

2 AMENDMENT/MODIFICATION NO. 0315
 3. EFFECTIVE DATE See Block 16C
 4. REQUISITION/PURCHASE REQ. NO.
 5. PROJECT NO. (If applicable) 1 13
 6. ISSUED BY CODE 893032
 7. ADMINISTERED BY (If other than Item 6) CODE 03003

EM-Carlsbad
 EMCBC
 U.S. Department of Energy
 Carlsbad Project Office
 P.O. Box 3090
 Carlsbad NM 88221
 EMCBC - Carlsbad
 U.S. Department of Energy
 Carlsbad Project Office
 P.O. Box 3090
 Carlsbad NM 88221

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)
 Nuclear Waste Partnership LLC
 Attn: JAY HART
 20501 SENECA MEADOWS PKWY
 SUITE 300
 GERMANTOWN MD 20876
 9A. AMENDMENT OF SOLICITATION NO. (x)
 9B. DATED (SEE ITEM 11)
 10A. MODIFICATION OF CONTRACT/ORDER NO. x
 DE-EM0001971
 10B. DATED (SEE ITEM 13)
 04/20/2012
 CODE 968993910 FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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 FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)
	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)
 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 ~~08/30/2020~~ 03/31/2022 wlb

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)
 Wendy L. Bauer
 15B. CONTRACTOR/OFFEROR /signature on file/
 15C. DATE SIGNED 9/14/21
 16B. UNITED STATES OF AMERICA /signature on file/
 16C. DATE SIGNED 09/14/2021
 (Signature of person authorized to sign) (Signature of Contracting Officer)

Changes to Section B.2-2(b) Transition Cost, Anticipated Funding, and Total Available Award Fee					
	Actual Funding (original)	increase/decrease	Actual Funding (current)	Anticipated Funding	Annual Fee Base***
CLIN 1: Transition					
July 1, 2012 - September 30, 2012	\$ 1,553,670.00		\$ 1,553,670.00	\$ 1,553,670.00	
CLIN 2: Base Period – Site Operations					
October 1, 2012 through September 30, 2013	\$ 141,902,556.74		\$ 141,902,556.74	\$ 141,902,556.74	\$ 109,238,604.00
Funding transferred from WTS contract	\$ 7,995,864.65		\$ 7,995,864.65	\$ 7,995,864.65	
Funding from other DOE entities per H.55	\$ 11,373,074.35		\$ 11,373,074.35	\$ 11,373,074.35	
October 1, 2013 through September 30, 2014	\$ 139,265,040.00		\$ 139,265,040.00	\$ 139,265,040.00	\$ 109,238,604.00
WBS 1.7 PMB for Recovery Activities (CLIN 4)	\$ 31,148,035.00		\$ 31,148,035.00	\$ 31,148,035.00	
Funding from other DOE entities per H.55	\$ 1,232,980.92		\$ 1,232,980.92	\$ 1,232,980.92	
October 1, 2014 through September 30, 2015	\$ 121,492,804.86		\$ 121,492,804.86	\$ 121,492,804.86	\$ 100,097,068.00
Funding for OPC: PVS (OPC) (CLIN 5)	\$ 5,020,310.96		\$ 5,020,310.96	\$ 5,020,310.96	
WBS 1.7 PMB for Recovery Activities (CLIN 4)	\$ 120,734,157.96		\$ 120,734,157.96	\$ 120,734,157.96	\$ 82,115,542.00
WBS 1.7 Recovery funding for FY15 OPC PVS (CLIN 5)	\$ 1,979,689.04		\$ 1,979,689.04	\$ 1,979,689.04	
Funding from other DOE entities per H.55	\$ 5,551,193.66		\$ 5,551,193.66	\$ 5,551,193.66	
October 1, 2015 through September 30, 2016	\$ 144,160,062.29		\$ 144,160,062.29	\$ 144,160,062.29	\$ 117,758,978.00
Funding from other DOE entities per H.55	\$ 8,161,085.26		\$ 8,161,085.26	\$ 8,161,085.26	
October 1, 2016 through September 30, 2017	\$ 189,022,916.02		\$ 189,022,916.02	\$ 189,022,916.02	\$ 109,238,604.00
Funding from other DOE entities per H.55	\$ 10,486,306.09		\$ 10,486,306.09	\$ 10,486,306.09	
TOTALS	\$ 939,526,077.80		\$ 939,526,077.80	\$ 939,526,077.80	\$ 627,687,400.00
CLIN 3: Option Period 1 – Site Operations POP: October 1, 2017 through September 30, 2020					
October 1, 2017 through September 30, 2018				\$ 208,912,137.00	\$ 178,663,201.00
PBS 80 Operations - 1110954	\$ 171,927,622.00		\$ 171,927,622.00	\$ 171,927,622.00	
PBS 81 CCP - 1110956	\$ 10,009,774.00		\$ 10,009,774.00	\$ 10,009,774.00	
PBS 83 Infrastructure - 1111702	\$ 11,485,736.00		\$ 11,485,736.00	\$ 11,485,736.00	
PBS 90 Transportation - 1110957	\$ 9,383,771.00		\$ 9,383,771.00	\$ 9,383,771.00	
PBS 20 Security - 1111094	\$ 3,778,206.83		\$ 3,778,206.83	\$ 3,778,206.83	
PBS 20 Security - 1111098	\$ 2,327,027.17		\$ 2,327,027.17	\$ 2,327,027.17	
Funding from other DOE entities per H.55	\$ 20,617,724.13		\$ 20,617,724.13	\$ 20,617,724.13	
October 1, 2018 through September 30, 2019				\$ 250,326,217.83	\$ 192,628,912.00
PBS 80 Operations - 1110954	\$ 177,034,413.90		\$ 177,034,413.90	\$ 177,034,413.90	
PBS 81 CCP - 1110956	\$ 9,593,716.00		\$ 9,593,716.00	\$ 9,593,716.00	
PBS 83 Infrastructure - 1111702	\$ 46,695,000.00		\$ 46,695,000.00	\$ 46,695,000.00	
PBS 90 Transportation - 1110957	\$ 10,804,321.93		\$ 10,804,321.93	\$ 10,804,321.93	
PBS 20 Security - 1111094	\$ 5,241,321.02		\$ 5,241,321.02	\$ 5,241,321.02	
PBS 20 Security - 1111098	\$ 957,444.98		\$ 957,444.98	\$ 957,444.98	
Funding from other DOE entities per H.55	\$ 30,614,272.40		\$ 30,614,272.40	\$ 30,614,272.40	
October 1, 2019 through September 30, 2020				\$ 230,563,292.41	\$ 191,748,358.00
PBS 80 Operations - 1110954	\$ 188,256,777.15		\$ 188,256,777.15	\$ 188,256,777.15	
PBS 81 CCP - 1110956	\$ 10,577,166.00		\$ 10,577,166.00	\$ 10,577,166.00	
PBS 83 Infrastructure - 1111702	\$ 17,500,000.00		\$ 17,500,000.00	\$ 17,500,000.00	
PBS 90 Transportation - 1110957	\$ 8,418,898.00		\$ 8,418,898.00	\$ 8,418,898.00	
PBS 20 Security - 1111094	\$ 4,113,976.00		\$ 4,113,976.00	\$ 4,113,976.00	
PBS 20 Security - 1111098	\$ 1,696,475.26		\$ 1,696,475.26	\$ 1,696,475.26	
Funding from other DOE entities per H.55	\$ 12,581,530.12		\$ 12,581,530.12	\$ 12,581,530.12	
TOTALS	\$ 753,615,173.89	\$ -	\$ 753,615,173.89	\$ 753,622,541.91	\$ 563,040,470.58
CLIN 4: WBS. 1.7 Performance Measurement Baseline for Recovery					
Activities - BASE Period					
FY14 WIPP Recovery Project WBS 1.7, Fee, MR: (Note: FY14 funding was obligated to CLIN 2 in STRIPES before Mod 94)	\$ -		\$ -	\$ -	
FY15 WIPP Recovery Project WBS 1.7, Fee, MR - (Note: FY15 funding was obligated to CLIN 2 in STRIPES before Mod 94)	\$ -		\$ -	\$ -	
FY16 WIPP Recovery Project WBS 1.7, Fee, MR	\$ 80,182,220.00		\$ 80,182,220.00	\$ 80,182,220.00	\$ 69,087,329.00
FY17 WIPP Recovery Project WBS 1.7, Fee, MR	\$ 15,300,000.00		\$ 15,300,000.00	\$ 15,300,000.00	
Option period - FY18 WIPP WBS 1.7, Fee, PMB (to CLIN 6)	\$ -		\$ -	\$ -	
TOTALS	\$ 95,482,220.00	\$ -	\$ 95,482,220.00	\$ 95,482,220.00	\$ 69,087,329.00
CLIN 5: WBS 1.8 Capital Asset Project(s) for Permanent SSCVS					
System and Utility Shaft Shaft - BASE Period					
FY15 CAP 15-D-411 SSCVS	\$ 12,000,000.00		\$ 12,000,000.00	\$ 12,000,000.00	
FY16 CAP 15-D-411 SSCVS	\$ 23,218,000.00		\$ 23,218,000.00	\$ 23,218,000.00	\$ 3,400,000.00
FY17 CAP 15-D-411 SSCVS	\$ 2,532,000.00		\$ 2,532,000.00	\$ 2,532,000.00	
FY15 CAP 15-D-412 Utility Shaft	\$ 4,000,000.00		\$ 4,000,000.00	\$ 4,000,000.00	
FY16 CAP 15-D-412 Utility Shaft	\$ 7,500,000.00		\$ 7,500,000.00	\$ 7,500,000.00	\$ 2,400,000.00
FY17 CAP 15-D-412 Utility Shaft	\$ 30,000,000.00		\$ 30,000,000.00	\$ 30,000,000.00	
FY17 OPC (PBS 80) SSCVS	\$ 2,000,000.00		\$ 2,000,000.00	\$ 2,000,000.00	
FY17 OPC (PBS 80) Utility Shaft	\$ 1,500,000.00		\$ 1,500,000.00	\$ 1,500,000.00	
TOTALS	\$ 82,750,000.00	\$ -	\$ 82,750,000.00	\$ 82,750,000.00	\$ 5,800,000.00

CLIN 6: - Option Period - WBS. 1.7 Performance Measurement					
Baseline for Recovery Activities - RESERVED					
FY18 WIPP Recovery Project WBS 1.7, Fee, MR	\$	-	\$	-	\$
CLIN 7: Option Period 2 – Site Operations					
Option Period 2 - October 1, 2020 through September 30, 2021				\$243,523,036.00	\$ 191,000,000.00
PBS 80 Operations - 1110954	\$	203,244,065.74	\$	203,244,065.74	
PBS 81 CCP - 1110956	\$	11,627,330.00	\$	11,627,330.00	
PBS 83 Infrastructure - 1111702	\$	6,759,396.00	\$	6,759,396.00	
PBS 90 Transportation - 1110957	\$	11,029,211.00	\$	11,029,211.00	
PBS 20 Security - 1111094	\$	4,955,960.17	\$	4,955,960.17	
PBS 20 Security - 1111098	\$	631,395.48	\$	631,395.48	
Funding from other DOE entities per H.55	\$	43,615,687.91	\$	43,615,687.91	
TOTALS	\$	281,863,046.30	\$	281,863,046.30	\$ 287,138,723.91
CLIN 12/13: Option Periods 3 and 4 (6 mos options) – Site Operations					
Option Periods 3/4 - Oct 1 2021 through Mar 31, 2022 (Sep 30, 2022)				\$ 260,099,596.00	\$180,000,000
PBS 80 Operations - 1110954					
PBS 81 CCP - 1110956			\$	-	
PBS 83 Infrastructure - 1111702			\$	-	
PBS 90 Transportation - 1110957			\$	-	
PBS 20 Security - 1111094			\$	-	
PBS 20 Security - 1111098			\$	-	
Funding from other DOE entities per H.55			\$	-	
TOTALS	\$	-	\$	-	\$ 260,099,596.00
CLIN 8: Option Period 1 - WBS. 1.8 CAP 15-D-411 SSCVS					
FY18 CAP 15-D-411 SSCVS	\$	86,000,000.00	\$	86,000,000.00	\$ 86,000,000.00
FY18 OPC (PBS80) SSCVS	\$	2,700,000.00	\$	2,700,000.00	\$ 2,700,000.00
FY19 CAP 15-D-411 SSCVS	\$	84,212,000.00	\$	84,212,000.00	\$ 84,212,000.00
FY19 OPC (PBS80) SSCVS	\$	2,500,000.00	\$	2,500,000.00	\$ 2,500,000.00
FY20 CAP 15-D-411 SSCVS	\$	58,054,000.00	\$	58,054,000.00	\$ 58,054,000.00
FY20 OPC (PBS80) SSCVS	\$	3,700,000.00	\$	3,700,000.00	\$ 3,700,000.00
TOTALS	\$	237,166,000.00	\$	237,166,000.00	\$ 237,166,000.00
CLIN 9: Option Period 1/2 - WBS. 1.8 CAP 15-D-412 Utility Shaft					
FY18 CAP 15-D-412 Utility Shaft	\$	19,600,000.00	\$	19,600,000.00	\$ 19,600,000.00
FY18 OPC (PBS80) Utility Shaft	\$	1,900,000.00	\$	1,900,000.00	\$ 1,900,000.00
FY19 CAP 15-D-412 Utility Shaft	\$	1,000,000.00	\$	1,000,000.00	\$ 1,000,000.00
FY19 OPC (PBS80) Utility Shaft	\$	600,000.00	\$	600,000.00	\$ 600,000.00
FY20 CAP 15-D-412 Utility Shaft	\$	44,500,000.00	\$	44,500,000.00	\$ 44,500,000.00
FY20 OPC (PBS80) Utility Shaft					
TOTALS	\$	67,600,000.00	\$	67,600,000.00	\$ 67,600,000.00
CLIN 10: Option Period 2 - WBS 1.8 CAP 15-D-411 SSCVS					
FY21 CAP 15-D-411 SSCVS	\$	31,266,608.19	\$	31,266,608.19	\$ 31,266,608.19
FY21 OPC (PBS80) SSCVS	\$	-	\$	-	\$ -
TOTALS	\$	31,266,608.19	\$	31,266,608.19	\$ 31,266,608.19
CLIN 11: Option Period 2 - WBS 1.8 CAP 15-D-412 US					
FY21 CAP 15-D-412 Utility Shaft	\$	53,512,000.00	\$	53,512,000.00	\$ 53,512,000.00
FY21 OPC (PBS80) Utility Shaft	\$	-	\$	-	\$ -
TOTALS	\$	53,512,000.00	\$	53,512,000.00	\$ 53,512,000.00
CLIN 14: Option Period 3 - WBS 1.8 CAP 15-D-411 SSCVS					
FY22 CAP 15-D-411 SSCVS					\$ 50,000,000.00
FY22 OPC (PBS80) SSCVS	\$	-	\$	-	
TOTALS	\$	-	\$	-	\$ 50,000,000.00
CLIN 15: Option Period 3/4 - WBS 1.8 CAP 15-D-412 US					
FY22 CAP 15-D-412 Utility Shaft					\$ 20,000,000.00
FY22 OPC (PBS80) Utility Shaft	\$	-	\$	-	
TOTALS	\$	-	\$	-	\$ 20,000,000.00
Grand Totals	\$	2,544,334,796.18	\$	2,544,334,796.18	\$ 2,879,717,437.81

Availability of funds pending BCP/TPC approval (except COVID of 59.005.31)

The purpose of this modification is to exercise Option Period 3, for the period October 1, 2021 through March 31, 2022.

As a result of the above, the contract is modified as follows:

- (1) Section B.2-2a Total Available Award Fee is modified to incorporate FY2020 Final Fee Determination earned fee.
- (2) Section B.2-2b see attached table for funding summary.
- (3) Section H.62, Cost Savings Investment Incentive provision does not apply to Option Periods 3 or 4.
- (4) Section I, Exercise Option Period 3 in accordance with Clause I.32 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000) for the period October 1, 2021 through March 31, 2022.
- (5) Section J, Attachment A - List B - DOE Directives is replaced in its entirety as attached.

Section B.2-2(a) Total Available Award Fee table is modified as follows:

FROM:

- (a) The total available award fee for the base period of the contract, beginning October 1, 2012, and the option periods, if exercised, is shown below.

PERFORMANCE PERIOD	Fee Percent (%)	Total Available Award Fee	Total Fee Earned (Mod 49, 96, 138, 174, 209, 238, 271)
Base Period			
October 1, 2012 – September 30, 2013	7.5	\$ 8,192,895	\$ 7,892,519.32
October 1, 2013 – September 30, 2014	7.5	\$ 8,192,895	\$ 561,266.00
October 1, 2014 – September 30, 2015	7.5	\$13,665,946	\$11,714,118.44
October 1, 2015 – September 30, 2016	7.0	\$13,485,242	\$11,294,601.37
October 1, 2016 – September 30, 2017	7.0	\$11,948,286*	\$10,744,708.20
Option Period 1			
October 1, 2017 – September 30, 2018	7.0	\$12,506,424*	\$10,790,810
October 1, 2018 – September 30, 2019	7.0	\$17,284,000*	\$14,338,935
October 1, 2019 – September 30, 2020	7.0	\$17,622,385*	
Option Period 2			
October 1, 2020 – September 30, 2021	7.0	\$16,222,385	
Option Period 3			
October 1, 2021 – March 31, 2022	7.0	\$7,311,193	
Option Period 4			
April 1, 2022 - September 30, 2022	7.0	\$7,311,193	

*Super-stretch incentives are not included in Total Available Award Fee Total

TO:

- (a) The total available award fee for the base period of the contract, beginning October 1, 2012, and the option periods, if exercised, is shown below.

PERFORMANCE PERIOD	Fee Percent (%)	Total Available Award Fee	Total Fee Earned (Mod 49, 96, 138, 174, 209, 238, 271)
Base Period			
October 1, 2012 – September 30, 2013	7.5	\$ 8,192,895	\$ 7,892,519.32
October 1, 2013 – September 30, 2014	7.5	\$ 8,192,895	\$ 561,266.00
October 1, 2014 – September 30, 2015	7.5	\$13,665,946	\$11,714,118.44
October 1, 2015 – September 30, 2016	7.0	\$13,485,242	\$11,294,601.37
October 1, 2016 – September 30, 2017	7.0	\$11,948,286*	\$10,744,708.20
Option Period 1			
October 1, 2017 – September 30, 2018	7.0	\$12,506,424*	\$10,790,810
October 1, 2018 – September 30, 2019	7.0	\$17,284,000*	\$14,338,935
October 1, 2019 – September 30, 2020	7.0	\$17,622,385*	\$13,241,704.75
Option Period 2			
October 1, 2020 – September 30, 2021	7.0	\$16,222,385	
Option Period 3			
October 1, 2021 – March 31, 2022	7.0	\$7,311,193	
Option Period 4			
April 1, 2022 - September 30, 2022	7.0	\$7,311,193	

*Super-stretch incentives are not included in Total Available Award Fee Total (N/A for Option Periods 3 and 4)

Section H.62 COST SAVINGS INVESTMENT INCENTIVE (JULY 2017) provision does not apply to Option Periods 3 and 4 for FY2022. FY2021 Cost Savings/Efficiencies will be measured during FY2022.

Section I, I.137 is modified as follows:

FROM:

I.137 DEAR 970.5215-1 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000) ALTERNATE II (DEC 2000) (MODIFIED) ALTERNATE III (DEC 2000)

Paragraph (c) (2) is hereby modified to replace “DOE Operations/Field Manager, or designee” with “Chief Operating Officer, Office of Environment Management” as the designated Fee Determination Official.

- (a) Total available fee. Total available fee, consisting of a base fee amount (which may be zero) and a performance fee amount (consisting of an incentive fee component for objective performance requirements, an award fee component for subjective performance requirements, or both) determined in accordance with the provisions of this clause, is available for payment in accordance with the clause of this contract entitled, "Payments and advances."

- (b) **Fee Negotiations.** Prior to the beginning of each fiscal year under this contract, or other appropriate period as mutually agreed upon and, if exceeding one year, approved by the Senior Procurement Executive, or designee, the contracting officer and Contractor shall enter into negotiation of the requirements for the year or appropriate period, including the evaluation areas and individual requirements subject to incentives, the total available fee, and the allocation of fee. The contracting officer shall modify this contract at the conclusion of each negotiation to reflect the negotiated requirements, evaluation areas and individual requirements subject to incentives, the total available fee, and the allocation of fee. In the event the parties fail to agree on the requirements, the evaluation areas and individual requirements subject to incentives, the total available fee, or the allocation of fee, a unilateral determination will be made by the contracting officer. The total available fee amount shall be allocated to a twelve-month cycle composed of one or more evaluation periods, or such longer period as may be mutually agreed to between the parties and approved by the Senior Procurement Executive, or designee.
- (c) **Determination of Total Available Fee Amount Earned.**
- (1) The Government shall, at the conclusion of each specified evaluation period, evaluate the contractor's performance of all requirements, including performance based incentives completed during the period, and determine the total available fee amount earned. At the contracting officer's discretion, evaluation of incentivized performance may occur at the scheduled completion of specific incentivized requirements.
 - (2) The DOE Operations/Field Office Manager, or designee, will be the Fee Determination Official. The contractor agrees that the determination as to the total available fee earned is a unilateral determination made by the DOE Operations/Field Office Manager, or designee.
 - (3) The evaluation of contractor performance shall be in accordance with the Performance Evaluation and Measurement Plan(s) described in subparagraph (d) of this clause unless otherwise set forth in the contract. The Contractor shall be promptly advised in writing of the fee determination, and the basis of the fee determination. In the event that the contractor's performance is considered to be less than the level of performance set forth in the Statement of Work, as amended to include the current Work Authorization Directive or similar document, for any contract requirement, it will be considered by the DOE Operations/Field Office Manager, or designee, who may at his/her discretion adjust the fee determination to reflect such performance. Any such adjustment shall be in accordance with the clause entitled, "Conditional Payment of Fee, Profit, or Incentives" if contained in the contract.
 - (4) Award fee not earned during the evaluation period shall not be allocated to future evaluation periods.
- (d) **Performance Evaluation and Measurement Plan(s).** To the extent not set forth elsewhere in the contract:

- (1) The Government shall establish a Performance Evaluation and Measurement Plan(s) upon which the determination of the total available fee amount earned shall be based. The Performance Evaluation and Measurement Plan(s) will address all of the requirements of contract performance specified in the contract directly or by reference. A copy of the Performance Evaluation and Measurement Plan(s) shall be provided to the Contractor:
 - (i) prior to the start of an evaluation period if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been mutually agreed to by the parties; or
 - (ii) not later than thirty days prior to the scheduled start date of the evaluation period, if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been unilaterally established by the contracting officer.
- (2) The Performance Evaluation and Measurement Plan(s) will set forth the criteria upon which the Contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation. Such criteria should be objective, but may also include subjective criteria. The Plan(s) shall also set forth the method by which the total available fee amount will be allocated and the amount earned determined.
- (3) The Performance Evaluation and Measurement Plan(s) may, consistent with the contract statement of work, be revised during the period of performance. The contracting officer shall notify the contractor:
 - (i) of such unilateral changes at least ninety calendar days prior to the end of the affected evaluation period and at least thirty calendar days prior to the effective date of the change;
 - (ii) of such bilateral changes at least sixty calendar days prior to the end of the affected evaluation period; or
 - (iii) if such change, whether unilateral or bilateral, is urgent and high priority, at least thirty calendar days prior to the end of the evaluation period.
- (e) Schedule for total available fee amount earned determinations. The DOE Operations/Field Office Manager, or designee, shall issue the final total available fee amount earned determination in accordance with: the schedule set forth in the Performance Evaluation and Measurement Plan(s); or as otherwise set forth in this contract. However, a determination must be made within sixty calendar days after the receipt by the contracting officer of the Contractor's self-assessment, if one is required or permitted by paragraph (f) of this clause, or

seventy calendar days after the end of the evaluation period, whichever is later, or a longer period if the Contractor and contracting officer agree. If the contracting officer evaluates the Contractor's performance of specific requirements on their completion, the payment of any earned fee amount must be made within seventy calendar days (or such other time period as mutually agreed to between the contracting officer and the Contractor) after such completion. If the determination is delayed beyond that date, the Contractor shall be entitled to interest on the determined total available fee amount earned at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late total available fee amount earned determination will accrue daily and be compounded in 30-day increments inclusive from the first day after the schedule determination date through the actual date the determination is issued. That is, interest accrued at the end of any 30-day period will be added to the determined amount of fee earned and be subject to interest if not paid in the succeeding 30-day period.

- (d) Contractor self-assessment. Following each evaluation period, the Contractor shall submit a self-assessment within (Insert Number) calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The DOE Operations/Field Office Manager, or designee, will review the Contractor's self-assessment, if submitted, as part of its independent evaluation of the Contractor's management during the period. A self-assessment, in and of itself may not be the only basis for the award fee determination.

I.137 DEAR 970.5215-1 TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000) ALTERNATE II (DEC 2000) (MODIFIED) ALTERNATE III (DEC 2000)

Paragraph (c) (2) is hereby modified to replace "DOE Operations/Field Manager, or designee" with "CBFO Office Manager (currently Reinhard Knerr)" as the designated Fee Determination Official.

- (a) Total available fee. Total available fee, consisting of a base fee amount (which may be zero) and a performance fee amount (consisting of an incentive fee component for objective performance requirements, an award fee component for subjective performance requirements, or both) determined in accordance with the provisions of this clause, is available for payment in accordance with the clause of this contract entitled, "Payments and advances."
- (b) Fee Negotiations. Prior to the beginning of each fiscal year under this contract, or other appropriate period as mutually agreed upon and, if exceeding one year, approved by the Senior Procurement Executive, or designee, the contracting officer and Contractor shall enter into negotiation of the requirements for the year or appropriate period, including the evaluation areas and individual requirements

subject to incentives, the total available fee, and the allocation of fee. The contracting officer shall modify this contract at the conclusion of each negotiation to reflect the negotiated requirements, evaluation areas and individual requirements subject to incentives, the total available fee, and the allocation of fee. In the event the parties fail to agree on the requirements, the evaluation areas and individual requirements subject to incentives, the total available fee, or the allocation of fee, a unilateral determination will be made by the contracting officer. The total available fee amount shall be allocated to a six-month cycle composed of one evaluation period, or such longer period as may be mutually agreed to between the parties and approved by the Senior Procurement Executive, or designee.

- (c) Determination of Total Available Fee Amount Earned.
- (1) The Government shall, at the conclusion of each specified evaluation period, evaluate the contractor's performance of all requirements, including performance based incentives completed during the period, and determine the total available fee amount earned. At the contracting officer's discretion, evaluation of incentivized performance may occur at the scheduled completion of specific incentivized requirements.
 - (2) The DOE Operations/Field Office Manager, or designee, will be the Fee Determination Official. The contractor agrees that the determination as to the total available fee earned is a unilateral determination made by the DOE Operations/Field Office Manager, or designee.
 - (3) The evaluation of contractor performance shall be in accordance with the Performance Evaluation and Measurement Plan(s) described in subparagraph (d) of this clause unless otherwise set forth in the contract. The Contractor shall be promptly advised in writing of the fee determination, and the basis of the fee determination. In the event that the contractor's performance is considered to be less than the level of performance set forth in the Statement of Work, as amended to include the current Work Authorization Directive or similar document, for any contract requirement, it will be considered by the DOE Operations/Field Office Manager, or designee, who may at his/her discretion adjust the fee determination to reflect such performance. Any such adjustment shall be in accordance with the clause entitled, "Conditional Payment of Fee, Profit, or Incentives" if contained in the contract.
 - (4) Award fee not earned during the evaluation period shall not be allocated to future evaluation periods.
- (d) Performance Evaluation and Measurement Plan(s). To the extent not set forth elsewhere in the contract:
- (1) The Government shall establish a Performance Evaluation and Measurement Plan(s) upon which the determination of the total available fee amount earned shall be based. The Performance Evaluation and Measurement Plan(s) will address all of the requirements of contract

performance specified in the contract directly or by reference. A copy of the Performance Evaluation and Measurement Plan(s) shall be provided to the Contractor:

- (i) prior to the start of an evaluation period if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been mutually agreed to by the parties; or
 - (ii) not later than 15 days prior to the scheduled start date of the evaluation period, if the requirements, evaluation areas, specific incentives, amount of fee, and allocation of fee to such evaluation areas and specific incentives have been unilaterally established by the contracting officer.
- (2) The Performance Evaluation and Measurement Plan(s) will set forth the criteria upon which the Contractor will be evaluated relating to any technical, schedule, management, and/or cost objectives selected for evaluation. Such criteria should be objective, but may also include subjective criteria. The Plan(s) shall also set forth the method by which the total available fee amount will be allocated and the amount earned determined.
- (3) The Performance Evaluation and Measurement Plan(s) may, consistent with the contract statement of work, be revised during the period of performance. The contracting officer shall notify the contractor:
 - (i) of such unilateral changes at least ninety calendar days prior to the end of the affected evaluation period and at least thirty calendar days prior to the effective date of the change;
 - (ii) of such bilateral changes at least sixty calendar days prior to the end of the affected evaluation period; or
 - (iii) if such change, whether unilateral or bilateral, is urgent and high priority, at least thirty calendar days prior to the end of the evaluation period.
- (e) Schedule for total available fee amount earned determinations. The DOE Operations/Field Office Manager, or designee, shall issue the final total available fee amount earned determination in accordance with: the schedule set forth in the Performance Evaluation and Measurement Plan(s); or as otherwise set forth in this contract. However, a determination must be made within sixty calendar days after the receipt by the contracting officer of the Contractor's self-assessment, if one is required or permitted by paragraph (f) of this clause, or seventy calendar days after the end of the evaluation period, whichever is later, or a longer period if the Contractor and contracting officer agree. If the contracting officer evaluates the Contractor's performance of specific requirements on their completion, the payment of any earned fee amount must be made within seventy calendar days (or such other time period as mutually

agreed to between the contracting officer and the Contractor) after such completion. If the determination is delayed beyond that date, the Contractor shall be entitled to interest on the determined total available fee amount earned at the rate established by the Secretary of the Treasury under section 12 of the Contract Disputes Act of 1978 (41 U.S.C. 611) that is in effect on the payment date. This rate is referred to as the "Renegotiation Board Interest Rate," and is published in the Federal Register semiannually on or about January 1 and July 1. The interest on any late total available fee amount earned determination will accrue daily and be compounded in 30-day increments inclusive from the first day after the schedule determination date through the actual date the determination is issued. That is, interest accrued at the end of any 30-day period will be added to the determined amount of fee earned and be subject to interest if not paid in the succeeding 30-day period.

- (e) Contractor self-assessment. Following each evaluation period, the Contractor shall submit a self-assessment within (Insert Number) calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The DOE Operations/Field Office Manager, or designee, will review the Contractor's self-assessment, if submitted, as part of its independent evaluation of the Contractor's management during the period. A self-assessment, in and of itself may not be the only basis for the award fee determination.

All other terms and conditions remain unchanged.

Section J, Attachment A - List B DOE Directives

Change: Incorporate DOE O 486.1A Foreign Government Sponsored or Affiliated Activities

DOE Order	Title	*S/RID
DOE O 130.1	Budget Formulation	
DOE O 140.1	Interface with the Defense Nuclear Facilities Safety Board	X
DOE O 142.3A, Chg 1	Unclassified Foreign Visits and Assignments Program	
DOE O 150.1A	Continuity Programs	X
DOE O 151.1D	Comprehensive Emergency Management System	X
DOE O 153.1	Departmental Radiological Emergency Response Assets	X
DOE O 200.1A	Information Technology Management	
DOE O 203.1	Limited Personal use of Government Office Equipment including Information Technology	
DOE O 205.1C	Department of Energy Cybersecurity Program	
DOE O 206.1	DOE Privacy Program	
DOE O 206.2	Identity, Credential, and Access Management (ICAM)	
DOE O 210.2A	DOE Corporate Operating Experience Program	X
DOE O 221.1B	Reporting Fraud, Waste and Abuse to the Office of Inspector General	
DOE O 221.2A	Cooperation with the Office of Inspector General	
DOE O 225.1B	Accident Investigations	X
DOE O 226.1B	Implementation of Department of Energy Oversight Policy	X
DOE O 227.1A	Independent Oversight Program	X
DOE O 231.1B, Admin. Chg 1	Environment, Safety and Health Reporting	
DOE O 232.2A	Occurrence Reporting and Processing of Operations Information	X
DOE O 241.1B Admin. Chg 1	Scientific and Technical Information Management	
DOE O 243.1B, Admin. Chg 1	Records Management Program	
DOE O 252.1A, Admin. Chg 1	Technical Standards Program	
DOE O 350.1, Chg 5	Contractor Human Resource Management Programs	
DOE O 413.1B	Internal Control Program	
DOE O 413.3B Chg 5	Program and Project Management for the Acquisition of Capital Assets	
DOE O 414.1D, Admin. Chg 1	Quality Assurance	X
DOE O 420.1C, Chg 1	Facility Safety	X
DOE O 422.1, Admin. Chg 2	Conduct of Operations	X
DOE O 425.1D, Admin. Chg 1	Verification of Readiness to Startup or Restart Nuclear Facilities	X
DOE O 426.2, Admin. Chg 1	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities	X
DOE O 430.1C	Real Property Asset Management	

DOE Order	Title	*S/RID
DOE O 433.1B, Admin. Chg 1	Maintenance Management Program for DOE Nuclear Facilities	X
DOE O 435.1, Chg 1	Radioactive Waste Management	X
DOE O 436.1	Departmental Sustainability	X
DOE O 442.1B	Department of Energy Employee Concerns Program	
DOE O 442.2, Chg 1	Differing Professional Opinions for Technical Issues Involving Environment, Safety, and Health	
DOE O 458.1, Admin Chg 3	Radiation Protection of the Public and the Environment	X
DOE O 460.1D	Hazardous Materials Packaging and Transportation Safety	X
DOE O 460.2A	Departmental Materials Transportation and Packaging Management	X
DOE O 470.3C Chg 1	Design Basis Threat (DBT) Order	
DOE O 470.4B, Admin Chg 2	Safeguards and Security Program	
DOE O 471.1B	Identification and Protection of Unclassified Controlled Nuclear Information	
DOE O 471.3, Admin Chg 1	Identifying and Protecting Official Use Only Information	
DOE O 471.6, Admin. Chg 3	Information Security	
DOE O 472.2, Chg 2	Personnel Security	
DOE O 473.1A	Physical Protection Program	
DOE O 473.2A	Protective Force Operations	
DOE O 475.1	Counterintelligence Program	
DOE O 483.1B	DOE Cooperative Research and Developments Agreements	
DOE O 486.1A	Foreign Government Sponsored or Affiliated Activities	
DOE O 522.1	Pricing of Departmental Materials and Services	
DOE O 534.1B	Accounting	
DOE O 551.1D, Chg 2	Official Foreign Travel	
DOE Policy	Title	
DOE P 451.1	National Environmental Policy Act Compliance Program	
DOE P 470.1B	Safeguards and Security Program	
DOE Manual	Title	
DOE M 205.1-3	Telecommunications Security Manual	
DOE M 435.1-1 Chg 2	Radioactive Waste Management Manual	X
DOE M 460.2-1A	Radioactive Material Transportation Practices Manual	
DOE M 471.3-1, Admin Chg 1	Manual for Identifying and Protecting Official Use only Information	