

2. AMENDMENT/MODIFICATION NO. 0333	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
---------------------------------------	------------------------------------	----------------------------------	--------------------------------

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
--	------	--------	---	------	-------

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	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. 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 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: FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000) and H.25 PEMP
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 968993910
UEI: JA12NCN424K3
See continuation pages.
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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wendy L. Bauer
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED
	16B. UNITED STATES OF AMERICA <i>(Signature of Contracting Officer)</i>
	16C. DATE SIGNED 03/24/2022

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0001971/0333

PAGE OF
2 4

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 09/30/2022				

e purpose of this modification is to exercise Option Period 4, for the period April 1, 2022 through September 30, 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 FY2021 Final Fee Determination.
- (2) Section H.25 - incorporate the FY2022 Performance Evaluation and Measurement Plan, Revision 3, dated March 22, 2022, as attached.
- (3) Section I, Exercise Option Period 4 in accordance with Clause I.32 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (Mar 2000) for the period April 1, 2022 through September 30, 2022
- (4) Section J, Attachment G – Deliverables List is replaced in its entirety, as attached.

As a result of the above, 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*	\$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)

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 (Mods 49, 96, 138, 174, 209, 238, 271, 333)
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	\$10,870,718**
Option Period 3/4			
October 1, 2021 – September 30, 2022	7.0	\$15,576,972	

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

**Total Fee Earned: \$12,353,088; CPOF Reduction 12%: \$10,870,718 or 6% \$11,611,903.
Total Fee Earned TBD pending completion of corrective actions

All other terms and conditions remain unchanged.

Section J – Attachment G – Contract Deliverables List

* These deliverables are subject to change based on DOE/CBFO Guidance (data call, schedule or customer request)						
#	Deliverable Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Deliverable Due	Due Date
1	Deleted	RESERVED				
2	Deleted	RESERVED				
3	I. 42	Affirmative Action Plan	Information	CO	Annual	*9/30
4	I.148	Diversity Plan Annual Update	Information	CO	Within 90 days after effective date of contract, Annual updates	5/1
5	H.5 (j)(1)	Actuarial Valuation Report and Forms (IRS 5500) for each DOE reimbursement plan	Information	CO	Annual	10/31
6	H.5	Contractor Compensation and Benefits (formerly known as Report of Contractor Expenditures for Employee Supplemental Compensation)	Information	CO	Annual NLT March 1	3/1 or date specified by DOE/HQ
7	H.5	Pension Management Plan Annual Update	Information	CO	45 days after end of year plan	3/14
8	I.46	Employment Report on Special Disabled Veterans and Veterans of the Vietnam Era, and other Eligible Veterans (revised from VETS Form 100A to VETS-4212 in 2015)	Information	CO	Annual	*9/30
9	H.5	Pension Plan Annual Audit	Information	CO	Annual	10/31
10	H.5	Employee Benefits Value Study	Approval	CO	Every two years, even number years	8/31
11	H.5	Employee Benefits Cost Study Comparison	Approval	CO	Annual	*10/31 – or when DOE-HQ populates the study for contractors
12	H.5	Compensation Increase Plan, when required	Determination of cost allowability	CO	Annual	At award and when there is a subsequent change to total cash compensation.
13	H.5 and DOE A/L 2014-07	List of Five Most-Highly Compensated Executives	Information	CO	Annual	At award and Annual by 1/15
14	H.5	Contractor Salary-Wage Increase Expenditure Report	Information	CO	Annual	12/31
15	I.162	Audit Plan	Information	CO	By June 30 of each year	6/30
16	I.61	Audit Report	Information	CO	By January 31 of each year	1/31
17	H.22(f)(1), C.3.1.7, H.22c	General Management Status Report (see subparagraphs i-iv)(Monthly Progress Report)	Information	Contracting Officer's Representative (COR) / Federal Cleanup Director, Senior Program Manager, or Program Manager	Monthly	*3 rd week of each month, specific dates determined Annually
18	Deleted	RESERVED				
19	I.171	Balanced Scorecard Plan	Information	CO	Annual	*10/15
20	I.171	Balanced Scorecard Report	Information	CO	Annual	*11/25
21	H.11	Small, Small Disadvantaged and Woman-Owned Business Subcontracting Plan	Approval	CO	Annual	8/31 (prior to start of FY)
22	I.166	Plan for New Financial Management Systems	Approval	CO	Annual	*9/30
23	H.11	Socio-economic information to HQ (ESRS)	Information	CO	Semi-Annual	4/30 and 10/31
24	I.172 & DOE G 580.1-1a	Personal Property Furnished to Non-Federal Recipients Report to CBFO	Information	CO	Annual, Data Call	*10/31
25	I.172 & DOE G 580.1-1a	Exchanges/Sale Report for the WIPP Project to CBFO	Information	CO	Annual, Data Call	*10/31

Section J – Attachment G – Contract Deliverables List

* These deliverables are subject to change based on DOE/CBFO Guidance (data call, schedule or customer request)						
#	Deliverable Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Deliverable Due	Due Date
26	I.172 & DOE G 580.1-1a	Potential Liability Report to CBFO	Approval	CO	Semi-Annual	4/30, 10/31
27	DEAR 970.5245	Vehicle Usage Report to CBFO	Information	CO	Annual, Data Call	*11/30
28	DEAR 970.5245	GSA Vehicle Use – Report on Inventory of GSA vehicles and any use by subcontractors including type of subcontract	Information	CO	Annual	10/31
29	Deleted	RESERVED	-	-	-	-
30	DOE O 534.1B	Letter of Credit Report (Electronic submission to DOE-CBC via email)	Information	CO	Monthly	10 th workday of the month
31	Deleted	RESERVED				
32	Deleted	RESERVED				
33	Deleted	RESERVED				
34	Deleted	RESERVED	-	-	-	-
35	Financial Accounting Standards Board (FASB) ASC 715	NWP Pension Report (provided to CBFO & HQ)	Information	iBenefits portal w/ copy to CO	Annual, per DOE schedule	*5/15
36	Financial Accounting Standards Board (FASB) ASC 715	NWP Post Retirement Benefits other than Pension (provided to CBFO & HQ)	Information	iBenefits Portal w/copy to CO	Annual, per DOE schedule	*6/12
37	I.39	Cost Accounting Standards Disclosure Statement to CBFO	Approval	CO	Annual, as required	*9/30
38	I.161(k)	Statement of Costs Incurred & Claimed as of Sept. 30 to CBC	Approval	CO	Annual per DOE schedule	*11/20
39	OMB Improper Payments Information Act of 2002	Improper Payments and Recapture Audit Reporting	Information	CO	Annual per DOE schedule	*9/30
40	LWA, Section 8 (f)	Recertification Application to the EPA Administration, DC	Approval, CBFO forwards to DOE/EM for coordination and to obtain Secretary's signature.	COR / Office of Environmental Protection (OEP) (SME Patterson)	Every 5 years, 30-45 days in advance of scheduled annual inspection.	3/26/14, 3/26/19, 3/26/24, etc.
41	DOE O 458.1, 40 CFR 191.13, 40 CFR 191.15, and 40 CFR 191 Subpart C (see Appendix IGP of CRA-2014)	Maintain a Groundwater Protection Plan	Information	COR / OEP (SME Ward)	Review and maintain Annual /Biennial revision (every two years)	*9/30
42	DOE O 231.1B (5)(b)(3)	Site Environmental Report to DOE-HQ (Chief Health, Safety and Security Officer)	Approval	COR / OEP (SME Ward)	Annual	10/1
43	RCRA/HWFP L-4c(3) & N-4e	Laboratory Operating Procedures to the Hazardous Waste Permits Program Manager, NMED	Approval	COR / RCRA Program Manager (SME Navarrete)	Annual	1/31
44	40 CFR 1943.43 Letter Reyes to Ziemianski March 7, 2008	Progress within the next ten years on each of the three Passive Institutional Controls items below will be reflected in the Change Report (Table 5) per ABC Sheet 1.2.3.01.05	Approval, CBFO submits Change Report to EPA	COR / OEP (SME Patterson)	Annual	On hold, per EPA agreement.
45	40 CFR 1943.43 Letter Reyes to	Identification of suitable source material – 2014	Approval, CBFO submits Change Report to EPA	COR / OEP (SME Patterson)	Annual	On hold, per EPA agreement

Section J – Attachment G – Contract Deliverables List

* These deliverables are subject to change based on DOE/CBFO Guidance (data call, schedule or customer request)						
#	Deliverable Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Deliverable Due	Due Date
	Ziemianski March 7, 2008					
46	40 CFR 1943.43 Letter Reyes to Ziemianski March 7, 2008	Submit plans for test marker system to the EPA - 2016	Approval, CBFO submits Change Report to EPA	COR / OEP (SME Patterson)	Annual	On hold, per EPA agreement
47	40 CFR 1943.43 Letter Reyes to Ziemianski March 7, 2008	Construction of berm and begin testing of berm & markers - 2018	Approval, CBFO submits Change Report to EPA	COR / OEP (SME Patterson)	Annual	On hold, per EPA agreement
48	40 CFR 194.33, 40 CFR § 191.14(b)	Delaware Basin Drilling Surveillance Program Annual Report	Report submitted to CBFO	COR / OEP (SME Ward)	Annual	9/30
49	Delete	RESERVED				
50	40 CFR 194.4(b)(4)	Change Report to the Office of Radiation & Indoor Air, EPA	CBFO submits Change Report to EPA	COR / OEP (SME Patterson)	Annual	11/18
	RCRA HWFP 1.3.2	RCRA Permit Renewal, to Hazardous Waste Permits Program Mgr, Hazardous Waste Bureau, NMED, SF	Approval, CBFO submits to the NMED	COR / RCRA Program Manager (SME Navarrete)	Every 10 years	7/1/20
52	RCRA HWFP 4.6.4.2	Mine Ventilation Report, to Hazardous Waste Permits Program Manager, NMED	Approval, CBFO submits to the NMED	COR / RCRA Program Manager (SME Navarrete)	Annual	10/27
53	RCRA HWFP 4.6.1.2	Geotechnical Analysis Report, to Hazardous Waste Program Manager, Hazardous Waste Bureau of the NMED	Approval	COR / RCRA Program Manager (SME Ward)	Annual	10/27
54	TSCA, 40 CFR 761.180 Annual	PCB Report (including document log), to EPA Region 6	Approval, CBFO transmits to EPA	COR / OEP (SME Patterson)	Annual	7/15
55	DOE P 451.1	Mitigation Action Report, to DOE-HQ (EM-1)	Approval, CBFO transmits to DOE-HQ	COR / NEPA Compliance Officer (SME Basabilvazo)	Annual	7/31
56	DOE P 451.1	NEPA Planning Summary Report, to DOE-HQ (EM-1)	Transmit to DOE-HQ	COR / NEPA Compliance Officer (SME Basabilvazo)	Annual	1/31
57	LWA Section 9(a)(2)	Biennial Site Environmental Compliance, EPA HQ Office of Air & Radiation in DC, EPA Region VI, Secretary, NMED, NM Energy Minerals & Natural Resources Dept., BLM in DC, US Fish & Wildlife in DC, US NRC in MD, DOE HQ NEPA Policy & Compliance in DC	Approval, CBFO transmits to EPA	COR / RCRA Program Manager (Ward)	Even Numbered years	10/31/14, 10/31/16, etc.
58	CERCLA 40 CFR 370.25 I.51	SARA Title III, Tier II, National Response Center, NMED, EPA, Region VI, Local Emergency Planning Committee in Carlsbad, NM Emergency Response Commission in SF	Approval, CBFO transmits to EPA and NMED	COR / OEP (SME Brown)	Annual	3/31
59	NESHAP, US EPA Region VI, Dallas	NESHAP, US EPA Region VI, Dallas (<i>National Emissions Standards of Hazardous Air Pollutants</i>)	Approval, CBFO transmits to EPA	COR / OEP (SME Ward)	Annual	6/30
60	Waste Minimization Statement	Waste Minimization Statement	Approval, CBFO transmits to NMED	COR / RCRA Program Manager (SME Navarrete)	Annual	12/31
61	NM Water Quality Act, 20.6.2.3107 NMAC (DP-831)	Water Discharge Report – Information Changes, NMED, Groundwater Pollution Prevention Section (Semi-Annual DP-831 Report) SF	Approval, CBFO transmits to NMED	COR / OEP (SME Ward)	Semi-Annual	1/15, 7/15

Section J – Attachment G – Contract Deliverables List

* These deliverables are subject to change based on DOE/CBFO Guidance (data call, schedule or customer request)						
#	Deliverable Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Deliverable Due	Due Date
62	RCRA 40 CFR 264.75 (20.4.1.500 NMAC)	RCRA Biennial Report, NMED Hazardous Waste Bureau, Data Mgmt Program, NMED, SF	Approval, CBFO transmits to NMED	COR / RCRA Program Manager (SME Navarrete)	Biennially, even numbered years	3/1
63	DOE O 458.1, 40 CFR 194.42	Environmental Monitoring Plan	Information	COR / OEP (SME Brown)	Review and maintain Annual/Biennial revision (every two years)	*9/30
64	NMAC 20.4.3	Hazardous Waste Generation Fee	Pay fee to NMED	COR / RCRA Program Manager (SME Navarrete)	Annual, based on receipt of invoice	*8/31
65	I.59, CERCLA 40 CFR 372.30	Toxic Chemical Release Report/Hazardous Chemicals Inventory to EPA and to the NM Dept. of Homeland Security (from R-TRI Report)	Approval, CBFO transmittal to EPA and NMED	COR / OEP (SME Brown)	Annual NLT July 1	7/1
66	RCRA HWFP Part 4 Section 4.6.6.2	Volatile Organic Compound, Hydrogen, and Methane Data Summary Report	Approval	COR / RCRA Program Manager (SME Navarrete)	Semi-Annual	4/30, 10/30
67	DOE O 422.1	Conduct of Operations Matrix	Approval	COR / CBFO Manager	Every 3 Years or when directed by DOE	6/30
68	Deleted	RESERVED	-	-	-	-
	Delete	RESERVED				
70	CBFO Request	Integrated Facility and Infrastructure Cost Quarterly Report	Information	COR / Program Manager)	Quarterly	*11/30, 2/28, 5/31, 8/31
71	Deleted	Reserved				
72	40 CFR 191.14(b)	Subsidence Report to EPA Compliance Program Manager. Mine Engineering Prepares the report, but it is submitted by others.	Approval	COR / OEP (SME Patterson)	Annual	1/31
73	DOE O 420.1C Chapter II (3)(b)(2)	Fire Protection Program Self-Assessment	Approval	COR / CBFO Manager (SME Ford)	Every 3 Years	9/30/22, etc...
74	I.144(e) 10 CFR 830.207(a)	Documented Safety Analysis and Technical Safety Requirements	Approval	COR / Safety Basis Approval Authority	Per date specified by CO	*5/31
75	10 CFR 830.203 (f)	Unreviewed Safety Question Determination (USQD) Summary Report	Information	COR / Safety Basis Approval Authority	Annual	12/31
76	GPO	Commercial Printing Report	Information	CO / Subject Matter Expert (Gee)	Semi-Annual	3/15, 9/15
77	GPO	The Printing and Publishing of the Three-year site plan	Information	CO / Subject Matter Expert (Gee)	Annual	10/15
78	C.4.1.2.4, DOE O 436.1	Site Sustainability Plan	Information	COR / Program Manager	Annual Update	*11/30
79	DOE Orders: 400.1, 458.1, 40 CFR 191; 10 CFR 835; ANSI N 13.30; Performance Criteria for Bioassay, ANSI N 42.23: Measurement and Associated Instrumentation Quality Assurance for Radioassay Labs; NQA-1: Quality Assurance	Performance evaluations on validity of analytical Laboratories will be demonstrated by participation in inter-laboratory cross check programs administered by DOE and/or NIST. The results of performance evaluations will be submitted Annual to CBFO as completed.	Information	COR / Office of Manager Chief Scientist (SME Basabilvazo)	Annual	*9/30
80	10 CFR 835.801	Individual Radiation Reports	Information	COR / Safety and Health Division (SME Gamlin)	Annual	3/31

Section J – Attachment G – Contract Deliverables List

* These deliverables are subject to change based on DOE/CBFO Guidance (data call, schedule or customer request)						
#	Deliverable Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Deliverable Due	Due Date
81	10 CFR 851.11(c)(1)	Annual Worker Safety and Health Plan, or letter stating that no changes are necessary. (must provide update whenever a significant change is made)	Approval	COR / OWIPP (SME Garza)	Annual Update, at least 30 days prior to the previous year's approval date	*02/23/21
82	C – Part 3.3.1	ISMS/QA Review Plan – contractor shall be prepared to undergo ISMS validation and verification within 1 year of contract award.	Notify DOE of contractor's readiness	COR / Safety and Health Division (SME Gamlin)	One-time	9/30/2013 – 5/26/2015 (per DOE Letter 15-2034)
83	DOE G 450.4-1C, DOE O 226.1B EM Guidance	Annual ISM Review and Declaration	Information	COR / Safety and Health Division (SME Gamlin)	Annual, at least 60 days prior to CBFO's submittal deadline to DOE EM	*1/31
84	RESERVED		-	-	-	-
85	H.27	ISM Description	Approval	COR / Safety and Health Division (SME Gamlin)	Annual	9/1
86	DOE/EH-0433	VPP Review and Report to CBFO	Information & Transmittal to DOE-HQ	COR / Safety and Health Division (SME Gamlin)	Annual	*1/15 – to CBFO Transmittal to DOE-HQ is due 2/15
87	DOE O 473.3 Protection Program Operations	Weapons Accountability Report to CBFO	Information	COR / Security Officer (SME Sahd)	Monthly	10/15, 11/15, 12/15, 1/15, 2/15, 3/15, 4/15, 5/15, 6/15, 7/15, 8/15, 9/15
88	DOE O 470.4B Safeguards & Security Program	Incidents of Security Concern Report to CBFO	Information	COR / Security Officer (SME Sahd)	Monthly	10/15, 11/15, 12/15, 1/15, 2/15, 3/15, 4/15, 5/15, 6/15, 7/15, 8/15, 9/15
89	Security Specific Scope of Work Details and DOE O 473.3	WIPP Canine Narcotics Detection Activities and Report to CBFO	Information	COR / Security Officer (SME Sahd)	Semi-Annual, Dates are not specified	*1/31, 10/31
90	DOE O 470.4B Safeguards & Security Program	Attendance of Annual Security Briefing Report to CBFO	Information	COR / Security Officer (SME Sahd)	Annual	9/30
91	DOE O 470.4B Safeguards & Security Program	Site Security Plan to CBFO	Approval & Transmittal to DOE-SR for CSA Approval	COR / Security Officer (SME Sahd)	Annual	9/30
92	RESERVED		-	-	-	-
93	DOE O 151.1D	Emergency Planning Hazards Survey to CBFO Updated for TP-III and pool fires	Information	COR / CBFO Manager	Every 3 Years	3/31/20, 3/31/17, 3/31/20
94	DOE O 151.1D	Emergency Readiness Assurance Plan to CBFO, DOE-EM, and DOE-HS	Approval	COR / CBFO Manager	Annual	9/30
95	DOE O 151.1C	Emergency Management Program Plan to CBFO	Information	COR / CBFO Manager	Annual	9/30
96	DOE O 151.1D	Annual Exercise Package (Plan)	Approval	COR / CBFO Manager	Annual	9/30
97	DOE O 243.1B; 36 CFR 1236	Vital Records Program Review to CBFO	Information	COR / Government Information Specialist (SME Gee)	Annual	9/30
98	C.4.2.3.4	8-Week Rolling Schedule	Approval	COR / CBFO Transportation Logistics Manager (SME Walker)	Weekly, By Thursday COB	Every Thursday, Via email and changes, as needed

Section J – Attachment G – Contract Deliverables List

* These deliverables are subject to change based on DOE/CBFO Guidance (data call, schedule or customer request)						
#	Deliverable Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Deliverable Due	Due Date
99	LWA Section 16, subsection C (1)(A)&(B)	External Emergency Management staff assignments	Information	COR / CBFO Institutional Affairs Manager (SME Mason)	Weekly	Every Tuesday
100	10 CFR Part 71	Deferred NRC Type B packaging maintenance list	Information	COR / CBFO Transportation Certification Specialist (SME Standiford)	Monthly or as changed	10/31, 11/30, 12/31, 1/31, 2/28, 3/31, 4/30, 5/31, 6/30, 7/31, 8/30, 9/31
101	I.137(f)	Contractor Self-Assessment	Information	CO/ COR	Annual	10/30
102	G.4	Monthly Cost Report	Information	CO	Monthly	11/15, 12/17, 1/16, 2/18, 3/18, 4/15, 5/15, 6/17, 8/15, 9/17, 10/15
103	H.5	Pension Plan Changes	Approval	CO	60 days prior to change	*9/30
104	I.91(b)(1)	Property Management Plans, Systems, Procedures	Approval	CO	30 days after assuming contract	10/31/2012
105	I.91(f)(1(iv)	Report of Physical Inventory	Approval	CO	Annual	NLT 9/30
106	I.118	Lessons Learned – Mentor Protégé	Information	CO	End of Contract	*9/30/20
107	I.118	Mentor Protégé Reports	Information	CO	Every 6 months	Every six months after award to mentor protégé
108	H.42	Labor Relations “Report of Settlement”	Information	CO	30-60 days after formal ratification of bargaining unit contract	*9/30
109	Deleted	RESERVED	-	-	-	-
110	H.47	Annual Community Commitment Plan	Information	CO	Annual	10/31
111	H.47	Progress reports on Community Commitment Plan progress	Information	CO	Semi-Annual	4/30, 10/31
	Delete	RESERVED				
	Delete	RESERVED				
	Delete	RESERVED				
115	H.5	ibenefits Quarterly Data Call	Information	CO	Quarterly	*10/31, 1/31, 4/30, 7/31
116	H.59	M&O 1 st tier Subcontract Reporting through the MOSRC System	Information	CO	Monthly and Annual beginning 11/1/16	20th of each month
117	I.16 – FAR 52.204-10	FSRS 1 st tier subcontract reporting at http://www.fsrs.gov	Information	CO	Award of subcontract exceeding \$30k	End of month following month of subcontract award exceeding

Section J – Attachment G – Contract Deliverables List

* These deliverables are subject to change based on DOE/CBFO Guidance (data call, schedule or customer request)						
#	Deliverable Reference	Deliverable	DOE Action	CBFO Recipient/ Approver	Deliverable Due	Due Date
						\$25K and any modifications
118	I.16 – FAR 52.204-10	Reporting of Executive Compensation at http://www.sam.gov	Information	CO	Annual	12/15
119	H.63 and EM Cleanup Policy	Performance Baseline of Cost, Scope, and Schedule of Site Work	Approval	CO / COR / Federal Cleanup Director	Beginning with Mod 187 and Annual thereafter	9/30
120	H.64 and DOE O 430.1C	Five-Year EM TRU Waste Master System Plan and Site Plan-updated semi-Annual to identify changes in TRU waste inventory and changes to financial investments for sustainment of real property assets to support DOE strategic plans, program guidance, and Departmental performance targets.	Information	COR / Office of Project Management Director	Beginning with Mod 187 and Semi-Annual updates thereafter	3/31, 9/30
121	H.22	Earned Value Management System Reports	Information	COR / Federal Project Director	Periodic per I.84	Periodic per I.84
122	C.3.1.5	List of GFE maintenance affected by shipping schedule, budget, or funding constraints for FY20 and beyond	Information	CO	Annual	9/30

PERFORMANCE EVALUATION AND MEASUREMENT PLAN

FY2022 - OCTOBER 01, 2021 THROUGH SEPTEMBER 30, 2022

CONTRACT DE-EM0001971

Revision 3 dated March 22, 2022

I. INTRODUCTION

This Performance Evaluation and Measurement Plan (PEMP) contains a standard process for development, administration, and coordination of all phases of the fee determination process consistent with Section B.2-2(a) Total Available Award Fee table (CLINS 1-13) of the subject contract.

II. ORGANIZATIONAL STRUCTURE AND DUTIES

The following organizational structure is established for administering the fee provisions of the contract.

A. Roles and Responsibilities

1. Fee Determination Official (FDO)

The Head of Contracting Activity (HCA) has appointed the Carlsbad Field Office (CBFO) Manager as the FDO. The FDO determines the final performance fee amount based upon all the information furnished and assigns a final percent of performance fee amount that can be earned for the evaluation period. The FDO will notify the CBFO Contracting Officer (CO) and Contracting Officer Representative (COR) in writing or via electronic correspondence of his/her final determination of that performance fee amount.

2. CBFO Manager

The CBFO Manager or qualified designee will be the point of organizational authority within CBFO for: development and coordination of the PEMP which includes the Fee Plan (FP); approval of minor changes to the PEMP; obtaining HCA approval of major changes, if required; performance monitoring; performance validation; performance reporting; and payment of fees related to Performance Based Incentives (PBIs). The primary responsibilities of the CBFO Manager are to:

- 1) Develop and establish the evaluation criteria and incorporate them into the PEMP.
- 2) Ensure appropriate coordination of performance expectations and the evaluation criteria with Headquarters (HQ) program and policy organizations.

- 3) If required, submit the PEMP and/or the evaluation criteria for necessary HCA approval and headquarters reviews.
- 4) If required, in conjunction with the CO and COR, coordinate major changes with the HCA and provide minor changes to performance expectations and the evaluation criteria to the HCA.

3. CBFO CO

- 1) The CBFO CO is an advisor and negotiator in the development and establishment of the PEMP, including the evaluation criteria and available fee amounts.
- 2) The CBFO CO will forward the approved PEMP, including the evaluation criteria and available fee amounts to the Contractor through a contract modification.
- 3) The CBFO CO will prepare a letter for the FDO's signature notifying the Contractor of the amount of performance fee earned by the Contractor for the evaluation period. This notification will identify specific areas of strengths and areas of improvement in the Contractor's performance.
- 4) The CBFO CO will unilaterally modify the contract to reflect the FDO's final determination of the amount of performance fee earned by the Contractor for the evaluation period. The modification will reflect earned and unearned fee for the evaluation period and will be issued to the Contractor within 14 calendar days after the CBFO CO receives the FDO's decision.

4. CBFO COR

- 1) The CBFO COR is responsible for providing technical direction to the Contractor in accordance with the contract clause H.10 Technical Direction – DEAR 952.242.70 (DEC 2000).
- 2) The CBFO COR provides performance oversight to ensure the products and services are delivered by the Contractor in accordance with the terms and conditions of the contract, including quality.
- 3) The CBFO COR leads the technical component of the negotiation of the fee criteria and fee allocations with the Contractor.
- 4) The CBFO COR appoints and works closely with the CBFO Technical Monitors (TMs) to evaluate performance against evaluation criteria and address any proposed modifications to these criteria.
- 5) The CBFO COR performs periodic reviews of the Contractor to evaluate progress towards completion of requirements for Performance Based Incentives (PBIs) and recommends final fee.
- 6) The CBFO COR supports the CBFO CO and CBFO Manager by ensuring that all technical components of the work are closely monitored and that they have the information required to effectively accomplish their duties as defined by this plan.

5. CBFO TMs

The on and off-site TMs assist the COR in carrying out the following responsibilities as requested:

- 1) Develop the evaluation criteria related to their assigned areas.
- 2) Assist in negotiation of the evaluation criteria and fee allocations with the Contractor, if requested by the CO or COR.
- 3) Review the Contractor's request for change to the evaluation criteria and recommend approval or disapproval to the CO and COR.
- 4) Monitor, evaluate, assess and validate the Contractor's performance against the subjective criteria and the PBIs in the PEMP.

6. CBFO Staff

- 1) As requested by the FDO, CO, COR, TMs, or supervisor, evaluate the performance of the Contractor in areas specific to their oversight responsibilities.
- 2) Evaluate fee supporting documentation submitted by the Contractor and provide documentation of the evaluation to the appropriate TM, COR or CO.

III. PEMP DEVELOPMENT PROCESS

While PEMP incentives may be unilaterally developed by the Department of Energy (DOE), a teaming approach between the CBFO and the Contractor provides significant benefits. When incentives are developed jointly, performance expectations are better understood by the parties and tend to focus more on substantive outcomes. A teaming approach enhances communication and partnering between and among the parties, which results in greater trust, openness, alignment, and cooperation for achieving DOE's goals and objectives.

The evaluation criteria and fee amounts were developed by the COR in consultation with the CBFO Manager, the CO, and TMs, as applicable. In addition, CBFO met with Contractor personnel to discuss the content of this PEMP. HCA approval was obtained.

Approval by the COR, CO and the CBFO Manager will be required for any changes to the evaluation criteria and fee allocation. If the change results in an increase in the fee amount(s), HCA approval is required. Any changes should be made by June 30, 2022 of the performance year to ensure that the Contractor has ample opportunity to accomplish the work during the performance period. Changes to the allocation of fee during the performance period should not be made to benefit or penalize the Contractor and the fee amounts should not be modified unless there are substantial budget modifications (in accordance with Section B, Supplies or Services and Prices/Costs, of the contract). The Contractor should be appropriately compensated for any performance toward abandoned or modified evaluation criteria. This includes when actions fall out of the control of the Contractor and DOE cannot provide sufficient alternatives by allocating the fee to another evaluation criterion or criteria. The CBFO CO should provide at least 30 calendar days advance notice to the Contractor of any changes to the evaluation criteria and fee allocation. At the discretion of DOE in consultation with the Contractor, if an evaluation criterion is

cancelled or modified, any fee associated with that criterion may be allocated to another evaluation criterion or criteria. This reallocation requires concurrence by the DOE Environmental Management Consolidated Business Center (EMCBC) and approval by the EM HCA.

The amount of fee earned by the Contractor is within the sole discretion of the FDO. The Contractor may express disagreement with the fee determination; however, the final amount of fee earned is the FDO's unilateral decision. If the Contractor does not agree with the final decision of the FDO, the Contractor may dispute the assessment under the Disputes clause of this contract.

IV. EVALUATION CRITERIA

The performance fee amount will consist of 1) a subjective fee component and 2) an objective fee component. All earnable fee is at risk.

A. Subjective Criteria

Subjective criteria have been established that include Quality, Schedule, Cost Control, Management, and Regulatory Compliance. These subjective criteria may be adjusted on an annual basis. In addition, these criteria are not to be all-inclusive in the evaluation of the subjective portion of the PEMP. CBFO may consider other related performance information and data when evaluating the Contractor's performance for the subjective portion of the fee. The fee amount associated with the subjective component of the criteria will not exceed 35% of the available fee during FY2022 and are apportioned amongst the five weighted criteria as follows: (1) Quality – 20%; (2) Schedule – 15%; (3) Cost Control – 20%; (4) Management – 30%; and (5) Regulatory Compliance – 15%.

Areas within an evaluation criterion are not sub-criteria and will not be individually rated but considered in the overall evaluation for that particular evaluation criterion. If significant problems are identified in the evaluated performance for any particular criteria (i.e., Quality, Schedule, Cost Control, Management, and Regulatory Compliance.), the fee allocation scheme may be revised at the discretion of the FDO to appropriately reflect the impact of the identified problems.

The FDO may directly reduce the otherwise earned fee amount as a result of citations issued by the Mine Safety and Health Administration (MSHA) in the performance period.

The total fee available for the Subjective Criteria is 30% of the Total Available Fee, not to exceed (NTE) \$\$4,673,092 (30% of \$15,576,972). The maximum fee available for each of the following five subjective criteria is specified below next to each criterion as a percentage of the total fee available for the Subjective Criteria and corresponding monetary amount. The following criteria are aligned with the evaluation criteria in the Contractor Performance Assessment and Reporting System (CPARS).

1. Quality (20% - \$934,618) – The Quality of the Contractor’s performance will be evaluated in the following areas including:
 - 1) Compliance and implementation of the prime contract requirements, and the quality and effectiveness of its implementing policies, plans, and procedures. This includes commitments made to DOE. The implementation of a DOE-approved Contractor Assurance System (CAS) in accordance with DOE policies and requirements as specified in the contract to ensure work is being performed safely, securely, and in compliance with all requirements; risks are being identified and managed; CAS requirements are flowed down to subcontractors; and systems of control are effective and efficient. The evaluation will include whether the CAS provides sufficient information for DOE to perform oversight verification of Contractor performance and to provide DOE a feedback process.
 - 2) The quality of the issues management process defined as: effective and timely identification, management, correction, reporting and resolution of items/issues/deficiencies. The effective use of the electronic issues management systems (e.g., WIPP Forms, ICE issues, CARs, Devonway issues, etc.) for all open items/issues/deficiencies. The thoroughness of the response to items/issues/deficiencies to prevent recurrence, including the manner and adequacy of tracking, trending, and root cause/lessons learned analyses, reporting, and formal closure process. No corrective actions or condition reports (or equivalent) are open for longer than 1.5 years and 75% of corrective actions or condition reports are corrected within 9 months. For conditions that require more than 9 months to adequately correct, CBFO COR approval is required. Canceling or closing corrective actions or condition reports without the necessary evidence and back-up to support the closure of the corrective action or condition report may result in DOE counting the item as open.
 - 3) The quality and effectiveness of all contractual deliverables, including, but not limited to regulatory submittals (e.g., reports, permit modification requests, planned change requests/notices, etc.), Safety Basis Documents, human resources deliverables, optimization plans, Security Plans, Baseline documents and associated risk management plans, etc.
 - 4) The performance of Surveillance and Maintenance (S&M), work planning, and work control activities.
 - 5) The successfulness in meeting program or project quality objectives such as producibility, reliability, maintainability and inspectability to include material control, shop planning and control, and status.
 - 6) Performance in maintaining and implementing an effective Quality Assurance program, with emphasis on NQA-1.
 - 7) The development and use of high-quality media to effectively communicate WIPP-related information to stakeholders.

2. Schedule (15% - \$700,964) – The Contractor’s schedule performance will be evaluated in the following areas including:
 - 1) Performance in managing the waste transportation schedule;
 - 2) The status of overall and specific program/project performance against the approved Integrated Performance Measurement Baseline (IPMB); the management and recovery of schedule variance; and the effectiveness of schedule variance mitigation strategies;
 - 3) Timeliness of submitting Notifications of Contractual Changed Conditions;
 - 4) Timeliness of submitting Baseline Change Proposals and Programmatic Change Requests to DOE;
 - 5) The timeliness of all submittals to DOE including Regulatory documents; contract documents such as Notifications of Contract Changed Conditions; and, project documents such as Baseline Change Proposals and Program Change Requests, to provide sufficient time for review, comment resolution, and revision in advance of document due dates or impacts to work. Submitted documents shall be of sufficient quality to not require significant re-work by DOE. 100% of deliverables must be provided on time to achieve at least a satisfactory rating;
 - 6) The timeliness of completion of the approved IPMB field work, as applicable.
 - 7) The timeliness of the Contractor’s response following requests for in-scope support or for information/reports. The minimization of deferred-maintenance on equipment or systems that are related to safety (regardless if they are accredited in the Safety Basis Documents or Technical Safety Requirements [TSRs]). In addition, the completion of repairs within a timely manner to all system impairments on safety related systems.
 - 8) The Contractor will be evaluated on the timeliness for completing TSR surveillances. 100% of all TSR surveillances must be completed prior to the end of the grace period AND 80% of all TSR surveillances must be completed prior to entering the grace period.
 - 9) The timeliness of completing scheduled Preventative Maintenance (PM) actions, as specified in the Contractor’s computerized maintenance management system (e.g., CHAMPS). Timeliness is defined as: 95% of all scheduled PM actions must be completed on or ahead of schedule AND no more than 5% of scheduled PMs may be delayed/deferred or canceled without written concurrence from DOE.
 - 10) The timeliness of awarding subcontracts.
 - 11) The timeliness of review and closure of SSCVS construction work packages.

3. Cost Control (20% - \$934,618) - The Contractor's cost control performance will be evaluated in the following areas including:
 - 1) Reduce FY2022 Carryover (FY2022 new budget authority plus FY2021 Carryover) in PBS CB-0020, CB-0080, CB-0081 and CB-0090 to no more than 8 weeks of average operational costs to account for funding allocation issues associated with Continuing Resolution. DOE expects the Contractor to manage its authorized and obligated funds across multiple fiscal years to maximize performance and accelerate schedule. The Contractor shall assume 100% fee for this calculation.
 - 2) The management of all obligated funds to preclude anti-deficiency and shall include in all subcontracts the appropriate clauses to allow termination with minimal cost impacts to the project.
 - 3) Long range planning to control costs.
 - 4) Ability to accurately project the Estimates at Completion (EACs).
 - 5) Effectiveness/accuracy of the Earned Value Management System (EVMS) and operations activities cost reporting and the development and implementation of cost mitigation strategies to recover cost variances.
 - 6) The overall cost performance on an annual basis as measured against the final contract value and Contract Performance Baseline (CPB). DOE may use any relevant information in this evaluation, (for example CPB, EVMS, use of MR, etc.). The actual costs for this performance period shall be within the baseline (CPB as of the end of the performance period) and the final contract value as of the end of the performance period.
 - 7) The ability to stay within the approved IPMB for the work completed, as applicable.
 - 8) The effectiveness in forecasting, managing, and controlling contract cost, including identification and notification to DOE of cost estimates exceeding available funding and implementing timely corrective actions.
 - 9) The proper use of Management Reserve (MR) (realizing risk –both positive and negative).
 - 10) The performance of tasks in the most cost-effective manner consistent with approved IPMB, and effectiveness of program/project cost reporting and systems.
4. Management Performance (30% - \$1,401,927) - The Contractor's management performance will be evaluated in the following areas including:
 - 1) The effectiveness of business office programs, which includes but is not limited to Human Resources, Accounting, and Procurement.

- 2) The effectiveness of the Contractor's program for talent development with a focus on developing the workforce for future mission needs.
- 3) Effective execution of approved IPMB and ad hoc schedules.
- 4) Performance in meeting Strategic Sourcing goals.
- 5) Information Resource Management that provides a secure, reliable, and efficient Information Technology infrastructure along with timely software application development and deployment.
- 6) Positive public relations are maintained to ensure the continued overall program improvement initiatives are communicated effectively to stakeholders and stakeholder support, outreach and interaction (i.e., communication with states/tribes and first responders, training, and roadshows) is maintained.
- 7) The responsiveness to reviews, assessments, and inquiries from external organizations (e.g., Capital Asset Project Peer Reviews, Defense Nuclear Facility Safety Board Inquiries, Office of Enterprise Assessment reviews, etc.).
- 8) Overall effective management of the underground mine operations.
- 9) The safety programs reflect a mature and effective safety culture that fosters an environment where workers are free to express concerns related to safety.
- 10) The Contractor has an effective safety and health program appropriately tailored for the uniqueness of mine operations, including maintaining safe underground conditions above a safety factor of 1.5.
- 11) Effectiveness of the Emergency Management Program including the development and implementation of a long-range plan to ensure that an adequate numbers and capability of emergency response equipment (e.g., fire engines, ambulances, etc.) are available (maintained and operable) with the capability to respond to on-site emergencies at all times.
- 12) Effective performance in Real Property Management.
- 13) Demonstrate effective subcontract management, including subcontract administration and ensuring subcontracted work and staff are fully compliant with governing programmatic/project requirements. Contractor will monitor subcontractor performance to ensure compliance with all requirements including small business subcontracting plans, Buy American

Act, and applicable labor statutes.

- 14) Demonstrate proactive communication with the Corporate Officials and parent companies to identify project issues early and resolve by briefing CBFO Management on a quarterly basis regarding performance issues and mitigative/corrective actions.
- 15) Maintain scheduled WIPP Plant availability (systems and equipment are operable) to support TRU waste disposal operations and ability to overcome unplanned impacts to plant availability.
- 16) Maintain Central Characterization Program waste characterization capability (e.g., Non-Destructive Examination, Non-Destructive Assay, Flammable Gas Analysis, etc.) and availability (systems and equipment are operable) at assigned sites.
- 17) Performance in managing and continuous process improvement in TRU waste emplacement procedures and their implementation.
- 18) Performance in providing adequate monitoring service for in route shipments.
- 19) Performance in managing the Centralized Procurement Program for Department of Transportation (DOT) Type A transportation assets.
- 20) Maintain availability (maintenance current and available for use) of Nuclear Regulatory Commission (NRC) Type B transportation assets to support TRU waste shipments.
- 21) The implementation of ISMS and Environmental Management Systems (EMS). DOE's verification of the Contractor's ISMS/EMS must result in no Significant Conditions Adverse to Quality (SCAQ).
- 22) Implement effective partnering between CBFO and NWP; the effectiveness of senior managers with regard to overall contract management, effectiveness of support to DOE, providing leadership to the work force, responsiveness to concerns/issues, and ensuring an overall positive safety and performance culture. Qualification, performance, effectiveness and availability of Key personnel will be considered.
- 23) The effectiveness in coordinating with and applying lessons learned from one site to the other or other DOE/Commercial sites when implementing similar operations/activities.
- 24) The effectiveness of coordination with the CBFO Program Participants (i.e., CTAC, SNL-CPG, LANL-CO) and the TRU Waste generator sites.
- 25) The ability to achieve and maintain DART and TRC rates below the EM DART and TRC goals.

- 26) The ability to achieve at least 85% of the DOE approved Performance Objectives, Measures, and Commitments (POMCs).
 - 27) The overall effectiveness of the Contractor's Management approach to execute the terms of the contract.
 - 28) Demonstrate effective use of domestic suppliers of PPE and timely delivery of PPE.
 - 29) Performance in managing COVID-19 activities. Protecting the health and safety of the workforce as it relates to the actions it took to proactively mitigate the spread of COVID-19.
5. Regulatory Compliance (15% - \$700,964) – The Contractor's regulatory performance will be evaluated in the following areas:
- 1) Performance against Compliance Recertification Application requirements.
 - 2) Performance against WIPP Hazardous Waste Facility Permit (HWFP) requirements (Notices of Violation (NOVs) are not acceptable.
 - 3) Performance against DOE Hazard Category II Nuclear Facility requirements.
 - 4) Contractor's Environmental Management System fosters continuous improvement.
 - 5) Performance against TRU waste transportation requirements.
 - 6) Performance against implementing and maintaining a compliant Safeguards and Security Program.
 - 7) Performance against implementing and maintaining a compliant Cyber Security Program.
 - 8) Performance against all other regulatory requirements (e.g., Executive Orders, DOE Policies, DOE Orders, DOE Standards, Federal regulations, applicable State and Local regulations/statutes, permits, etc.).
 - 9) Performance against 10 CFR 851 (Worker Safety and Health) requirements, which includes compliance with MSHA requirements.
 - 10) Business/Accounting system/practices are in compliance with all applicable regulations (DOE Polices, Orders, Standards, FAR, etc.).

B. Objective Criteria

Performance Based Incentives (PBIs):

PBIs are typically characterized by objectively measurable evaluation of Contractor performance. Such incentives reflect specified criteria against which actual performance will be evaluated. In most cases, PBIs will be evaluated based on quantifiable measurements in the form of a metric (e.g., a unit processing rate) or a milestone (e.g., completion of a task on or before a scheduled date).

PBIs have specified fee allocated and payable upon completion of identified levels of work accomplished.

PBIs will be measured and evaluated at the end of the fiscal year or on a schedule negotiated with the Contractor.

The current PBIs can be found starting on page 14, Attachment 1, Performance Based Incentives.

C. Minimal Performance Expectation

If the Contractor receives a rating of "Unsatisfactory" for any of the five subjective fee criteria, then the maximum fee the Contractor can earn under the Performance Based Incentive within the Objective Fee Component is 50% of the Maximum Available Incentive Fee specified on page 14, in Section II of Attachment 1, Performance Based Incentives.

The overall project performance (Estimate at Completion is greater than or equal to Contract Budget Base [PMB+MR]) must be maintained, otherwise only up to 50% of the individual PBI metric/milestone 2 fee can be earned.

The total fee available for the Objective Criteria is 70% of the Total Available Fee, NTE \$10,903,880 (70% of \$15,576,972).

II. PERFORMANCE EVALUATION AND FEE DETERMINATION

A. Monitoring and Evaluation of Performance

1. Monitoring Performance: CBFO will monitor Contractor performance against the established subjective and objective evaluation criteria throughout the year and term of the PBI(s). Performance feedback to Contractor will be provided periodically throughout the year.
2. Evaluating Performance: The Contractor shall submit a self-assessment within 30 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.

3. The CBFO will review the Contractor's self-assessment as part of the final fee determination. An unrealistic self-assessment may result in lower performance fee amount determinations. Deficiencies noted by the Contractor may be reflected in the Government's evaluation. The self- assessment itself will not be the basis for the performance fee determination.

CBFO will perform evaluations of all subjective and objective evaluation criteria including validating the Contractor's performance. Performance evaluations will include, but will not be limited to: physical walk-throughs, documentation of accomplishments, review of Contractor PBI invoices, and any other methods that can validate the established evaluation criteria. Validation is accomplished before payment of earned fee can be made. Validation of performance is documented by CBFO.

The FDO with input from CBFO staff will determine the amount of PBI fee earned. This determination is purely discretionary, and is based solely on the judgment of the FDO. There is no minimum or partial PBI fee that must be granted based on the FDO's review. The review is qualitative, not quantitative and the Contractor will not necessarily be granted any fee for its percentage complete of PBI metrics/ milestones if those metrics/milestones are in fact, not 100% completed by the metric/milestone dates (completion of any particular metric/milestone will be determined by the DOE in accordance with the contract). It is within the FDO's discretion to grant no fee for incomplete metrics/milestones no matter what percent complete those metrics/milestones are at the metric/milestone dates.

Within 30 calendar days of receipt of the Contractor's request for fee payment for progress toward and completion of requirements to meet PBI metrics/ milestones, CBFO will either authorize payment of the invoice or return it to the Contractor for clarification or further information.

CBFO will conduct an annual performance reviews which will be prepared 30 calendar days after receipt of the Contractor's self-assessment. A late Contractor's self-assessment may negatively impact the evaluation of the Contractor's management during the evaluation period. A consolidated report will be prepared by the COR with assistance from the Alternate COR(s) and input from the technical monitors and submitted to the FDO for determination of the final fee for the period. This consolidated report will include both an evaluation of the subjective criteria and an evaluation of the PBIs (including those completed earlier during the performance period).

For evaluating each subjective criterion (i.e. Quality, Schedule, Cost Control, Management, and Regulatory Compliance), the following adjectival ratings will be used:

EXCELLENT	Contractor has exceeded almost all of the performance requirements of the applicable criterion for the award-fee evaluation period.
VERY GOOD	Contractor has exceeded many of the performance requirements of the applicable criterion for the award-fee evaluation period. All unsatisfactory performance identified for the criterion during the period was considered minor in nature and has been addressed appropriately.
GOOD	Contractor has exceeded some of the performance requirements of the applicable criterion for the award-fee evaluation period. Some unsatisfactory performance may have been identified for the criterion during the award fee evaluation period, but it had limited impact and has been addressed.
SATISFACTORY	Contractor has generally met the performance requirements of the applicable criterion for the award-fee evaluation period. Any unsatisfactory performance has been or is in the process of being addressed.
UNSATISFACTORY	Contractor has failed to meet the performance requirements of the applicable criterion for the award-fee evaluation period.

The following is applied to the final adjectival rating(s) for the subjective evaluation criteria:

Adjective Rating	Percentage of Subjective Component Fee Earned
EXCELLENT	91 to 100%
VERY GOOD	76 to 90%
GOOD	51 to 75%
SATISFACTORY	No greater than 50%
UNSATISFACTORY	0%

Provisional fee may be requested and drawn by the 25th calendar day of each month up to one-twelfth (1/12th) of 60% of the total available fee allocated to the award fee.

PBI fee may be requested by and given to the Contractor provisionally until the applicable metric/milestone is met as described and allowed in the PBI section.

B. Fee Pool

Fee which is not earned due to nonperformance of the performance incentive requirements set forth in the PEMP shall not be returned to the fee pool, but shall be forfeited. Fee not awarded under the subjective criteria portion of this plan shall not be carried over to additional performance periods and will be forfeited.

At the discretion of DOE, if an evaluation criterion is cancelled or modified, any unearned fee may be allocated to another evaluation criterion or criteria. This reallocation requires concurrence by the DOE Environmental Management Consolidated Business Center (EMCBC) and approval by the EM HCA. Fee which is not earned due to nonperformance of the performance incentive requirements set forth in the PEMP shall not be returned to the fee pool, but shall be forfeited.

PERFORMANCE BASED INCENTIVES (PBIs)

SECTION I – GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #1 Performance Period: 10/01/21 – 09/30/22

Performance Incentive Short Title: WIPP and NTP Incentives

Revision Number and Date: Revision 3, 03/22/2022

SECTION II – ACCOUNTING/PROJECT INFORMATION

Contract Performance Baseline (CPB)	Maximum Available Incentive Fee
Anticipated est. Funding: \$260,100,000	Associated with this Measure: \$10,903,880 (70% of \$15,576,972)

CBFO Management Control Packages: N/A

SECTION III – INCENTIVE INFORMATION

Difficulty:	High	<input checked="" type="checkbox"/>	Medium	<input type="checkbox"/>	Low	<input type="checkbox"/>
Duration:	Annual	<input checked="" type="checkbox"/>	Multi-year	<input type="checkbox"/>	Semi-annual	<input type="checkbox"/>
Fee Payment Type:	Completion	<input checked="" type="checkbox"/>	and Progress	<input checked="" type="checkbox"/>	and Provisional	<input checked="" type="checkbox"/>

SECTION IV – PERFORMANCE MEASUREMENT AND PERFORMANCE REQUIREMENTS

DESCRIPTION: Recognizing that managing the safe disposal of TRU waste is CBFO’s primary mission, this PBI represents a fee model in which earnings are at risk and the Contractor is paid when specific WIPP operational and achievable programmatic results are achieved. This PBI has an added difficulty component due to the work that must be completed by generator sites and the approvals that must be granted from the regulators to achieve the desired results that are not under the direct control of the Contractor or funded by the Contractor. Fees will be earned for the following:

1. Completing high priority WIPP operational activities;
2. Completing WIPP line item capital asset projects;
3. Completing General Plant Projects (GPP), infrastructure projects, and major maintenance activities to overcome degraded conditions at WIPP;
4. Completing high priority National TRU Program (NTP) activities.

DEFINE COMPLETION: *Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.*

Metric/Milestone 1: The Contractor will earn a maximum of \$5,437,893 in fee for completion of the following high priority WIPP operational activities.

- A. The Contractor will earn a maximum of \$100,000 to complete the Panel 8 outfitting and submittal of certification for emplacement by March 31, 2022.
- B. The Contractor will earn a maximum of \$1,024,000 for the emplacement of Transuranic (TRU) waste containers from a total of 208 shipments by March 31, 2022. The Contractor will earn \$4,720 per shipment of TRU waste emplaced through 160 shipments. After emplacing 160 shipments of TRU waste, the Contractor will earn \$5,600 per shipment of waste emplaced for up to the next 48 shipments of waste emplaced by March 31, 2022. The Contractor will earn an additional maximum of \$1,564,200 for the emplacement of TRU waste containers from a total of 218 shipments from April 1, 2022 to September 30, 2022. The Contractor will earn \$5,600 per shipment of TRU waste emplaced through 117 shipments (out of the 218). After emplacing 117 shipments of TRU waste, the Contractor will earn \$9,000 per shipment of TRU waste emplaced for up to the next 101 shipments of waste emplaced by September 30, 2022. STRETCH: After emplacement of the 218 TRU waste containers, the Contractor may earn \$20,000 for each shipment received and emplaced from April 1, 2022 through September 30, 2022 from FY2022 unearned fee (stretch fee cannot exceed unearned fee). No considerations will be given for maintenance issues or weather impacts.
- C. The Contractor will earn a maximum of \$336,193 for the procurement of a battery-electric roof bolter by November 30, 2021, guaranteeing delivery to the WIPP site by September 30, 2022, and by performing a power feasibility study and determining the load requirements, system upgrades, and modifications for the implementation of a battery-electrical fleet in the WIPP Underground with a scheduled completion by March 31, 2022. Supply chain issues will get consideration.
- D. The Contractor will earn a maximum of \$828,000 for completion of rough-cut/final cut mining S- 700, S-850, and S-1000 drifts from W-170 to W-1970, including crosscuts at W-620, W- 960, W-1300, W-1640, and W-1970 by September 30, 2022. Progress will be pro-rated based on tons of salt mined at a rate of \$13.80 per ton. STRETCH: For each ton of salt mined in excessive of 60,000 tons, the contractor will earn \$25.00 per ton from unearned fee (stretch fee cannot exceed unearned fee).
- E. The Contractor will earn a maximum of \$250,000 for the completion of rehabilitating the Underground Facility Engineer's (UFE) office. This includes removing the current bulkhead, mining floor, extending the office 15 feet (approximately 800 tons), installing a new bulkhead, including additional work to demo and reinstall utilities and fire suppression, install a complete subfloor, and disposing of the waste by August 15, 2022.
- F. The Contractor will earn a maximum of \$485,500 for the completion of the removal of the current Miner's Lunchroom and establishing a new Miner's Lunchroom in the WIPP Underground by June 30, 2022.
- G. The Contractor will earn a maximum of \$500,000 for completion of initiatives required for WIPP readiness to receive PuOx shipments in Criticality Control Overpack (CCO) from SRS. Work will include DSA revision, WAC revision, RMSA program

development and implementation, empty TP TID seal program, and WIPP facility operational enhancements. Contractor scope does not include actions related to CBFO Certification of SRS K-Area operations. CBFO will perform a readiness assessment by 9/30/2022. No consideration of DOE delay in review of documents.

- H. The Contractor will earn a maximum fee of \$350,000 for the receipt and placement into service, and taking the 3 old haul trucks out of service of three Battery-Electric cassette units (haul trucks) by September 30, 2022.

Payment Metric/Milestone 1: For completion of Metric/Milestone 1 activities above, the Contractor will submit a request for payment earned based upon the completed activities. The fee request submitted by the Contractor will include the applicable objective evidence documentation for verification of the completion/progress claimed by the Contractor. This documentation will include high quality photographs with captions, procurement records, design records, and both the Contractor's Project Subcontractor Technical Representative (PSTR) records and subcontractor's records, documenting the status of each of the activities, as applicable. For Metric/Milestone 1.D, the Contractor may submit a request for payment on a quarterly basis with the number of tons of salt mined. CBFO will verify the requests submitted by the Contractor by performing assessments to validate completion of the activities.

The maximum available fee for Metric/Milestone 1 is \$5,437,893.

Metric/Milestone 2: The Contractor will earn a maximum of \$1,500,000 in fee for completion of the following construction activities of the line item capital asset projects 15-D-411 Safety Significant Confinement Ventilation System (SSCVS) and 15-D-412 Utility Shaft (US) project.

The overall project performance* (Estimate at Completion [EAC]: Total Allocated Budget (TAB) [Contract Budget Base (CBB) plus implemented Over Target Baseline (OTB)]), shall be met in order to earn 100% of the individual PBI metric/milestone fee. In the event EAC is greater than TAB, only up to 50% of the individual PBI metric/milestone fees may be earned. All schedule dates may be subject to change based upon the realization of risks and opportunities and the application of DOE held schedule contingency identified for those risks and opportunities documented by the appropriate Risk Management Plan for each project.

* When the BCPs are approved and a determination is made to revert from an OTB/OTS, the overall project performance will be measured as (Estimate at Completion [EAC] :5 Contract Budget Base (CBB) [Performance Measurement Baseline {PMB} plus Management Reserve {MR}]).

- A. SSCVS - Completion of the Salt Reduction Building shell by December 31, 2021 will earn the contractor \$120,000 (100%) of fee available for this element. No fee may be awarded after December 31, 2021. For purposes of this PBI, completion of the shell includes installation of all precast wall panels (2, A, 13, E), precast columns and beams, and precast roof panels (7" and 8") (Activity ID: Precast80, Precast60, and Precast30,). This excludes the 4 West wall precast panels, identified as FIP28, FIP28, FIP29, and FIP30.
- B. SSCVS - Complete installation of all the Salt Reduction Units into the Salt Reduction Building (Activity ID: MSSRUBL3000– Install all 6 Salt Reduction Units (scrubber units and demisters) by July 31, 2022 will earn the contractor \$130,000 (100%) of fee available for this element. No fee awarded after July 31, 2022.

- C. SSCVS – Complete 90% of the New Filter Building structure (Activity ID: MSNFBBL3070 – NFB Weathertight final activity milestone; evaluated by the 93 predecessor activities leading to this final milestone) by September 30, 2022 will earn the contractor \$450,000 of fee available for this element. No fee awarded after September 30, 2022 and no sliding scale/prorated option
- D. US - Complete the exhaust stack subproject including all project activities leading up to the final activity (Activity ID: ES06, Project Completion) by April 30, 2022 will earn the contractor \$185,000 (100%) of fee available for this element. No additional COVID considerations will be accounted for AND no fee will be earned after April 30, 2022. Does not include closeout project documentation, but does include any specific activities specified in the schedule required to reach ES06, such as as-builts, punch list, removal of fence, demobilization.
- E. US - By March 31, 2022, complete Cold Commission of the Galloway Winches (Activity ID 16.0015R – Cold Commissioning Galloway Winches) to earn \$50,000 and complete Install Galloway (Activity ID: 16.0021R – Install Galloway) to earn an additional \$100,000.
- F. US – By September 30, 2022, reach a total depth of 600 feet of excavation, will earn the contractor \$465,000 (100%) of fee available for this element. A prorated percentage of the total fee for this metric will be earned by the contractor, only if a 450 feet depth is reached. If at least 450 feet depth is reached by September 30, 2022, the prorated percentage is a straight-line derivation.

Payment Metric/Milestone 2: For completion or progress associated with the line item capital asset project's incentivized activities identified in Metric/Milestone 2, the Contractor will submit a request for payment earned based on the activities completed by Schedule ID specified above. The fee request submitted by the Contractor will include the applicable objective evidence documentation for verification of the completion/progress claimed by the Contractor. This documentation will include high-quality photographs with captions, procurement records, design records, and both the Contractor's Project Subcontractor Technical Representative (PSTR) records and subcontractor's records, documenting the status of each of the projects, as applicable. CBFO will verify the request submitted by the Contractor by performing assessments to validate completion of the activities and the dates of completions described above.

The maximum available fee for Metric/Milestone 2 is \$1,500,000.

Metric/Milestone 3: The Contractor will earn a maximum of \$1,859,987 in fee for completion/progress of the following General Plant Projects (GPP), major maintenance, and major items of equipment activities to overcome the aging and degraded conditions at WIPP

- A. Completion of the Fire Water Loop Phase 1 & 2 south section and being tied into the Utility Shaft by December 31, 2021, Schedule ID: FLP-11685, will earn the contractor \$300,000 of fee available for this metric/milestone.
- B. Completion of the surface excavations, fiber installation and backfill for the PA System upgrade by February 1, 2022, Schedule Activity ID: PA-SI-1020, will earn the contractor \$200,000 of fee available for this metric/milestone.

- C. Completion of the installation of 1700 linear feet of fire water piping and tie-in one building to the recapitalized fire suppression water loop for the Phase 3 Fire Water Loop Project by April 30, 2022, will earn \$450,000 of fee available for this metric/milestone.
- D. Receipt of the new above ground fuel tanks and the completion of the concrete apron that supports the new fuel tanks by March 31, 2022, will earn the contractor \$250,000 of fee available for this element. Schedule Activity IDs will be identified once both of these subcontracts have been placed and the vendor schedule submitted and approved by NWP no later than December 31, 2021. Supply chain issues will get consideration.
- E. Completion of the procurement award, subcontractor schedule delivery, and submittal of the 30% design package to DOE for an Indoor Firing Range at WIPP by September 30, 2022, will earn \$359,987. Benchmark the design of the firing range at Paducah, incorporating lessons learned.
- F. Above Ground Airline Replacement – Complete the design for the re-routed airline to the underground and begin installation by September 1, 2022, will earn \$40,000.
- G. Fire Loop 1 & 2 - Complete the installation of all three fire water pumps, complete the power tie-in, and begin commissioning the new Fire Water Pump House by September 30, 2022, will earn \$60,000.
- H. Building 411/412 Fire Suppression System – Start field work by July 1, 2022, will earn \$200,000.

Payment Metric/Milestone 3: For completion/progress of the above General Plant Projects (GPP), major maintenance and repair projects, and major items of equipment (MIE) project activities specified in Metric/Milestone 3, the Contractor will submit a request for a completion/progress payment earned based on the activities completed/progress made as specified above. The fee request submitted by the Contractor will include the applicable objective evidence documentation for verification of the completion/progress claimed by the Contractor. This documentation will include high quality photographs with captions, procurement records, design records, and both the Contractor's Project Subcontractor Technical Representative (PSTR) records and subcontractor's records, documenting the status of each of the projects, as applicable. CBFO will verify the request submitted by the Contractor by performing assessments to validate the status of each the following activities as of the date of the submitted fee request.

The maximum available fee for Metric/Milestone 3 is \$1,859,987.

Metric/Milestone 4: The Contractor will earn a maximum of \$2,106,000 in fee for completion of the following National TRU Program high priority activities:

- A. Complete SRS SLB2 shipments prior to expiration of NRC exemption on December 31, 2021 to earn \$150,000.
- B. Complete 10 waste stream approvals with associated Acceptable Knowledge documents, including Chemical Compatibility Evaluations (CCE) and Basis of Knowledge for Oxidizing Chemicals (BOK) documents, as approved by the CBFO

COR, by September 30, 2022 to earn \$500,000.

- C. Maintain 8-week backlog of shippable waste (monthly rolling average, 10 scheduled shipments/week) through the first quarter of FY2022 to earn \$150,000.
- D. Certify a sufficient number of TRU waste containers to support at least a 300 shipment backlog of TRU waste exists on September 30, 2022 to earn \$350,000.
- E. Complete and issue the Acceptable Knowledge Summary Report (AKSR) revision for the Idaho National Laboratory (INL) Accelerated Retrieval Project (ARP) waste streams (Sludge, Soil, and Debris) and subsequent CCE and initial BOK documents to allow certification of the packaged ARP waste to earn \$306,000 by March 31, 2022.
- F. Award the contract for initial fabrication of 430 new 55-G1 and 365 55-G2 Shielded Container Assemblies (SCAs) and associated components by September 30, 2022 to earn \$200,000. Procurement to include SCAs, Dunnage Assemblies, HD Pallets, and Lift Fixtures. Procurement packages to include SOW, fab drawings and specifications, quality grading, and QA inspection plan.
- G. Award the contract for fabrication of 12 new Type B HalfPACT Packaging units to earn \$250,000 by August 31, 2022.
- H. Deliver HalfPACT Long Lead Material to earn \$200,000 in fee required for the fabrication of 12 new Type B HalfPACT Packaging's by September 30, 2022. The procurement includes upper and lower seal flange forgings, ASME coded flanged and dished heads, upper and lower impact limiters, ICV & OCV lock ring forgings along with the required mill-run sheet and plate material for the ICV & OCV bodies. NWP will perform the verification activities required to ensure compliance to all stipulated quality requirements have been met by the vendor.

Payment Metric/Milestone 4: For completion of Metric/Milestone 4 activities, the Contractor will submit a request for payment earned based upon the completed activities described above. The fee request submitted by the Contractor will include the applicable objective evidence documentation for verification of the completion/progress claimed by the Contractor. CBFO will verify the request submitted by the Contractor by performing assessments to validate completion of the requested activities.

The maximum available fee for Metric/Milestone 4 is \$2,106,000.

Minimal Performance Expectation

If the Contractor receives a rating of "Unsatisfactory" for any of the five subjective fee criteria, then the maximum fee the Contractor can earn under the Performance Based Incentive within the Objective Fee Component is 50% of the Maximum Available Incentive Fee specified in Section II of the Performance Based Incentive.

Circumstances Outside of the Contractor's Control

For any of the metric/milestones described below, the Contractor may request payment of fee for missed metric/milestone(s) due to circumstances outside of its control. CBFO will conduct

an assessment to confirm or refute the claim by the Contractor and submit the assessment, along with the Contractor's request, to the CBFO Fee Determining Official for a determination of fee eligible/non-eligible for payment.

DEFINITIONS

Core Areas of the Mine to Support the WIPP Mission: For ground control purposes, these areas are the following locations in the underground:

- W-30 and E-140 drifts from 0 (Zero)-E to S-2520
- W-170 drift from N-150 to S-2520
- All unfilled accessible areas of Panel 7
- Air Intake Shaft Loop
- Alcoves (Maintenance Shop, UG Services only)
- E-300 drifts from N-1400 to S-2520
- Panel 8
- 0 (Zero)-E & E-140 drifts North of N-150

Dunnage: An empty TRU waste container.

Ground Control: The use of a designed support system that is installed and maintained to support the back, side wall, or floor in places in the underground where persons work or travel in the performance of their assigned tasks. The purpose of ground control activities is to provide a safe underground work place. The primary method of ground control is the installation of roof bolts, but also involves the removal of hazardous ground whether from the roof, walls, or floor through scaling, milling, meshing, and mining and involves the mitigation of broken bolts.

TRU: Transuranic Waste. Radioactive waste containing isotopes with an atomic number greater than 92, concentrations greater than 100 nanocuries per gram, and a half-life of greater than 20 years.

TECHNICAL BOUNDARY CONDITIONS

(Fundamental technical assumptions that must be maintained in order to accomplish the work scope associated with this Performance Measure.)

None

GENERAL REQUIREMENTS

To earn award fee under this PBI, the Contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive. The objectives defined in the metrics and milestones above must be accomplished. The Contractor shall support obtaining necessary regulatory approvals to accomplish the metrics by preparing appropriate submittals with good quality, promptly responding to regulator requests for added information and coordinating the preparation of response material, coordinating hearing preparation as needed, and coordinating implementation of approved regulatory changes.

SECTION V – EARNINGS SCHEDULE

List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned. (Schedule identifies point(s) at which fee may be earned - does not define completion.)

See above in Section IV.

Fee that is not earned will be reduced from the award fee pool and is not recoverable by the Contractor, including that specified for individual milestones. If the milestone dates for the required activities cannot be met by the Contractor, the dates by which the activities must be completed may be revised prior to the milestone date at the discretion of the Contracting Officer with input from CBFO staff.