to take any action, either directly or indirectly, that could result in a change in the cost/price, quality, quantity, place of performance, delivery schedule, or any other terms and conditions of the contract, or to direct the accomplishment of effort that would exceed the scope of the contract. CORs may be held personally liable for any unauthorized acts. Whenever there is the potential that discussions may impact areas such as described above, contact the CO for guidance.

Sign and return the "COR Designation and Acceptance" form on the following page to the CO.

This appointment and its authority shall become effective upon your acceptance and shall remain in effect unless rescinded earlier by the CO. This designation terminates upon closeout of the subject contract.

By copy of this memorandum, the contractor is advised that no oral statement by any person whomsoever shall modify or otherwise affect the terms of the contract. The CO is the only person authorized to approve any changes in contract requirements. In the event the contractor effects any change at the direction of any person other than the CO, the change will be considered to have been made without authority.

The contractor is further advised to provide the CO with written notification upon receipt of any correspondence, from sources other than the CO, containing instructions such as corrections, clarifications, or directions, which in the opinion of the contractor would impact cost, schedule, and/or performance, if implemented. An informational copy should be provided to the COR.

The contractor should not proceed with any work, which is considered to be beyond the scope of the contract as presently written and should take no further action with

Mr. Alan Jines

-6-

regard to the corrections, clarifications, or directions pending resolution of the matter by the CO.

Exemption 6

Vicki Diane Snow
Contracting Officer

cc: w/o attachment
B. McQuinn, NWP *ED
M. Gonzales, NWP ED
CBFO Contract File
CBFO M&RC
*ED denotes electronic distribution

PLEASE ACKNOWLEDGE RECEIPT OF THE APPOINTMENT AND RETURN ONE SIGNED COPY TO THE CONTRACTING OFFICER.

ACCEPTANCE OF APPOINTMENT

(Acknowledgment must be made by the addressee)

I hereby accept the responsibility to perform the COR functions for Contract DE-EM0001971, Nuclear Waste Partnership, LLC, delegated herein to the best of my ability. I understand and will abide by the principles of ethical conduct for Government officers and employees.

Exemption 6

Signature of COR

4/2/15

Date

SAMPLE FORMAT

Technical Direction for Contract No.

To: _____

Pursuant to my designated authority as Contracting Officer's Representative (COR) under Contract Number _____ for work associated with _____, the following technical direction is hereby provided.

In accordance with clause number _____ (insert clause number and title or Statement of Work paragraph number), you are directed to:

This letter provides technical direction only in accordance with the Technical Direction Clause of the contract and may not be construed to constitute a change to the contract. Any questions concerning allowability under, or changes to, the contract must be resolved by the Contracting Officer prior to your proceeding in any manner that might obligate the government beyond the existing contract.

Should additional clarification be required, please call me at _____. For questions relating to changes to the contract, please contact _____, Contracting Officer at _____.

Contracting Officer Representative

cc:
Contracting Officer
CBFO M&RC

United States Government

Department of Energy

memorandum

Carlsbad Field Office
Carlsbad, New Mexico 88221

DATE: APR 1 2015

REPLY TO
ATTN OF: CBFO:BOD:VDS:KBS:15-0607:UFC 4250.00SUBJECT: Designation of Contracting Officer's Representative for Nuclear Waste Partnership, LLC,
Contract DE-EM0001971 – Alternate COR with Responsibility for Entire ContractTO: Donald C. Gadbury, Assistant Manager, Office of Program Management National TRU
Program, Carlsbad Field Office

Pursuant to the authority vested in me and in accordance with the Department of Energy (DOE) Order 541.1B, "Appointment of Contracting Officer and Contracting Officer Representatives," you are hereby designated as the **alternate** Contracting Officer Representative (COR) in relation to the services to be provided under the subject contract. In the absence of the primary COR, you will have responsibility for the entire contract.

Your responsibilities as COR originate from the provisions of the subject contract, Department of Energy Acquisition Regulations (DEAR) 952.242-70, Clause H.10 – Technical Direction, and DOE Order 541.1B. As applicable to the subject contract, your responsibilities will consist of the following:

1. Monitor Technical Compliance

Ensure that the contractor complies with all technical requirements defined in the Statement of Work (SOW) or Performance Work Statement (PWS). In this regard you should:

- a. Promptly report in writing any substantive deficiencies in contract performance or other instances of noncompliance with contract terms and conditions to the Contracting Officer (CO).
- b. Inform the CO if you foresee that the contract or task order, as applicable, will not be completed according to schedule. Your written notice should include your recommendations for resolving the schedule problem.
- c. Ensure, in conjunction with the CO, that the government meets its contract obligations. This includes, but is not limited to, furnishing government property and government-furnished services as specified in the contract and providing timely government comment on approvals of draft deliverables as may be required by the contract.
- d. Inform the CO, in writing, of any necessary changes to the contract or task order, as applicable. A written request must be processed through the CO to effect any changes in the SOW, task order, uniform reporting requirements, or any other part of the contract.

- e. Review and inspect services and/or deliverables as specified in the contract.
 - f. Issue technical direction within the limitations set forth in this designation and as may be specified in the contract. Such technical direction should be in writing following the format provided in the attached sample technical direction memorandum. A copy of all technical direction sent to the contractor will be provided to the CO.
 - i. Assist the contractor in interpreting technical requirements of the contract. Immediately report all technical issues which cannot be resolved without increasing costs or changing the contract to the CO in writing. Also immediately report, in writing, any issues that cannot be mutually agreed to so that the CO can take action to resolve the issues. Such reports must include the facts pertinent to the issues and the recommended action.
 - g. Inform the CO, in writing, of the need to exercise the contract options for additional time and/or quantities of units acquired.
 - h. Prepare evaluations of contractor's performance in accordance with Federal Acquisition Regulation (FAR) 42.15. Access the Contractor Performance Assessment Reporting System (CPARS) at www.cpars.csd.disa.mil for this purpose. Evaluations are required annually, before an option is exercised, and upon contract completion. All information contained completed Contractor Performance Reports is considered source selection information and prohibited from disclosure by FAR 3.104.
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- e. Review and certify incurred cost vouchers or invoices for payments after concurring with the percent of technical completion (i.e., level of effort expended, services performed or delivery of the items). Questionable costs should be reported promptly to the CO for appropriate resolution.
- f. Adjust cost accruals after accrual review to support the monthly accrual analysis. Such COR adjustments shall be in compliance with the accrual review and adjustment guidance set forth in the DOE Director, Office of Financial Policy, memorandum dated March 9, 2006, or any subsequent formal guidance issued by the DOE.

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- a. Process any personnel security requests as appropriate. Clearance requests should be kept to the minimum level required to perform the work and must be signed by the requestor (contractor official) and the assigned COR.
- b. Ensure that individual clearances are terminated and a DOE F 5631.29, "Security Termination Statement," is accurately completed within two days from the date access is no longer required.
- c. Ensure all site badges/badge credentials are returned as appropriate when cleared employees no longer require a clearance.

- d. Ensure that all classified documents are returned and a certificate of non-possession is provided upon completion/termination of the contract.
- e. Ensure contractor has completed and submitted DOE-F-5631.29 for employee(s) if access authorization(s) is no longer required.

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7. Assist in Close-out of the Contract

Upon completion of the work or delivery of the items:

- a. Verify that all work has been completed.
- b. Verify that the final voucher or invoice has been received and processed.
- c. Review for completeness the final property certification submitted by the contractor and provide disposition instructions for any personal property furnished to or acquired by the contractor during contract performance.

- d. Complete final past performance evaluation in CPARS.
- e. Forward a written statement to the CO attesting to the contractor's completion of technical performance, delivery, and acceptance of all goods and services for which inspection and acceptance are herein delegated.
- f. When the contract is completed, all records and documents pertinent to the administration of the contract which you retained in your capacity as COR during the period of performance should be properly dispositioned in accordance with applicable recordkeeping policies and procedures.

As a matter of practice, the COR should prepare Memorandums for the Record (MFR) of all meetings, trips, and telephone conversations relating to the contract. Each MFR, other similar records, and all correspondence relating to the contract shall cite the contract number and be filed in the contract file. It is requested that a copy of all actions or correspondence be furnished to the CO and all other interested parties having a need to know. The utmost care must be given to restrictions regarding proprietary data, as well as classified and business-sensitive information.

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Sign and return the "COR Designation and Acceptance" form on the following page to the CO.

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Mr. Donald C. Gadbury

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The contractor is further advised to provide the CO with written notification upon receipt of any correspondence, from sources other than the CO, containing instructions such as corrections, clarifications, or directions, which in the opinion of the contractor would impact cost, schedule, and/or performance, if implemented. An informational copy should be provided to the COR.

The contractor should not proceed with any work, which is considered to be beyond the scope of the contract as presently written and should take no further action with regard to the corrections, clarifications, or directions pending resolution of the matter by the CO.

Exemption 6

Vicki Diane Snow
Contracting Officer

PLEASE ACKNOWLEDGE RECEIPT OF THE APPOINTMENT AND RETURN ONE SIGNED COPY TO THE CONTRACTING OFFICER.

ACCEPTANCE OF APPOINTMENT

(Acknowledgment must be made by the addressee)

I hereby accept the responsibility to perform the alternate COR functions for Contract DE-EM0001971, Nuclear Waste Partnership, LLC, delegated herein to the best of my ability. I understand and will abide by the principles of ethical conduct for Government officers and employees.

Exemption 6

4-1-15
Date

SAMPLE FORMAT

Technical Direction for Contract No.

To: _____

Pursuant to my designated authority as Contracting Officer's Representative (COR) under Contract Number _____ for work associated with _____, the following technical direction is hereby provided.

In accordance with clause number _____ (insert clause number and title or Statement of Work paragraph number), you are directed to:

This letter provides technical direction only in accordance with the Technical Direction Clause of the contract and may not be construed to constitute a change to the contract. Any questions concerning allowability under, or changes to, the contract must be resolved by the Contracting Officer prior to your proceeding in any manner that might obligate the government beyond the existing contract.

Should additional clarification be required, please call me at _____. For questions relating to changes to the contract, please contact _____, Contracting Officer at _____.

Contracting Officer Representative

cc:
Contracting Officer
CBFO M&RC