AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT
1. CONTRACT ID CODE
2. PAGE OF PAGES
3. AMENDMENT/MODIFICATION NO.
4. EFFECTIVE DATE
5. REQUISITION/PURCHASE REQ. NO.
6. ISSUE NO.
7. ADMINISTERED BY (if other than Item 6)
8. NAME AND ADDRESS OF CONTRACTOR (No, street, county, State and ZIP Code)

IDAH0 OPERATIONS OFFICE
Idaho Operations
U.S. Department of Energy
Idaho Operations
Idaho Falls ID 83415

9. AMENDMENT OF SOLICITATION NO.

10. MODIFICATION OF CONTRACT ORDER NO.

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 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)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/OFFERS. 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).

☒C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

☐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: 968795604

The purpose of this modification is to adjust CLIN-6 cost and fee based on Defense Contract Audit Agency report provided to DOE-ID on July 17, 2019. In addition, this modification revises Section H and Section I of the contract. Please refer to the Continuation Pages incorporated as part of this modification for further detail. The Contractor is directed to continue operations in accordance with contract Section B.2.

Continued...

Except as provided herein, all items 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)

Thomas M. Williams
Director, Prime Contracts

15B. CONTRACT OFFERER

(Signature of person authorized to sign)

15C. DATE SIGNED

9-5-19

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

Aaron Nebeker

16B. UNITED STATES OF AMERICA

(Signature of Contracting Officer)

16C. DATE SIGNED

9-5-19

STANDARD FORM 30 (REV. 11/2016)

Prescribed by GSA FAR (48 CFR) 35.243

Previous edition unavailable.
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<th>ITEM NO.</th>
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<th>QUANTITY</th>
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<td>Target ICP-Core DOE Mission Work</td>
<td>1,742,102,382.00</td>
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Payment:
OR for Idaho
U.S. Department of Energy
Oak Ridge Financial Service Center
P.O. Box 6017
Oak Ridge TN 37831

FOB: Destination
Period of Performance: 06/01/2016 to 05/31/2021

Change Item 00001 to read as follows (amount shown is the total amount):

Line item value is: $1,742,102,382.00
Incrementally Funded Amount: $1,422,292,659.70

This modification decreases the Total Contract Value (including options) by $1,132,181 from $1,864,397,458 to $1,863,265,277. See continuation pages for further details.
This modification is being made under the authority of contract clause Section I.100, Changes – Cost Reimbursement (AUG 1987) - Alternate II and III (APR 1984).

This modification (1) decreases the value of CLIN-6 incorporated under Section C.6.1.10 Integrated Waste Treatment Unit (IWTU) Phase 3/4 Facility Modifications, Confirmatory Demonstration Run, System Performance Tests, and the Startup of Radioactive Operations as a result of the recent DCAA audit of the IWTU Phase 3/4 Part A proposal; (2) Incorporates changes to Section H.4(n) – Employee Compensation: Pay and Benefits; and (3) Incorporate FAR Clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment under Section I.

The following changes are hereby made to the contract:

1. **SECTION B.2 (c) CONTRACT COST AND FEE SCHEDULE** is revised as follows:

   CLIN-1: Target ICP Core DOE Mission Work Scope (Base) is revised to incorporate the change stated above.

   The Direct Target Cost remains unchanged at $856,279,401.

   The Indirect Target Cost is decreased by $153,979 from $294,460,680 to $294,306,701.

   The Total Target Cost is decreased by $153,979 from $1,150,740,081 to $1,150,586,102.

   The Cost Incentive (Target) is decreased by $7,622 from $24,548,503 to $24,540,881.

   The Cost Incentive (Maximum) is decreased by $19,940 from $64,222,854 to $64,202,914. The overall CLIN-1 Max Fee, including milestones and performance fee, is correspondingly decreased by $19,940 from $136,342,982 to $136,323,042.

   **CLIN-6: Integrated Waste Treatment Unit (IWTU) Operations and Turnover:**

   The estimated cost for CLIN-6 is decreased by $855,438 from $61,621,715 to $60,766,277.

   The fixed/milestone fee under CLIN-6 is decreased by $102,824 from $7,406,930 to $7,304,106.

   ***Note: The overall rate and structure of the fee under Phase 3/4 remain unchanged. In addition, the milestone completion criteria for each milestone remains unchanged in Attachment A – IWTU Phase 3/4 Milestone Fee Plan in modification 131.***
Summary:
The Contract Value is decreased by $1,132,181 (cost and fee adjustments under CLIN-1 & CLIN-6) from $1,864,397,458 to $1,863,265,277.

The attached B.2(c) Fee Model has been updated to reflect the adjustment to CLIN-1 and CLIN-6.

[Next Page]
No other changes to Section B.2.

2. **SECTION B.6(a)(2) CONTRACT PERFORMANCE CEILING** is decreased by $173,919 from $1,381,039,790 to $1,380,865,871

3. **POH TRACKING TOOL** has been updated to include the changes as a result of this modification and is incorporated as part of this modification.
4. **SECTION C.6.1.10, INTEGRATED WASTE TREATMENT UNIT (IWTU) PHASE 3/4, FACILITY MODIFICATIONS, CONFIRMATORY DEMONSTRATION RUN, SYSTEM PERFORMANCE TESTS, AND THE STARTUP OF RADIOACTIVE OPERATIONS** is decreased as follows:

Based on the DCAA audit results, the estimated cost under CLIN-6 estimated cost is decreased by $855,438 from $61,621,715 to $60,766,277. The fixed/milestone fee under CLIN-6 is decreased by $102,824 from $7,406,930 to $7,304,106.

5. **SECTION H.4(n) Performance Based Incentive Plan** is revised to incorporate the following:

The Contractor is directed to invoice separately for the employee incentive payments. The Contractor shall not include these costs on its normal bi-weekly cost invoices. As a result, there will be an additional invoice once a year for the employee incentive payout costs that do not impact the Contractor’s contractual requirement to only submit cost invoices every two weeks. In addition, the Contractor is directed to allocate the annual employee incentive payout costs to the CLINS in the following manner for Fiscal Years 2016 through 2018 – 91% for CLIN 0001, 4% for CLIN 0003, and 5% for CLIN 0006. For the remaining contract period of performance, the CLIN allocation percentages will be reconciled on an annual basis. The Contractor shall submit its documentation for CLIN allocation to the Contracting Officer for validation. As a result of this directed charging practice, the employee based incentive plan costs must be excluded from the Fringe pool in order to accurately represent this established charging practice for these costs. The amount billed for the employee incentive plan costs shall only represent the DOE-ID portion of the actual payout to the employees. This shall not include the employer portion of payroll taxes or any indirect adders.

No other changes to Section H.4(n).

6. **SECTION I.174, FAR Clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment:**

An interim rule amending the FAR to implement section 889(a)(1)(A) of the National Defense Authorization Act (NDAA) for Fiscal Year (FY) 2019 (Pub. L. 115-232) has been issued effective Aug 13, 2019.

Based on the above, FAR Clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment is incorporated by this contract modification.

There is no cost impact to the contract.

7. **CONTRACTOR’S STATEMENT OF RELEASE:** In consideration of the modification agreed to herein as a complete equitable adjustment (Part A scope) for the directed change to incorporate the work scope under CLIN-6 Section C.6.1.10, Integrated
Waste Treatment Unit (IWTU) Phase 3/4 Part A Facility Modifications, Confirmatory Demonstration Run, System Performance Tests, and the Startup of Radioactive Operations, and in accordance with contract Section I.100 52.243-2 Changes—Cost Reimbursement Alt II and III, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment. The total price of the equitable adjustment is ($1,132,181).

No other changes to the terms and conditions.