

2. AMENDMENT/MODIFICATION NO. 0363	3. EFFECTIVE DATE 10/01/2022	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY EM-Carlsbad EMCBC U.S. Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221	CODE	893032	7. ADMINISTERED BY (If other than Item 6)	CODE	03003
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8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		9A. AMENDMENT OF SOLICITATION NO.
NUCLEAR WASTE PARTNERSHIP LLC Attn: LEE ANN ROGERS 20501 SENECA MEADOWS PKWY SUITE 300 GERMANTOWN MD 208767019	(x)	
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0001971
CODE	FACILITY CODE	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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)
00000-0000-00-000000-00000-0000000-0000000-0000000-0000000

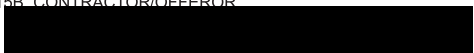

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

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 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: Clause I.31, FAR 52.217-8, Option to Extend Services (Nov 1999) and mutual agreement of the parties
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not 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.)
DUNS Number: Not Available
UEI: JA12NCN424K3
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
Fund: 00000 Appr Year: 0000 Allottee: 00 Report
Entity: 000000 Object Class: 00000 Program:
Continued ...

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) Sean Dunagan, President & Project Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Daniel D. Burke
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 09/30/2022

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0001971/0363

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NAME OF OFFEROR OR CONTRACTOR
NUCLEAR WASTE PARTNERSHIP LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	0000000 Project: 0000000 WFO: 0000000 Local Use: 0000000 Period of Performance: 10/01/2012 to 10/31/2022				

The purpose of this modification is to exercise Clause I.31, FAR 52.217-8, Option to Extend Services (Nov 1999) to extend the existing contract for one month, from October 1, 2022 through October 31, 2022, and establish the ability to continue to extend by Contracting Officer (CO) unilateral action, within the current terms and conditions and as modified herein, for five (5) additional months pursuant to this clause, through March 31, 2023, if determined to be necessary by the CO.

The contract is modified as follows:

- (1) Add Section B.2-3, Cost-Plus-Fixed-Fee (CPFF) Option to Extend Services contract line item as follows:

“Section B.2-3:

Extension Period pursuant to FAR 52.217-8 (up to six (6) months), amount:

Fee Base (monthly)	\$19,537,217
Fixed Fee: (monthly)	<u>\$1,094,084</u>

Limitations: There is a negotiated limit of 2% Fixed Fee for Clause H.55 centralized procurement commodities purchased under Performance Work Statement Clause C.3.1.12.1 during the Extension of Services period(s). Additionally, no SSCVS costs will be included in the Fee Base for the Extension of Services period(s).”

- (2) Revise Section F.1, Period of Performance, by adding:

“Extension Period: October 1, 2022 through October 31, 2022. The contract may be further extended unilaterally as necessary by the CO through March 31, 2023 pursuant to FAR 52.217-8, Extension of Services.”

- (3) Add clause H.61 Fixed Fee Payments as follows:

(a) The Government shall pay the Contractor for performing this contract the fixed fee specified in B.2-3 (extension period).

(b) Payment of the fixed fee under the extension period shall be made as specified in revised Section F.1; provided that the Contracting Officer withholds a reserve not to exceed 15 percent of the total fixed fee or \$100,000, whichever is less, to protect the Government’s interest. The Contracting Officer shall release 75 percent of all fee for the extension period upon receipt of Contractor’s properly presented invoice for the requisite amount, which may be invoiced within the first 10 days of the end of each extension period. Upon completion of all extension periods, the Contractor may invoice for the balance of Fixed Fee within 30 calendar days

- (4) Modify the term in Clause I.32, FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000), paragraph c, from “10 years” to “10 years, with up to an additional six, one-month extension periods.”

- (5) Add monthly "Drawdown Supporting Data" to Section J, Attachment G, Summary of Deliverables, and deliver to the CO/COR concurrently with drawdowns for the Extension Period.

All other terms and conditions of the contract remain unchanged.