AMENDM	ENT OF SOLICITATION/MODIFIC	ATION OF CONTRACT		1 1 00
2, AMENDME	NT/MODIFICATION NO	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	1 26 5. PROJECT NO. (If applicable)
P00024		See Block 16C		
6. ISSUED B	CODE	893032	7. ADMINISTERED BY (If other than Item 6)	CODE 03003
EM-Carl	sbad		EMCBC - Carlsbad	
EMCBC			U.S. Department of Ener	av
U.S. De	partment of Energy		Carlsbad Project Office	54
	d Project Office		P.O. Box 3090	2
P.O. Bc	3		Carlsbad NM 88221	
	d NM 88221		Carrisbad NA 00221	
8. NAME AND	ADDRESS OF CONTRACTOR (No., stree	t, county, State and ZIP Code)	(x) 9A. AMENDMENT OF SOLICITATION NO.	
COLATAS	ISOLATION MINING CONT			
	enee Tucker	RACIORS, LLC	98. DATED (SEE ITEM 11)	
			BB, DATED (SEE TTEM TT)	
	JNSET HILLS RD STE 11	0	· · · · · · · · · · · · · · · · · · ·	
(eston )	/A 201905919		10A. MODIFICATION OF CONTRACT/ORI	DER NO.
	<i>6</i>		x 10A MODIFICATION OF CONTRACT/ORI 89303322DEM000077	
			10B. DATED (SEE ITEM 13)	
CODE MH	IKNRXGKKTS6	FACILITY CODE	07/11/2022	
			TO AMENDMENTS OF SOLICITATIONS	
Offers must Items 8 and separate lei RECEIVED OFFER. If each letter	15, and returning co ther or electronic communication which incl AT THE PLACE DESIGNATED FOR THE by virtue of this amendment you desire to or electronic communication makes referen	rior to the hour and date specified in pies of the amendment; (b) By ackn udes a reference to the solicitation a RECEIPT OF OFFERS PRIOR TO change an offer already submitted, toe to the solicitation and this ament	specified for receipt of Offers In the solicitation or as amended , by one of the followi owledging receipt of this amendment on each copy of and amendment numbers, FAILURE OF YOUR ACK THE HOUR AND DATE SPECIFIED MAY RESULT IN such change may be made by letter or electronic com dment, and is received prior to the opening hour and c	the offer submitted ; or (c) By NOWLEDGEMENT TO BE I REJECTION OF YOUR munication. provided
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Except as provided herein, all terms and conditions of the docume	ent referenced in Item 9 A or 10/	A, as heretofore changed, remains unchanged and in full fo	and effect.
15A, NAME AND TITLE OF SIGNER (Type or print)	//	16A. NAME AND TITLE OF CONTRACTING OFFICER	(Type or print)
Ken Harrawood, President and Prog	rap Manager	Daniel D. Burke	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
flound	09/28/2023		09/28/2023
(Signature of person authorized to sign)	03/28/2023	(Signature of Contracting Officer)	0372072023
Previous edition unusable		STAN	DARD FORM 30 (REV. 11/2016)

STANDARD FORM 30 (REV. 11/2016) Prescribed by GSA FAR (48 CFR) 53,243 In accordance with Contract Clause H.23 DOE-H-7014 Standards of Contractor Performance Evaluation (SEP 2017), Contract Clause I.227, DEAR 970.5243-1 Changes (Jul 2009) and FAR 43.103(a)(3) mutual agreement of the parties, the purpose of this modification is to: 1) incorporate the Fiscal Year 2024 (FY24) Performance Evaluation and Measurement Plan (PEMP) at contract section J, J-3; 2) revise Contract Section B, Supplies or Services and Price/Costs; 3) Revise Contract Section F, Deliveries or Performance.

The contract is modified as follows:

- 1) Fiscal Year 2024 (FY24) Performance Evaluation and Measurement Plan (PEMP) is hereby incorporated at contract section J, J-3 (see modification attachment 1);
- 2) Contract Section B, Supplies or Services and Price/Costs, is revised to realign the FY24 Capital Asset Project Anticipated Funding amounts to be in line with current DOE funding. As such, Contract Section B, Tables B.1 and B.2 are deleted in totality and replaced with the attached Contract Section B, Tables B.1 and B.2 (see modification attachment 2).
- Contract Section F, Deliveries or Performance, is revised to be consistent with Table B-1 and B-2, i.e., Period of Performance is in Fiscal Year except for CLIN 00008 Option Contract Period which covers extra months to November 7, 2032.

All other terms and conditions remain unchanged.

### PERFORMANCE EVALUATION AND MEASUREMENT PLAN WASTE ISOLATION PILOT PLANT (WIPP) MANAGEMENT AND OPERATING (M&O) CONTRACT 89303322DEM000077 October 1, 2023 through September 30, 2024 Revision 0, dated 9/26/2023

### 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 for the WIPP M&O contract consistent with Section B.3 Transition Cost, Anticipated Funding, and Total Available Performance Fee. This PEMP will provide the expectations for the evaluation period. Criteria are provided on how fee will be earned for the evaluation period. The WIPP M&O Contractor (hereafter referred to as the Contractor) must manage the funds allotted so that the work executed and fee earned is within their authorized spending levels per year.

### 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)/Carlsbad Field Office (CBFO) Manager
    - a. The Head of Contracting Activity (HCA) has appointed the CBFO Manager as the FDO. The FDO determines the final performance fee amount earned for the evaluation period based upon all the information furnished.
    - b. The FDO will coordinate with the CBFO Assistant Manager of the Office of the National Transuranic (TRU) Program Waste Certification and Disposal (ONTPWCD), the Contracting Officer's Representative(s) (CORs) and the Contracting Officer (CO) in the development of the PEMP; performance monitoring; performance validation; approval of minor changes to the PEMP; and performance reporting.
  - 2. WIPP M&O Contract CO
    - a. The CO is an advisor in the development and establishment of the PEMP.
    - b. The CO will ensure appropriate coordination of performance expectations and the evaluation criteria with Headquarters (HQ) program and policy organizations. The CO will coordinate with the Environmental Management Consolidated Business Center (EMCBC) to submit the PEMP and/or the evaluation criteria for necessary HCA approval and headquarters reviews.
    - c. The CO, if required, in conjunction with the COR and Capital Asset

Projects (CAP) Federal Project Director (FPD), will coordinate major changes to performance expectations and the evaluation criteria with the HCA through the EMCBC.

- d. The CO will forward the approved PEMP, including the evaluation criteria and available fee amounts to the Contractor through a contract modification.
- e. The 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 for improvement in the Contractor's performance.
- f. The 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, which will reflect earned and unearned fee for the evaluation period, will be issued to the Contractor within 14 calendar days after the CO receives the FDO's decision.
- WIPP M&O Contract COR(s) and Line Item Capital Asset Projects (CAP) Federal Project Director (FPD)
  - a. The COR(s) monitor, evaluate, assess and validate the Contractor's performance against subjective evaluation criteria.
  - b. The COR(s) perform periodic reviews of the Contractor to evaluate progress towards completion of requirements for Performance Based Incentives (PBIs).
  - c. The COR(s) support the CO and FDO 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.
  - d. The COR(s) focuses on all non-CAP related work scope in its entirety. The Line Item CAP FPD focuses on Line Item CAP related work scope. The COR functions as the technical interface with the Contractor regarding performance on non-Line Item CAP related work scope. The Line Item CAP FPD supports the COR(s) in interfacing with the Contractor regarding performance on Line Item CAP related work scope, as needed.
  - e. The COR is responsible for preparing the annual performance evaluation report and associated scorecard based on the recommendations of the Award Fee Evaluation Board.
- 4. Technical Monitors (TM)
  - a. Monitor, evaluate, assess and validate the Contractor's performance against the criteria in the PEMP for their respective sections.

- b. The Technical Monitors will provide input to the COR to support his/her overall evaluation of the Contractor's performance.
- c. TMs may include, but are not limited to, the following:

Technical Monitors
NTP Certification Division Director
NTP Operations Division Director
Site Operations and Infrastructure Division Director
Safety Programs Division Director
Safety Systems Oversight Division Director
Quality Assurance Division Director
Facility Oversight Division Director
Environmental Regulatory Compliance Division Director
Budgets and Contracts Division Director
Information Technology Division Director

### III. PEMP DEVELOPMENT PROCESS

While PEMP incentives may be unilaterally developed by the U.S. Department of Energy (DOE), a teaming approach between the DOE 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 the DOE's goals and objectives. However, DOE reserves the right to issue the PEMP unilaterally consistent with the contract.

Approval by the CBFO Manager, with concurrence from the CBFO Assistant Manager of ONTPWCD, Contracting Officer's Representative (COR) and CO 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) (other than balancing total available fee based on annual budget increases/decreases so long as no new incentives are added/deleted), HCA approval is required. 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 budget modifications (in accordance with Section B.3, Transition Cost, Anticipated Funding, and Total Available Performance Fee, of the contract). This includes when actions fall out of the control of the Contractor and DOE cannot provide sufficient alternatives by allocating the fee to another PBI. At the discretion of DOE in consultation with the Contractor, if a PBI is cancelled or modified, any fee associated with that PBI may be allocated to another PBI(s). This does not obligate DOE to compensate the Contractor for partially completed PBI's, but will encourage the FDO to consider events outside the control of the Contractor when making fee determinations.

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.

### IV. EVALUATION CRITERIA

The performance fee amount will consist of 1) a subjective fee component and 2) an objective fee component. All available fee is at risk. Performance evaluation will be conducted in accordance with H.23 of the contract.

A. Subjective Criteria: Award Fee Criteria

Subjective criteria have been established that include Quality, Schedule, Cost Control, Management, and Regulatory Compliance. DOE may consider other related performance information and data when evaluating the Contractor's performance for the subjective portion of the fee. Safety is inherent to performance of work at all DOE facilities and adherence to safe and compliant execution of work scope is a key component under the evaluation of all the subjective criteria.

Areas for consideration 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.

The total fee available for the Subjective Criteria is 30% of the Total Available Fee. 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 award fee (subjective) criteria.

Attachment 1 provides the adjectival ratings and their definitions used in the evaluation of the award fee (subjective) criteria. Attachment 2, Subjective Criteria, provides the factors that will be taken into consideration for evaluation.

- 1. Quality (20%)
- 2. Schedule (20%)
- 3. Cost Control (20%)
- 4. Management (25%)
- 5. Regulatory Compliance (15%)

These five (5) award fee (subjective) criteria are aligned with the evaluation categories in the Contractor Performance Assessment and Reporting System (CPARS). However, Small Business Subcontracting is established as a separate evaluation criterion in CPARS. Therefore, subcontracting evaluation criteria are captured within multiple award fee criteria in this PEMP.

B. Objective Criteria: Performance Based Incentives (PBIs):

PBIs are an 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 each fiscal year

(in the same timeframe as the subjective criteria). The Contractor may request early evaluation of PBIs upon completion; however, early evaluations are not final until the end of year evaluation is complete. All fee remains provisional per Section B.5 of the contract. The total fee available for the PBIs is targeted at 70% of the Total Available Fee.

- Total Fee Award Fee (30%) PBI (70%) Available Allocation Allocation (Section B) Base Work (Operations \$12,372,921 \$3,711,876 \$8,661,045 and Maintenance) Safety Significant **Confinement Ventilation** \$2,035,524 \$616,057 \$1,424,866 System (SSCVS) CAP Utility Shaft (US) CAP \$2,382,912 \$714,874 \$1,668,038 \$0 \$0 \$0 Hoisting CAP Total \$16,791,357 \$5,037,407 \$11,753,950
- C. Fee Pool Distribution:

PBI	PBI (70%) Allocation (\$)	PBI Roll-up	PBI Title	Incentive Fee (\$)
		1.1	Mining	\$1,951,044
	\$5,791,044	1.2	Waste Emplacement	\$3,140,000
1		1.3	Spare Parts	\$450,000
		1.4	Continuous Air Monitors	\$250,000
		2.1	SSCVS	\$1,424,866
2	\$3,092,904	2.2	US	\$1,668,038
		2.3	HC	\$0
3	\$550,000	3.0	Operations Preparation for Project Integration	\$550,000
4	\$1,250,000	4.0	General Plant Projects	\$1,250,000
5	\$1,070,000	5.0	Other Improvements	\$1,070,000

# V. PERFORMANCE EVALUATION

Monitoring and Evaluation of Performance

DOE will monitor Contractor performance against the established subjective evaluation criteria throughout the evaluation period. Attachment 1 provides the adjectival ratings used by DOE. Attachment 2 contains the five subjective evaluation categories and the

types of performance related information that the TMs are to consider as part of their evaluation.

Performance feedback to the Contractor will be provided quarterly throughout the year.

The Contractor may submit a self-assessment within seven calendar days after the end of each quarter throughout the evaluation period for consideration by CBFO.

### VI. FEE DETERMINATION

A. Notification of Completing PBI Milestones

The Contractor shall notify the CO and the COR upon completion of a PBI in writing and shall make available sufficient information for DOE to confirm the successful completion of the PBI. Notification of completions (including demonstration of completion – e.g., documentation or physical verification, photos, etc.) by e-mail or delivery of physical documents must be submitted no later than October 7<sup>th</sup> of each year to be considered in that year's fee determination. DOE's fee determination regarding PBIs throughout the evaluation period remains provisional until the final fee determination is made by the FDO at the end of the evaluation period. The fee determination for subjective (award fee) and objective (PBI) criteria becomes final at the end of the rating period, unless noted otherwise (e.g., see PBI 2).

B. Circumstances Outside of the Contractor's Control

For any of the PBIs described in Attachment 3, the Contractor may request payment of fee for missed metric/milestone(s) due to actions by DOE impacting Contractor performance or due to circumstances that are not reasonably the responsibility of the Contractor for consideration by the FDO. Failure to properly plan for, notify CBFO in a timely manner of issues, and manage project risks is not a circumstance outside of the Contractor's control. As an alternative to payment of fee within an annual performance period, the FDO may extend the completion dates and defer decision until the PBI is complete. DOE is not obligated to either pay fee or extend the performance period upon request by the Contractor, but may, at the FDO's sole discretion, do so in the interests of fairness.

C. Award Fee Evaluation Board

The Evaluation Board will consist of the following voting members:

CBFO Deputy Manager – Chairperson Office of Environment, Safety, Health, & Quality Assurance (QA) Assistant Manager Office of NTP Waste & Certification & Disposal Assistant Manager Office of Business Operations Director Line Item Capital Asset Projects Federal Project Director

The following individuals will serve in an advisory capacity:

WIPP M&O Contracting Officer

Legal Counsel WIPP M&O COR(s)

The COR(s) will be responsible for the following:

- 1. Write end of POP evaluations in the Performance Evaluation Report (PER) with Board/Manager scoring;
- 2. Gather Award fee narrative summary sheets of quarterly performance evaluations in coordination with TMs and CAP FPD for each subjective category (No scores/rating) for final PER;
- 3. Gather completed summary sheets of Performance Based Incentives (PBIs) evaluations for (General Plant Projects (GPP) and CAPs) from FPD and TMs for PER to forward to FDO
- 4. Providing a short presentation to the board, if requested.

The Contractor is required to submit a status briefing at mid-year and at year end. The mid-year status briefing may be informal (i.e., no written assessment). The year-end status briefing is a formal written self-assessment of their annual performance against the PEMP evaluation criteria. This evaluation is not to exceed two pages per evaluation criterion (10 pages total) and must be provided to the COR(s) within five business days of the end of the annual performance evaluation period. Additionally, the Contractor, may provide a presentation to the Evaluation Board. The Evaluation Board reserves the right to ask questions of the Contractor's management team to complete its performance evaluation.

Additionally, the Contractor may submit a summary of its evaluation against the PBIs for which the Contractor expects payment. This summary shall not exceed five pages and shall focus on those PBIs that were not completed as required, including the reason the PBI was not completed. The Evaluation Board reserves the right to ask questions of the Contractor's management team to complete its work.

D. 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 is 50% of available award fee (subjective), as determined by the FDO.

E. FDO Determination

The FDO, with input from the Award Fee Evaluation Board, will determine the amount of overall fee earned (subjective and objective). This determination is purely discretionary, and is based solely on the judgment of the FDO. If a PBI is not 100% complete, then no fee (0%) will have been earned unless the PBI specifies payment based on a percentage of progress. However, it is within the FDO's sole discretion to award some, or partial fee for PBIs that are not 100% complete. If the FDO decides to award partial fee for incomplete progress on a particular PBI, there is no obligation to act similarly for other PBI's. There is no minimum or partial PBI fee that must be granted.

F. Unearned Fee

Fee that is not earned due to nonperformance of the PBI requirements or under the

subjective criteria, as set forth in the PEMP, shall not be returned to the fee pool, and shall be forfeited. DOE will re-distribute unearned fee to specified projects work as cost dollars and the Contractor will not be able to earn fee on that additional scope.

At the discretion of DOE, if an evaluation criterion is cancelled or modified, any unearned fee may be reallocated to another evaluation criterion or criteria.

### Attachment 1 – ADJECTIVAL RATINGS

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 Fe	
	Earned	

EXCELLENT VERY GOOD GOOD SATISFACTORY UNSATISFACTORY 91 to 100% 76 to 90% 51 to 75% No greater than 50% 0%

# Attachment 2 - SUBJECTIVE CRITERIA

### Quality (20%)

Assess the Contractor's conformance to contract requirements, specifications and standards of good workmanship. Assess how successfully the Contractor meets program/project quality objectives such as producibility, reliability, maintainability, and inspectability. Assess the Contractor's management of the quality control programs, as well as the work itself. Assess the Contractor's ability to maintain quality control, address and review comments, identification and correction of deficient work, and overall quality related performance. The following items will be considered for evaluation:

- QA Program SIMCO maintains and implements an effective Quality Assurance program, with emphasis on Nuclear Quality Assurance (NQA)-1. SIMCO ensures compliance with and implementation of the prime contract requirements, and the quality and effectiveness of the Contractor's implementing policies, plans, and procedures.
- Assessments SIMCO QA improves assessment results, trending metrics and NCR/CAR closeout timeliness within the CCP program and the following high-risk functional areas at the WIPP site: Configuration Management, Training Programs, Conduct of Operations, Maintenance, Design Control, Contractor Assurance Systems, and Waste Handling. SIMCO maintains timely control of OE submittals (no late) to CBFO during audit planning. Assessment results should show marked improvement in areas where indeterminant or marginal ratings are assigned or where the number of issues generated during the previous assessment was > 5.
- NCR/Corrective Action SIMCO metrics and surveillance decreases the number of NCRs/CAR's, open work packages, trending and metrics and audit/surveillance findings for capital asset projects. An improvement in NCR reporting, metrics, trending and corrective action timeliness for program including incorporation of CCP functional area metrics reporting to CAS. As a standard objective, a 20% decrease in issue/CAR backlogs and an 80% timely closeout within 180 days of all reported CARs and level 1 or 2 iCAS issues.
- Graded Approach SIMCO provides evidence that the WIPP QAPD graded approach requirements are being flowed down into all affected functional area processes. SIMCO QA is able to demonstrate effective implementation via risk assessment results, document reviews, audits, and subsequent corrective action, if needed.
- CAS System SIMCO provides evidence that CAS feedback, trending, management assessments, system health assessments, and lessons learned are being utilized by SIMCO QA/CAS to adapt and modify annual audit risk, scope, and schedule. SIMCO facilitates implementation of Phase 2 implementation of DevonWay and reduces SIMCO created delays in implementing transition to DevonWay by converting the CAR tracking system to the iCAS system.
- Process Improvement SIMCO QA/CAS organizations demonstrate that they utilize CAS feedback, trending, management assessments, and lessons learned to initiate process improvement plans and execution outside of the CAR or issues management systems.

### Schedule (20%)

Assess the timeliness of the Contractor against the completion of task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance). This evaluation of the Contractor's adherence to the required delivery schedule should include the Contractor's efforts during the evaluation period that contribute to or affect the schedule variance. Also, address significance of scheduled events (e.g., design reviews), discuss causes, and assess the effectiveness of Contractor corrective actions to recover schedule variance. The following items will be considered for evaluation:

- Performance in coordinating and managing eight week rolling schedules for TRU waste shipments.
- The status of overall and specific program/project performance against the approved baseline; the management and recovery of schedule variance; and the effectiveness of schedule variance mitigation strategies.
- 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 Programmatic Change Requests, to provide sufficient time for review, comment resolution, and revision in advance of document due dates or impacts to work. 100% of deliverables must be provided on time to achieve at least a satisfactory rating.
- The timeliness of the Contractor's response following DOE requests for in-scope support or for information/reports.
- Completion of an assessment of the equipment on the deferred maintenance list and Out of Service (OOS) list to define what equipment is related to safety and needed for routine operations. Determination of the priority and path forward for replacement or completion of maintenance on equipment related to safety and needed for routine operations.
- The timeliness for completing Technical Safety Requirement (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.
- The timeliness of completing scheduled Preventative Maintenance (PM) actions, as specified in the Contractor's computerized maintenance management system (e.g CHAMPS) will be balanced with emergent corrective maintenance that is impactful to the mission of emplacing waste or safety equipment. PM's delay/deferral will be minimized and completed in accordance with the process.
- Subcontract Awards.
  - 95% of products or services are on-site and available for use to ensure mission completion without delay.
  - It is the Contactor's responsibility to ensure that all orders for supplies or containers through the centralized procurement programs are met within a

reasonable procurement and fabrication lead time and that sufficient vendors are available to produce the items required to meet the generator site's needs. Contractor will work with CBFO on funding to establish bench stock quantities of payload containers. Orders submitted at least 60 days prior to the need date shall be considered timely.

 The timeliness of review and closure of current and future SSCVS and Utility Shaft projects construction work packages. Timeliness is defined as a minimum of 95% of construction work packages closed within 30 days of the required subcontract commitment closure time period, and no work package closures shall exceed 60 days total overdue.

### Cost Control (20%)

Assess the Contractor's effectiveness in forecasting, managing, and controlling contract/order cost. If the Contractor is experiencing cost growth or underrun, discuss the causes and Contractor-proposed solutions for the cost overruns or underruns. In addition, the extent to which the Contractor demonstrates a sense of cost responsibility, through the efficient use of resources, in each work effort should be assessed. The following items will be considered for evaluation:

- Reduce prior fiscal year (FY) uncommitted (definition to be agreed between CBFO and SIMCO) Carryover (in Project Baseline Summary (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 management of all obligated funds to preclude anti-deficiency.
- Accurate project controls, cost estimating, budgeting and cost monitoring that allow for long range planning to control costs.
- Ability to accurately project the Estimates at Completion (EACs).
- Effectiveness/accuracy of the Earned Value Management System (EVMS) and operations activities cost reporting as well as the development and implementation of cost mitigation strategies to recover cost variances.
- The overall cost performance on a semi-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 Management Reserve [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.
- The ability to stay within the approved Performance Measurement Baseline (PMB) for the work completed, as applicable.

### Management (25%)

The following factors will be considered for evaluation:

- Timely and effective communication (e.g., appropriate information, identification of issues) to DOE.
- Effective Key Personnel management.
- Effective integration and coordination of all activities to comply with the contract (e.g., timeliness, completeness and quality of problem identification and corrective action implementation, identification and application of resources, etc.).
- Effective problem resolution (e.g., reasonable and cooperative behavior to include timely identification of issues and responsiveness to customers)
- Effective risk management practices.
- The effectiveness and timeliness to corrective action implementation of business office programs, including but not limited to Human Resources (e.g., developing the workforce), Accounting (e.g., accounting and billing system), Property (e.g, Government Property management) and Procurement (e.g., Contractor Purchasing System and subcontract management, performance in meeting Strategic Sourcing goals, Small Business Subcontracting goals).
- Timely resolution and closeout of subcontractor REAs and ECNs within 60 days of initial receipt. If REAs and ECNs cannot be dispositioned within 60 days, Contractor shall notify DOE with a plan of action for anticipated completion.
- Performance in managing the Centralized Procurement Program for Department of Transportation (DOT) Type A transportation assets - Delivering consumable commodities to generator sites in timely fashion meeting all program requirements.
- Information Resource Management that provides a secure, reliable, and efficient Information Technology infrastructure along with timely software application development and deployment.
  - Performance against implementing and maintaining a compliant Cyber Security Program.
- 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, first responder training, and roadshows).
- The responsiveness to reviews, assessments, inspections, and inquiries from external organizations (e.g., Capital Asset Project Peer Reviews, Mine Safety and Health Administration (MSHA), Defense Nuclear Facility Safety Board Inquiries, Office of Enterprise Assessment reviews, etc.).
- The Contractor has an effective safety and health program appropriately tailored for the

uniqueness of nuclear and underground operations, including maintaining safe underground ground control conditions above a safety factor of 1.5.

- The safety programs reflect a mature and effective safety culture that fosters an environment where workers are free to express concerns related to safety.
- The implementation of Integrated Safety Management System (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).
- The ability to achieve and maintain Days Away, Restricted or Transferred (DART) and Total Recordable Cases (TRC) rates below the EM DART and TRC goals.
- o Overall effective management of the facility operations.
  - 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. 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. Performance in managing and implementing continuous process improvement in TRU waste emplacement procedures.
  - Maintain availability (maintenance current and available for use) of Nuclear Regulatory Commission (NRC) Type B transportation assets to support TRU waste shipments.
  - The ability to achieve at least 85% of the DOE approved Performance Objectives, Measures, and Commitments (POMCs).
  - Performance in providing adequate monitoring service for in route shipments.
- Effectiveness of the Emergency Management Program including the development and implementation of a long-range plan to ensure that adequate numbers of emergency response equipment (e.g., fire engines, ambulances, etc.) with the capability to respond to on-site emergencies are available (maintained and operable) at all times.
- Implement effective partnering relationships with regulators and stakeholders to include DOE generator sites.

### Regulatory Compliance (15%)

Assess compliance with all terms and conditions in the contract relating to applicable regulations and codes. Consider aspects of performance such as compliance with financial, environmental, safety, and labor regulations, as well as any other reporting requirements in the contract terms and conditions. The following items should be considered for evaluation:

- Performance against Compliance Recertification Application requirements.
- Performance against WIPP Hazardous Waste Facility Permit (HWFP) requirements; Notices of violation (NOVs) are not acceptable.
- Performance against DOE Hazard Category II Nuclear Facility requirements.
- Performance against the Environmental Management System.
- Performance against TRU waste transportation requirements.
- Performance against implementing and maintaining a compliant Safeguards and Security Program.
- Performance against 10 CFR 851 (Worker Safety and Health) requirements, which includes compliance with Mine Safety and Health Administration (MSHA) requirements.
- Business/Accounting system/practices comply with all applicable regulations (DOE Polices, Orders, Standards, Federal Acquisition Regulations, etc.).
- Performance against all other DOE and regulatory requirements (e.g., Executive Orders, DOE Policies, DOE Orders, DOE Standards, Federal regulations, applicable State and Local regulations/statutes, permits, etc.).

### Attachment 3 - PERFORMANCE BASED INCENTIVES (PBIs)<sup>1</sup>

#### PBI 1: Operations and Maintenance

#### PBI 1.1: Mining

- A. Mine Completion (\$1,500,000) Completion of S700, S850, S1000 between W1300 and W2300) to full finished dimensions, including all requisite support systems (i.e. ventilation, ground control, communications, emergency escape and evaluation etc.) no later than September 30, 2024.
- B. Mine Ventilation
  - i. (\$200,000) Maintain air quality in the underground by keeping the 700-C Fan operational and utilizing when beneficial to operations, and at least quarterly.
  - ii. (\$251,044) Ensure all ventilation systems, auxiliary ventilation systems, portable ventilation systems, and equipment configuration to reduce NO2 alarms achieve no more than 3 alarms per month at an alarm setting of 3ppm, through September 30, 2024. 1/12<sup>th</sup> of the designated PBI fee will be earned for each month that the above criteria is satisfactorily met and demonstrated.

#### PBI 1.2: Waste Emplacement

- A. General Shipments (\$3,140,000) The Contractor will support the National TRU Program to schedule shipments of certified TRU waste based on the priorities of LANL-EM waste and then to achieve Idaho National Laboratory (INL) shipments at a level of 60% or more of the total TRU waste shipments for this evaluation period.
  - i. The Contractor will earn \$5,500 for receipt and emplacement of each of the first 520 shipments.
  - ii. Due to the priority of receiving shipments from LANL-EM, an additional \$7,000 will be earned for each of the first forty (40) shipments received from LANL-EM.

#### PBI 1.3: Critical Mission Spare Parts

A. Critical Mission Spare Parts - Program (\$200,000) - Establish a critical spare parts program that supports site mining, waste emplacement, and waste processing, by June 30, 2024. This shall include identifying and defining the mission critical equipment, to include all single point failures within the mission critical equipment<sup>2</sup>, identification of applicable critical parts, initial stocking of identified parts, and warehouse operation to include set up for automatic reorder when parts are pulled from the warehouse. The system shall be capable of tracking availability of both individual spare parts, spare parts by System (e.g., VU 03), and as aggregate spare parts availability.

<sup>&</sup>lt;sup>1</sup> The FDO has the sole discretionary authority to pay partial fee for incomplete work. Additionally, the FDO has the sole discretionary authority to accept deviations in performance that achieve the overall intent/goal of the government as intended from the performance of the stated PBIs.

<sup>&</sup>lt;sup>2</sup> The Contractor will develop and gain CBFO approval of the Mission Critical Equipment list.

B. Critical Mission Spare Parts - Demonstration (\$250,000) - Demonstrate a successful initial operation of warehouse spare part program and re-ordering system by achieving at least 90% availability of critical spare parts by system, and an aggregate spare parts availability of at least 90%, and at least 90% availability for spare parts identified as Safety Significant, Critical for Plant Operation, or Single Point of Failure between July 1, 2024 and September 30, 2024. 1/3rd of the designated PBI fee will be earned for each month that the above criteria is satisfactorily met and demonstrated.

#### PBI 1.4: Continuous Air Monitors

A. Continuous Air Monitors (\$250,000) - Achieve a less than 10% downtime rate (defined as being operationally available) on the continuous air monitors (CAMs) on the TRUDOCK platforms. 1/12th of the designated PBI fee will be earned for each month that the above criteria is satisfactorily met and demonstrated.

#### PBI 2: Capital Asset Projects (notwithstanding the contract clause B.5)

#### PBI 2.1: Safety Significant Confinement Ventilation System (SSCVS) Project

- A. NFB Complete (\$424,866) Complete all construction activities associated with the New Filter Building (NFB) (Activity ID MS.CN.640, New Filter Building Complete-NFB), and all associated predecessors from the construction schedule dated Month End August 2023 to receive 100% of the PBI value by March 31, 2024. This includes installation, testing and acceptance of all electrical, mechanical, piping commodities, I&C system and controls, all interior and exterior ductwork, site civil work, Fuel Handling Units, and all exhaust fans. No PBI fee is earned if the milestone is not completed by July 31, 2024. PBI value earned is prorated on a weekly basis from 100% to 0% between March 31, 2024, and July 31, 2024. All appropriate QA records and completed system turnover packages must be complete in accordance with the WIPP M&O Contractor's applicable QA program for this PBI to be satisfied, including pre-start punch list items. As-built drawings are not required to be completed for this PBI.
- B. Commissioning Complete (\$1,000,000) Complete all SSCVS commissioning activities representing completion of the construction subcontractor's fixed price scope and the complete handover of systems, structures and components from the construction subcontractor to the WIPP M&O Contractor in preparation for WIPP M&O Contractor integrated system testing (Activity ID MS.140 Commissioning Complete ), and all associated predecessors from the construction subcontractor schedule dated August 2023 to receive 100% of the PBI value by June 30, 2024. Available fee earned is prorated on a weekly basis from 100% to 25% between June 30, 2024, and September 30, 2024. All appropriate QA records and completed system turnover packages must be complete in accordance with the WIPP M&O Contractor's applicable QA program for this PBI to be satisfied, including pre-start punch list items. As-built drawings are not required to be completed for this PBI.

### PBI 2.2: Utility Shaft (US) Project

- A. Drift Excavation and Shaft Completion Excavation (\$1,000,000) Complete the excavation of all drifts, ribs, and floors along with completion of installation of the Bulkheads in Area S-300 and S-550 by September 30, 2024 to receive 100% of the PBI value. This milestone is noted as schedule task ACTIVITY ID 23.0003 "Install Bulkhead S-550" along with completion of all predecessor tasks in the project schedule.
- B. Drift Excavation and Shaft Completion Commodities (\$668,038) Complete installation of all electrical and ducting commodities, headframe and hoist removal, and installation of the permanent concrete collar and shaft cover by September 30, 2024 to receive 100% of the PBI value. This milestone is noted as schedule task ACTIVITY ID 24.0007 "Install Permanent Concrete Collar and Shaft Cover" along with completion of all predecessor tasks in the project schedule.

### PBI 2.3: Hoisting Capabilities Project

A. Reserved

### PBI 3: WIPP Operations Preparation for Project Integration

- A. SSCVS Elbow Connection Planning (\$250,000) Complete planning for the SSCVS elbow connection outage, complete the Management Self-Assessment final check, and complete initial/provisional qualification of 6 facility operators for SSCVS by September 30, 2024.
- B. Recurring Maintenance (\$300,000) Complete 100% of the identified monthly required recurring maintenance on TRUPACT-IIs and HalfPACTs within the month they are due to earn all of the PBI. To earn the PBI fee, following maintenance, the identified Monthly Out of Service TRUPACT-IIs and HalfPACTs must be free release surveyed, transported to EPD for annual and 5-year maintenance service, complete annual and 5-year maintenance service at EPD, return TRUPACT-IIs and HalfPACTs to the WIPP site or carrier yard and placed back into service. 1/12<sup>th</sup> of the designated PBI fee will be earned for each month that the above criteria is satisfactorily met and demonstrated.

# PBI 4: General Plan Projects (GPP)

- A. Installation and Turnover of Substation #3 (\$500,000) Provide alternate power capability or temporary construction power from transformer to motor control center, provide alternate power or temporary construction power to 860C fan motor, provide alternate power or temporary construction power to distribution panel in Building 452, provide redundancy power from Sub #3 to 960 fans (IVS), and provide temporary 13.8kV connection interface between Area Sub #1 and Building 451 to support installation and turnover of new Substation #3 to coincide with the primary site outage period, currently scheduled by February, 2024.
- B. Public Address System Recapitalization (\$250,000) The following activities shall be

completed as described to revitalize the existing site wide PA system:

- a. Complete SSCVS duct bank construction (conduits installed, cables pulled and backfill) to Bldg. 451 by November 30, 2023. (25% of available fee)
- b. Complete underground installation in Areas 1-6 by June 30, 2024 (25% of available fee)
- c. Complete 8 surface facilities installation by June 30, 2024 (50% of available fee)

The available fee for each of the three above activities will be reduced by 1/3 for each month that the activity is not completed.

- C. Salt Hoist Pocket Refurbishment Contingency and Mucking Capability (\$250,000) By December 30, 2023, the Contractor shall obtain CBFO approval of a Plan to continue with mining and salt removal activities from the West Mains during the time the salt pocket is out of service, which includes monitoring of the salt pocket and placing in an alternate method within 10 calendar days of the unavailability of the salt pocket. The available fee shall be reduced by 1/3 for each month that the plan is submitted beyond the above date.
- D. Fire Water Loop (\$250,000) The contractor shall complete Phase 2 and Phase 3 of the Fire Water Loop upgrade project:
  - a. Phase 2 Complete Pumphouse construction (not including commissioning and turnover) by December 31, 2023. (25% of available fee)
  - b. Phase 3 Complete tie-ins of the new fire water system to twenty (20) non-safety significant buildings, to include successful testing, by September 30, 2024. (75% of available fee)

The available fee for each of the Phases will be reduced by 1/3 for each month that the activity is not completed.

### PBI 5: Other Improvements

- A. HWFP Permit Renewal (\$120,000) The contractor shall support the issuance of a final permit by NMED (e.g., comment closeout, negotiations, hearing support, etc.) and permit implementation by the effective date of the permit renewal expected to be November 30, 2023. To demonstrate full implementation, the Contractor shall submit a completed management assessment of the changed permit conditions no later than March 15, 2024. The available fee will be decreased by 20% for each month (i.e. 30 days) the management assessment is submitted beyond March 15, 2024. CBFO shall be invited to observe/shadow this assessment.
- B. Electronic Records (\$200,000) In accordance with the requirements of M-23-07, Update to Transition to Electronic Records, complete transition of all WIPP site processes that produce records (excluding CBFO) to be produced and stored in electronic form, by June 30, 2024. The maximum fee that can be earned if completed between July 1, 2024 and September 30, 2024 is 25% of the PBI value. This amount (i.e. 25% of full fee) will be further decreased by 1/3 for each month beyond June 30, 2024 that it is completed.
- C. Cyber Security (\$300,000) Implementation of Solar Winds/Cyber Reserve full disk

encryption and Multi Factor Authentication (MFA) projects at the WIPP facility (including the SWB), by September 30, 2024. Implementation is defined as successfully executing and demonstrating 1) Installation and use of 802.1x across capable devices (25% of fee available), 2) Installation of phishing resistant MFA solutions across capable devices (25% of fee available), 3) Deploying phishing resistant MFA authenticators across the WIPP boundary network (25% of fee available), and 4) Implement of a Storage Area Network (SAN) level Full Disk Encryption (FDE) solution across the WIPP boundary network (25% of fee available).

D. Radiological Assistance Program (RAP) (\$50,000) - Achieve 100% (7 of 7) qualified RAP team members (1 Team Captain (TC), 1 Team Scientist (TS) and 5 Health Physics Support Personnel (HPSP)) prior to September 30th, 2024. In accordance with the RAP Field Operational Guide (FOG), to be considered qualified, all team members must meet qualification standards for their designated position as required by the National Nuclear Security Administration (NNSA) Radiological Assistance Program (RAP) Training Plan. Proof of completed qualification must be detailed and recorded on each member's position Qualification Card and in the Assets Readiness Management System (ARMS) Position Task Book (PTB).

If 100% of team positions are filled with qualified individuals prior to September 30, 2024, then any position becomes vacated, a replacement shall be designated and a training plan for qualification of the new member(s) submitted within 30 days of the vacancy being recognized.

- E. NTP Strategic Plan (\$400,000) Develop and implement a comprehensive EM National TRU Program (NTP) Strategic Plan. To earn fee, the Contractor must:
  - i. Obtain input to the 10-year shipping plan that is based on detailed analysis of site regulatory drivers, new generation at each site, legacy waste at each site, strategies for resolving difficult waste issues, and predicted certification rates from CCP and AMWTP. Analysis is completed by July 31, 2024 and concurrence is received by the TRU users corporate board and obtain CBFO approval of the NTP strategic plan by September 30, 2024. (50% of fee)
  - ii. To ensure shipping support while developing the strategic plan: Obtain CBFO approval of 10 new TRUCON codes, 40 new Acceptable Knowledge Assessment (new AKA or Addendums) and 30 new BoK evaluation memos (addendums or exemptions) to support shipping across the complex at a rate specified in the latest revision of the National TRU Waste Management Plan (NTWMP) for FY2024, by September 30, 2024 (50% of fee).

#### Table B.1

CLIN Title	Performance Fee Cap Percentage (%)	Total Available Performance Fee	IDIQ Maximum Quantity
00001- Contract Transition 90 Days	N/A	N/A	
(PWS Section C.1)			
Base Period			
00002- Base Contract Period	6%	\$46,979,462	
February 4, 2023 – November 7, 2026			
(PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)			
Option Periods			
00003- Option Contract Period	6%	\$13,107,240	
November 8, 2026 – September 30, 2027 (PWS			
Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)			
00004- Option Contract Period	6%	\$13,360,481	
October 1, 2027 – September 30, 2028 (PWS	070	\$10,000,101	
Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)			
00005- Option Contract Period	6%	\$13,618,787	
October 1, 2028 – September 30, 2029 (PWS	070	\$15,010,707	
Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)			
00006- Option Contract Period	6%	\$13,882,259	
October 1, 2029 – September 30, 2030 (PWS			
Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)			
00007- Option Contract Period October 1, 2030 – September 30, 2031 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)	6%	\$14,151,001	
00008- Option Contract Period	6%	\$14,425,117	
October 1, 2031 – November 7, 2032 (PWS	-	· · · · · ·	
Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)			
Capital Asset Projects			
00009- 15-D-411 Safety Significant Confinement Ventilation System (SSCVS)	6%	\$5,462,061	
February 4, 2023 – August 25, 2025 (PWS			
Section: C.5.1.1)			
00010-15-D-412 Utility Shaft (US) project	6%	\$3,689,918.40	
February 4, 2023 – July 22, 2025 (PWS Section: C.5.1.2)			
00011-21-D-401 Hoisting Capability	(0/	Ф <u>5 054 111</u>	
February 4, 2023 – November 7, 2026	6%	\$5,254,111	
(PWS Section: C.5.1.3)			
00012- Option- 21-D-401 Hoisting Capability	6%	\$959,063	
November 8, 2026 – March 19, 2027			
(PWS Section: C.5.1.3)			
00013- IDIQ Scope	N/A	N/A	\$100,000,000.00
(PWS Section: C.8)			

	Table B.2	
CLIN	Anticipated Funding*	Estimated Annual Fee Base**
00001- Contract Transition	See Note below	N/A
90 Days	table.	
Base Period	•	
00002- Base Contract Period February 4, 2023 -	\$184,163,402	\$152,200,331
September 30, 2023		
00002- Base Contract Period October 1, 2023 – September 30, 2024	\$249,521,934	\$206,215,352
	\$254,415,113	\$210,259,279
00002- Base Contract Period October 1, 2024	<i>Q_0</i> ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	\$=10, <u>=0</u> 2,,=12
- September 30, 2025 00002- Base Contract Period	\$250 222 858	\$214,316,073
October 1, 2025 – November 7 2026	\$259,323,858	\$214,510,075
Option Periods		
*	\$264 220 770	\$218 454 000
00003- Option Contract Period	\$264,330,779	\$218,454,000
November 8, 2026 – September 30, 2027	\$2(0.427.929	¢222 (74 (97
00004- Option Contract Period	\$269,437,838	\$222,674,687
October 1, 2027 – September 30, 2028		
00005- Option Contract Period	\$274,647,038	\$226,979,788
October 1, 2028 – September 30, 2029	#270.0C0.422	(221 270 000
00006- Option Contract Period	\$279,960,422	\$231,370,990
October 1, 2029 – September 30, 2030		
00007- Option Contract Period	\$285,380,074	\$235,850,017
October 1, 2030 – September 30, 2031		
00008- Option Contract Period	\$290,908,119	\$240,418,624
October 1, 2031 – November 7, 2032		
Capital Asset Projects		
00009- 15-D-411 Safety Significant Confinement Ventilation System (SSCVS)	\$69,085,838	\$57,110,959
February 4, 2023 – September 30, 2023 00009- 15-D-411 Safety Significant Confinement Ventilation System (SSCVS) October 1, 2023 to September 30, 2024	\$ \$41,000,000	\$ \$33,923,400
00009- 15-D-411 Safety Significant	\$21,120,751	TBD
Confinement Ventilation System (SSCVS) October 1, 2024 to August 25, 2025	\$21,120,731	
00010-15-D-412 Utility Shaft (US) project		
February 4, 2023 – September 30, 2023	\$26,350,936	\$21,783,440
00010- 15-D-412 Utility Shaft (US) project October 1, 2023 – September 30, 2024	\$48,000,000	39,715,200
00010- 15-D-412 Utility Shaft (US) project October 1, 2024 – July 22, 2025	\$857,752	\$709,075
00011-21-D-401 Hoisting Capability February 4, 2023 – September 30, 2023	\$14,421,621	\$11,921,873
00011-21-D-401 Hoisting Capability October 1, 2023 – September 30, 2024	\$0	\$0
00011-21-D-401 Hoisting Capability October 1, 2024 – September 30, 2025	\$49,320,527	\$40,771,636
00011-21-D-401 Hoisting Capability October 1, 2025 – November 7, 2026	\$42,187,500	\$34,875,000
00012-Option- 21-D-401 Hoisting Capability November 8, 2026 – March 19, 2027	\$19,335,938	\$15,984,375
IDIQ CLIN		
00013- IDIQ Scope	N/A	N/A

# F.2. PERIOD OF PERFORMANCE

(a) The base contract period shall be four years from the effective date of this Contract. There are six one-year option periods that may be exercised in accordance with FAR 52.217-9, Option to Extend the Term of the Contract and Section B- DOE-B-2014 Option to Extend the Term of the Contract: Estimated Cost, Fee and Period of Performance (OCT 2014). The period of performance of each CLIN can be found below:

CLIN Title
00001- Contract Transition 90 Days (PWS Section C.1)
Base Period
00002- Base Contract Period
February 4, 2023 – November 7, 2026 (PWS Sections: C.2, C.3, C.4, C.5.2, C.6, C.7)
Option Periods
00003- Option Contract Period
November 8, 2026 – <u>September 30, 2027</u> November 7, 2027 (PWS Sections: C.2, C.3, C.4, C.5.2,
C.6, C.7)
00004- Option Contract Period
October 1, 2027 – September 30, 2028 November 8, 2027 – November 7, 2028 (PWS Sections:
C.2, C.3, C.4, C.5.2, C.6, C.7)
00005- Option Contract Period
<u>October 1, 2028 – September 30, 2029</u> November 8, 2028 – November 7, 2029 (PWS Sections:
C.2, C.3, C.4, C.5.2, C.6, C.7)
00006- Option Contract Period
<u>October 1, 2029 – September 30, 2030</u> November 8, 2029 – November 7, 2030 (PWS Sections:
C.2, C.3, C.4, C.5.2, C.6, C.7)
00007- Option Contract Period
<u>October 1, 2030 – September 30, 2031</u> November 8, 2030 – November 7, 2031 (PWS Sections:
C.2, C.3, C.4, C.5.2, C.6, C.7)
00008- Option Contract Period
October 1, 2031 – November 7, 2032 <del>November 8, 2031 – November 7, 2032</del> (PWS Sections:
C.2, C.3, C.4, C.5.2, C.6, C.7)
Capital Asset Projects
00009-15-D-411 Safety Significant Confinement Ventilation System (SSCVS)
February 4, 2023 – August 25, 2025 (PWS Section: C.5.1.1)
00010-15-D-412 Utility Shaft (US) project
February 4, 2023 – July 22, 2025 (PWS Section: C.5.1.2)
00011-21-D-401 Hoisting Capability February 4, 2023 – November 7, 2026 (PWS Section: C.5.1.3)
00012- Option- 21-D-401 Hoisting Capability
November 8, 2026 – March 19, 2027 (PWS Section: C.5.1.3)