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|---|------------------------------------|--|--|
| <b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>   |                                    | 1. CONTRACT ID CODE  | PAGE OF PAGES<br>1 2   |
| 2. AMENDMENT/MODIFICATION NO.<br>P00073   | 3. EFFECTIVE DATE<br>See Block 16C | 4. REQUISITION/PURCHASE REQ. NO.   | 5. PROJECT NO. (If applicable)                               |
| 6. ISSUED BY<br>U.S. Department of Energy<br>Idaho Operations Office<br>1955 Fremont Avenue<br>Idaho Falls ID 83415   | CODE<br>892432                     | 7. ADMINISTERED BY (If other than Item 6)<br>U.S. Department of Energy<br>Idaho Operations Office<br>1955 Fremont Avenue<br>Idaho Falls ID 83415 | CODE<br>00701  |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)<br>Idaho Environmental Coalition LLC<br>Attn: John H. MacRae, Jr.<br>1580 Sawtelle Street<br>Idaho Falls ID 83402 |                                    | (x)  | 9A. AMENDMENT OF SOLICITATION NO.                            |
| CODE  |                                    |  | 9B. DATED (SEE ITEM 11)                                      |
| FACILITY CODE   |                                    | x  | 10A. MODIFICATION OF CONTRACT/ORDER NO.<br>89303321DEM000061 |
|   |                                    |  | 10B. DATED (SEE ITEM 13)<br>05/27/2021                       |

**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)

**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:<br>FAR 43.103(a) - Bilateral   |
|           | 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: Not Available

UEI: LQ5ZLNE3EM27

Procurement Instrument Identifier (PIID): 89243222FEMTO03,

The purpose of this modification is to incorporate revisions to the Fiscal Year (FY) 2023 Performance Evaluation Measurement Plan (PEMP) for Task Order 3 (TO-3), Integration and Mission Continuity. See TO-3 below for additional information.

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)<br>J.H. MacRae, Jr (Jack), Business Services & PCO   |                  | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)<br>Aaron Nebeker  |                               |
| 15B. CONTRACTOR/OFFEROR<br>JOHN MACRAE (Affiliate)<br><small>Digitally signed by JOHN MACRAE (Affiliate)<br/>Date: 2023.07.24 17:14:12 -0600</small><br>(Signature of person authorized to sign) | 15C. DATE SIGNED | 16B. UNITED STATES OF AMERICA<br>Aaron S. Nebeker<br><small>Digitally signed by Aaron S. Nebeker<br/>Date: 2023.07.25 04:32:42 -0600</small><br>(Signature of Contracting Officer) | 16C. DATE SIGNED<br>7/25/2023 |

Previous edition unusable

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
89303321DEM000061/P00073

PAGE OF  
2 2

NAME OF OFFEROR OR CONTRACTOR  
Idaho Environmental Coalition LLC

| ITEM NO.<br>(A) | SUPPLIES/SERVICES<br>(B)   | QUANTITY<br>(C) | UNIT<br>(D) | UNIT PRICE<br>(E) | AMOUNT<br>(F)  |
|-----------------|--|-----------------|-------------|-------------------|----------------|
| 00003           | <p>Payment:<br/>OR for Idaho<br/>U.S. Department of Energy<br/>Oak Ridge Financial Service Center<br/>P.O. Box 6017<br/>Oak Ridge TN 37831<br/>Period of Performance: 10/01/2021 to 09/30/2031</p> <p>Change Item 00003 to read as follows (amount shown is the total amount):</p> <p>Task Order-3 - Integration and Mission Continuity<br/>Line item value is: \$704,434,094.00<br/>Incrementally Funded Amount: \$703,699,081.77</p> <p>PIID: 89243222FEMTO03<br/>TASK ORDER 3 - INTEGRATION AND MISSION CONTINUITY</p> <p>This modification incorporates revisions to the FY 2023 PEMP for TO-3 which measures contractor performance from October 1, 2022 to September 30, 2023.</p> <p>OBJECTIVE FEE:<br/>No change.</p> <p>SUBJECTIVE FEE:<br/>Five total revisions include adding fee of \$699,576 (\$115,172 Defense and \$584,404 Navy) to the subjective fee. These subjective fee changes were negotiated in prior modifications as follows:</p> <ul style="list-style-type: none"> <li>- (\$181,744) - Mod P00060</li> <li>- \$51,653 - Mod P00062</li> <li>- \$85,545 - Mod P00064</li> <li>- \$159,718 - Mod P00065</li> <li>- \$584,404 - Mod P00069</li> </ul> <p>TOTAL \$699,576</p> <p>The total available award fee in the FY 2023 PEMP is increased by \$699,576 from \$36,026,787 to \$36,726,363 (Includes \$24,327,707 in objective fee and \$12,398,656 in subjective fee). See attached FY 2023 PEMP (Rev 5) for details.</p> |                 |             |                   | 704,434,094.00 |

**APPROVALS**

**Issued By:**

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Aaron Nebeker  
Contracting Officer

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Date

**Concurred By:**

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Nick Balsmeier  
Task Order Integration Manager

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Date

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Maria M. Mitchell-Williams  
Assistant Manager  
Business and Acquisition Management

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Date

**Approved:**

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Connie M. Flohr, Manager  
Idaho Cleanup Project  
Office of Environmental Management

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Date

**Accepted By:**

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L. Ty Blackford  
President and Program Manager  
Idaho Environmental Coalition, LLC

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Date

REVISION LOG

| Revision | Section    | Page No.   | Description   | Date             |
|----------|------------|------------|---|------------------|
| 0        | ALL        |            | Initial issue of document.  | July 2022        |
| 1        | ALL        |            | Addition of Navy S1W Crane Scope  | October 2022     |
| 2        | ALL        | 8,10,36    | Addition of IPL carryover from 22   | October 2022     |
| 3        | ALL        | 8,10,32,36 | Remove FY24 IPL Fee and editorial fixes   | November 2022    |
| 4        | ALL        |            | <ul style="list-style-type: none"> <li>• Additional FY23 IPL fee of \$1,044,055 to new subjective criteria</li> <li>• Addition of Cold Crucible fee of \$1,819 over all subjective criteria</li> <li>• Revision to PBI 1.2 as previously approved.</li> <li>• Revision to PBI 1.3 to meet ISA WIPP Shipping commitments.</li> <li>• Revision to PBI 1.1 to replace Nevada Sphere PBI no change to available fee.</li> <li>• Extend due date for PBI 1.11 to 9/30/23.</li> </ul>   | April 2023       |
| <u>5</u> | <u>ALL</u> |            | <ul style="list-style-type: none"> <li>• <u>CPP-603 Descope: Fee of \$181,744 is removed from defense subjective criteria</u></li> <li>• <u>INTEC Diesel Compressor Replacement: Fee of \$51,653 is added to defense subjective criteria</u></li> <li>• <u>FY23 SNF Staging Facility: Fee of \$85,545 is added to defense subjective criteria</u></li> <li>• <u>FY23 ICDF: Fee of \$159,718 is added to defense subjective criteria</u></li> <li>• <u>S1W Additional /Supplemental Work: Fee of \$584,404 is added to navy subjective criteria</u></li> </ul> | <u>July 2023</u> |
|          |            |            |   |                  |
|          |            |            |   |                  |
|          |            |            |   |                  |

## PERFORMANCE EVALUATION AND MEASUREMENT PLAN

### I. INTRODUCTION

In accordance with FAR 16.401, "General," this Performance Evaluation and Measurement Plan (PEMP) has been established for Contract No. 89303321DEM000061-, *Idaho Cleanup Project*. This PEMP utilizes a combination of objective Performance Based Incentives (PBI) and subjective award-fee criteria to encourage contractor excellence in performing ICP operations within established costs and schedules of the Idaho Cleanup Project (ICP).

The PEMP gives the U.S. Department of Energy (DOE) Idaho Cleanup Project (DOE-ICP) a tool to identify and reward superior performance and incentivize the highest levels of excellence in specific focus areas, but not at the expense of safety, cost, schedule, or technical performance in the balance of scope. Furthermore, the PEMP defines DOE-ICP's approach for evaluating, documenting, and providing award fee to the contractor for the execution of contract requirements as defined in the ICP contract.

### II. CONTRACT ATTRIBUTES

The ICP contract involves the safe environmental cleanup of the Idaho National Laboratory (INL) Site, which contains contaminated legacy wastes generated from World War II era weapons testing, government-owned research and defense reactors, spent nuclear fuel reprocessing, laboratory research, and other defense missions. The ICP is funded through the DOE Office of Environmental Management (EM), and the project focuses on reducing risks to workers, the public, and the environment, while protecting the Snake River Plain Aquifer, a sole source aquifer that sustains Idaho's agricultural industry.

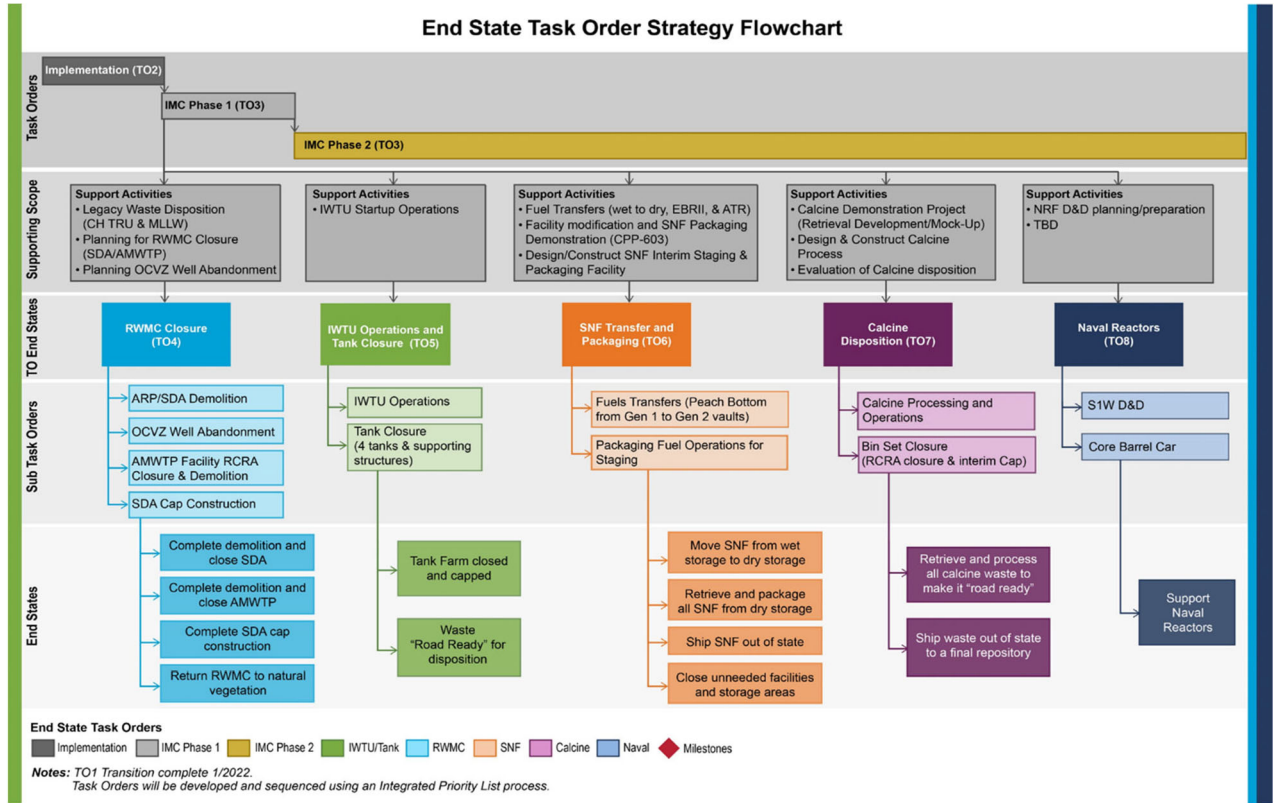
To complete its mission, ICP is utilizing the End State Contracting Model (ESCM), a single award Indefinite Delivery/Indefinite Quantity (IDIQ) contract with the ability to issue both Cost Reimbursement (CR) and Fixed Price (FP) Task Orders (TO). The ESCM was developed by DOE Environmental Management (EM) as the preferred contracting approach to provide EM the needed flexibility to partner with industry and its stakeholders at this critical juncture of the EM Program and to openly negotiate the appropriate end states to reach completion. The purpose of the ICP End State contract is to achieve significant reduction in financial liability and environmental risk that provides the best overall optimal solution towards completion of the EM mission at the INL Site by accomplishing the maximum amount of environmental cleanup in the least amount of time and at the best value to the U.S. taxpayer.

Following the Implementation Period Task Order (TO-2), the Integration & Mission Continuity (IMC) (Phase 1) Task Order (TO-3) provides for operational continuity and programmatic support during which initial End State TOs will be defined, developed, and negotiated. Once the initial End State TOs are negotiated and work has begun, the IMC TO will transition to Phase 2, where additional End State TOs will continue to be negotiated as scopes are defined. Core scope activities will remain under Phase 2 throughout the life of the contract to cover core programs that maintain a comprehensive and effective continuity capability across ICP projects to support achievement of defined End States.

While it is anticipated that TO-3 will be extended and/or re-negotiated every two years, the initial period of performance for TO-3 (Phase 1) covers May 1, 2022, through September 30, 2023, to appropriately align TO-3 by fiscal year (FY). In parallel, the initial PEMP covered May 1, 2022, through September 30, 2022 (five months) and this 12-month PEMP covers FY23 (for the

period October 1, 2022, through September 30, 2023).

TO-3 (Phases I and II) is depicted below in ICP's approved Ten-Year End State Strategic Task Order Plan (TYP).



### III. ORGANIZATIONAL STRUCTURE AND DUTIES

The following organizational structure for the ICP PEMP Review Board (PRB) is established for administering the fee provisions of the contract.

#### A. Roles and Responsibilities

##### 1. ICP Manager/Fee Determination Official (FDO)

The DOE ICP Manager is the designated FDO. The FDO determines the final performance fee amount. When determining the final award fee, the FDO may consider all available information including, but not limited to, technical evaluations from federal staff and Contractor self-assessments. Based on this information the FDO assigns a final performance fee amount for the evaluation period. The FDO will notify the ICP Contracting Officer (CO) in writing or via electronic correspondence of his/her final determination of that performance fee amount. The Primary responsibilities of the FDO are to:

- 1) Determine/Approve fee amount that may be earned during the evaluation period.
- 2) Determine/Approve the weighting of objective and subjective award fee.
- 3) Provide office priorities to ICP staff to assist in developing objective and subjective fee criteria.
- 4) Provide final approval of all award fee criteria.
- 5) Determine final fee earned during the evaluation period.

##### 2. Task Order Integration Manager (TOIM)

The TOIM will be the point of organizational authority within DOE-ID for: development and coordination of the PEMP, which includes the Award Fee Plan (AFP); performance monitoring; performance validation; performance reporting; and providing recommendation(s) on provisional payment of fee related to Performance Based Incentives (PBIs) and subjective criteria. The primary responsibilities of the TOIM 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 DOE-ICP federal staff, Headquarters (HQ) program and policy organizations.
- 3) If required, and in coordination with the CO, submit the PEMP and/or the evaluation criteria for necessary Head of Contracting Activity (HCA)<sup>1</sup> approval and HQ reviews.
- 4) If required, in coordination with the CO, coordinate major PEMP

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<sup>1</sup> A Memorandum of Understanding (MOU) established an agreement between the Department of Energy (DOE) Office of Environmental Management (EM) and Office of Nuclear Energy (NE) for EM funded personal property, acquisition, and assistance actions executed at the Idaho Operations Office. This MOU formalized the cooperative relationship between the Heads of Contracting Activity (HCA) for EM and NE and established the procedures for all EM contracts awarded or administered by NE at the Idaho Operations Office (DOE-ID), including but not limited to pre and post award documents requiring HCA or higher approval, contractor pension plans and workforce actions.

changes with the HCA and provide minor changes to performance expectations and the evaluation criteria to the HCA.

3. Contracting Officer (CO)

- 1) In coordination with the TOIM, the CO is an advisor and negotiator in the development and establishment of the PEMP, including the evaluation criteria and establishment of reasonable available fee amounts.
- 2) The CO will forward the approved PEMP, including the evaluation criteria and available fee amounts, to the Contractor through a task order modification.
- 3) 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 of improvement in the Contractor's performance.
- 4) The CO will coordinate approval of minor changes to the PEMP and obtain the HCA approval of major changes,
- 5) The CO will unilaterally modify the task order 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.

4. Contracting Officer Representative(s) (COR)

- 1) The COR is responsible for providing technical direction to the Contractor in accordance with the contract clause I.216 Technical Direction DEAR 952.242.70 (DEC 2000).
- 2) The 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 COR works closely with subject matter experts (SMEs) to evaluate performance against evaluation criteria and address any proposed modifications to these criteria.
- 4) The COR performs periodic reviews of the Contractor to evaluate progress towards completion of requirements for Performance Based Incentives (PBIs) and recommends final fee to the CO and FDO.
- 5) The COR supports 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.

5. Assistant Manager(s) (AM)

The AM's assist the COR(s) in carrying out the following responsibilities as requested:

- 1) Develop the evaluation criteria related to their assigned areas.



- 2) Assist the CO in negotiation of the evaluation criteria with the Contractor.
  - 3) Assist the FDO, TOIM, CO, and COR with reasonable fee allocations.
  - 4) Review the Contractor's request for change(s) to the evaluation criteria and recommend approval or disapproval to the CO and COR.
  - 5) Monitor, evaluate, assess, and validate the Contractor's performance against the PBIs and subjective criteria in the PEMP.
6. All ICP Staff
- 1) As requested by the FDO, TOIM, CO, COR, AM, 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 AM, TOIM or CO.
  - 3) The Project Controls supervisor, or delegate, will perform a fee analysis that will be included in the recommendation provided to the CO and FDO.

#### **IV. PEMP DEVELOPMENT PROCESS**

While the PEMP incentives may be unilaterally developed by DOE, a teaming approach between DOE-ICP and the Contractor provides significant benefits. As envisioned by the ESCM, 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. This collaboration allows the Contractor to accept greater risk when requirements are developed jointly.

The evaluation criteria are developed by the TOIM in consultation with the FDO, CO, COR, AMs, and ICP Staff as applicable. In addition, it is expected that DOE-ICP partners with Contractor personnel to discuss the content of the PEMP and develop PBIs and resulting completion criteria.

While the evaluation criteria are developed in partnership with the Contractor, the determination of fee allocation is made by DOE-ICP.

Approval by the TOIM, CO and the FDO 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), EM 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 substantial budget modifications. The Contractor should be appropriately compensated for any performance toward the end state objectives identified in the evaluation criteria and subsequently abandoned or modified by DOE ICP. 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 CO should make every effort to 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 and 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 approval by the EM HCA. Reallocation of fee may not violate FAR 15.401(e)(4).

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 the master IDIQ contract.

a. **FEE CONCEPT**

Table 1. Award-Fee Pools.

| <b>Award Fee</b>                           | <b>Value</b>  |
|--|---|
| Defense Objective Award Fee                | \$22,308,738  |
| Naval Reactors Objective Award Fee         | \$2,018,969   |
| <b>Total Objective Award Fee Available</b> | <b><u>\$24,327,707</u></b>                              |
| Defense Subjective Award Fee               | <del>\$10,778,508</del> <del>10,663,336</del>           |
| Non-Defense Subjective Award Fee (6% Fee)  | \$232,170   |
| Naval Reactors Subjective Award Fee        | <del>\$1,387,978</del> <del>803,574</del>               |
| <b>Subjective Award Fee Available</b>      | <b><u>\$12,398,656</u></b> <del><u>11,699,080</u></del> |
| <b>Total Award Fee Available</b>           | <b><u>\$36,726,363</u></b> <del><u>36,026,787</u></del> |

The total award fee available may be earned through two components: (a) objective award fee, earned through the completion of PBIs; and (b) subjective award fee, earned via the subjective evaluation of the Contractor's performance, in accordance with the subjective evaluation criteria outlined in this PEMP.

Due to differing funding sources on the ICP contract, each award fee area is broken down into the following categories: Defense, Non-Defense, and Naval Reactors. The fee for each fund type nor the total fee can exceed the ceiling of 8% as described in the Section B of the master IDIQ contract.

A summary of the available fee (objective and subjective) is shown in the table in Table 1 above:

## 1. Objective Award Fee

Emphasis is placed on end state objective PBIs that support, but are not limited to, work scope aligned with the ICP Strategic Vision, ICP Ten-Year End State Strategic Task Order Plan (TYP), DOE-ICP priorities, DOE EM corporate metrics and priorities, the EM lifecycle estimates, mission milestones, the Idaho Settlement Agreement (ISA), and operational needs. 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).

Each PBI will be evaluated in accordance with the specified completion criteria and fee structure. PBIs that do not specify a fee scale or other fee mechanism are “all or none.” Should the Contractor fail to meet the completion criteria of the PBI, the Contractor will not receive the fee allocated to that PBI.

During the execution of a PBI, in the event of unsatisfactory performance in any subjective performance areas described in the contract, a reduction in PBI fee may also be considered.

The intent of total fee available for the Objective Criteria is 75% of the total available fee. However, this percentage may vary if scope is added or removed during the evaluation period based upon approval by the FDO. The objective criteria are divided into goals shown in the table below.

Table 2. Objective Award Fee Pools

| Award Fee                            | Value               |
|--------------------------------------|---------------------|
| Defense                              | \$22,308,738        |
| Naval Reactors                       | \$2,018,969         |
| <b>Total Objective Fee Available</b> | <b>\$24,327,707</b> |

Approved PBIs can be found in [Section VIII](#), Performance Based Incentives (PBI).

## 2. Subjective Award Fee

The Contractor is required to accomplish and manage the balance of the Performance Work Statement (PWS) that is not incentivized by objective award fee and progress toward End States outlined in the TYP. Much of this work, including support and/or deliverables, does not lend itself to be objectively measured. Therefore, these efforts are measured subjectively by the criterion defined in this PEMP and are further evaluated by the FDO who may use discretionary factors in determining the amount of subjective award fee earned.

In accordance with contract clause B.13 Performance Management Incentive (PMI), traditional subjective criteria must be evaluated separately and exclusive from any PEMP and any PMI fee earning, or reduction cannot duplicate any other fee action. The PMI clause, unique to DOE-ICP, reflects subjective criteria that allows the CO flexibility among all active task orders, particularly non cost-plus award fee (CPAF) task orders. A separate evaluation process is in place to monitor performance under B.13 with final evaluations being consistent with any Contractor Performance Assessment Report (CPAR) evaluations. As stated in contract clause B.13, PMI is “a contract-wide incentive measured individually among all

*active Task Orders (excluding Transition). The PMI is exclusive of any Performance Evaluation Measurement Plan. For any active Task Order, available PMI fee may be reduced unilaterally by the CO based on the degree of non-achievement.”* The subjective criteria covered by B.13 includes the following: 1) safety and operational performance, 2) meeting regulatory or court-ordered milestones, 3) quality assurance performance, 4) maintenance of facilities and infrastructure, 5) management of Contractor’s team (including teaming subcontractors), 6) administering sound business systems in a complex IDIQ task order environment, and 7) IDIQ management (including timely, good-faith and fair dealings in conducting negotiations, including equitable risk sharing for all parties).

Subjective criteria for this PEMP have been established in the following areas: Schedule/Cost Control; ICP End State Program Support (Defense); Naval Reactors; and Non-Defense. These subjective criteria may be adjusted during the mid-term review of the PEMP. In addition, these criteria are not meant to be all-inclusive in the evaluation of the subjective portion of the PEMP. DOE-ICP may consider other related performance information and data when evaluating the Contractor’s performance for the subjective portion of the fee.

Areas within an evaluation criterion are not sub-criteria and will not be individually rated but considered in the overall evaluation. If significant problems are identified in the evaluated performance for any criteria, the fee allocation is at the discretion of the FDO to appropriately reflect the impact of the identified problems.

To be minimally acceptable, all the Contractor’s formal products required by the contract, DOE order, regulation, procedure, plan, or DOE-written direction shall be complete, accurate, and on schedule.

The intent of total fee available for the Subjective Criteria is 25% of the total available fee. As noted above, this percentage may change as scope is added or removed during the evaluation period. The subjective criteria is broken out by area in the table below.

| <b>Award Fee</b>                                 | <b>Weight % of available subjective fee</b> | <b>Value</b>                         |
|--|---|--------------------------------------|
| <b>Defense</b>                                   |   |                                      |
| <b>Total Defense Subjective Fee</b>              |   | <b><u>\$10,778,50840,663,336</u></b> |
| Schedule   |   | <u>\$3,244,8183,206,427</u>          |
| Cost   |   | <u>\$3,244,8183,206,427</u>          |
| Program Management                               |   | <u>\$3,244,8183,206,427</u>          |
| FY 23 Integrated Priority List Items             |   | \$1,044,055                          |
| <b>Non-Defense</b>                               |   |                                      |
| <b>Total Non-Defense Subjective Fee (6% Fee)</b> |   | <b>\$232,170</b>                     |
| Schedule   |   | \$77,390                             |

|  |  |                                      |
|--|--|--------------------------------------|
| Cost                                       |  | \$77,390                             |
| Program Management                         |  | \$77,390                             |
| <b>Naval Reactors</b>                      |  |                                      |
| <b>Total Naval Reactors Subjective Fee</b> |  | <b>\$<del>1,387,978</del>803,574</b> |
| Schedule                                   |  | <del>\$462,659</del> 267,858         |
| Cost                                       |  | <del>\$462,659</del> 267,858         |
| Program Management                         |  | <del>\$462,660</del> 267,858         |

Approved subjective criteria can be found in [Section IX](#), ICP Program Support Goals.

**b. ALLOCATION OF FEE**

The valuation of PBIs will be determined by DOE-ICP, with consideration given to the value of the incentivized work scope, the degree of risk accepted by the Contractor, mission and/or regulatory significance, and other means in which the scope may be incentivized. Upon valuation of the PBIs, the remaining total available fee pool will be allocated as subjective award fee to be earned via the subjective evaluation of the Contractor's performance in accordance with the subjective evaluation criteria outlined in this PEMP. At no point are the fee pools required to maintain an agreed-upon split represented either by a percentage or a dollar value.

In accordance with FAR 16.401(e)(4), 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-ICP, if an evaluation criterion is cancelled or modified, any unearned fee may be allocated to another evaluation criterion or criteria. This reallocation requires approval by the EM HCA.

**c. PERFORMANCE MONITORING, EVALUATION AND FEE DETERMINATION**

**1. Monitoring Performance**

DOE-ID will monitor Contractor performance against the established subjective and objective evaluation criteria throughout the performance period and the terms of the PBIs. Performance will be monitored through the performance of, but not be limited to the following: physical walk-throughs, documentation of accomplishments, review of Contractor invoices, monthly reports, Contractor Assurance System (TrackWise), SmartSheet dashboards (when available), and any other methods that can validate progress towards PBIs and subjective criteria. Performance feedback to the Contractor will be provided periodically throughout the year.

**2. Contractor Self Assessments**

The Contractor may elect to perform a quarterly and final self-assessment of subjective criteria during the performance period. The contractor may submit an electronic copy of its quarterly self-assessment report to the CO by the last day of each Quarter during the fiscal year, and a final self-assessment within 10 calendar

days after the end of the performance evaluation period.

The Contractor self-assessments shall be self-critical and must address both the strengths and weaknesses, as well as opportunities for improvement, 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 to avoid recurrence.

3. Monthly Performance Based Incentive Submittal

As part of its Monthly Status Report, the Contractor shall provide the CO with a status of objective PBIs. The joint contractor/federal monthly status review shall satisfy this requirement. The status report shall include the progress on all active PBIs, as well as a summary of PBIs that were completed during the month. Supporting documentation demonstrating completion of the PBI in accordance with the defined completion criteria will be submitted to the CO once compiled to support verification of completion. This information shall also be made available in dashboard format once the SmartSheet system is finalized.

4. DOE Quarterly Evaluation

In order to minimize potential surprises for CPARs evaluations and fee determinations, DOE-ICP will provide at least quarterly feedback to the Contractor, including a mid-term written feedback, which will be provided in the format of informal CPARS that is not entered into the formal system, or through other templates as deemed appropriate.

5. Fee Determination

A consolidated report of DOE-ICP evaluations and the Contractor's completed, subjective mid-term and final assessments, if any, will be prepared by the TOIM in coordination with the CO and with assistance and input from the AMs. The final report will be 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).

a. Objective Award Fee Determination:

For any PBI that is not met during the performance period, the FDO, with input from AMs, CO and TOIM, will determine if any partial PBI fee is warranted. 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 metric/milestone will be determined by the DOE in accordance with the contract). It is within the FDO's discretion to grant zero fee for incomplete metrics/milestones.

b. Subjective Award Fee Determination

At the end of the performance period, the FDO will evaluate the Contractor's performance and assign adjectival ratings to the subjective award-fee areas, based on performance during the entirety of the evaluation period.

Each subjective criterion Schedule, Cost Control and Program Management will be assigned one of the following adjectival ratings:

Table 4: Adjectival Ratings

| <b>Award Fee Adjectival Rating</b> | <b>Award Fee Pool Available to Be Earned</b> | <b>Description</b>  |
|------------------------------------|--|---|
| Excellent                          | 91%-100%                                     | <p>Contractor has exceeded almost all of the performance requirements of the applicable criterion for the award-fee evaluation period.</p> <p>Contractor has exceeded almost all of the significant Award Fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the Award Fee Plan for the Award Fee evaluation period.</p> |
| Very Good                          | 76%-90%                                      | <p>Contractor has exceeded many of the significant Award Fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the Award Fee Plan for the Award Fee evaluation period.</p>  |
| Good                               | 51%-75%                                      | <p>Contractor has exceeded some of the significant Award Fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the Award Fee Plan for the Award Fee evaluation period.</p>  |
| Satisfactory                       | No Greater Than 50%                          | <p>Contractor has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the Award Fee Plan for the Award Fee evaluation period.</p>  |
| Unsatisfactory                     | 0%   | <p>Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the Award Fee Plan for the Award Fee evaluation period.</p>   |

6. Circumstances Outside of the Contractor’s Control

In accordance with Section B.9 of the Master PWS:

The Contractor is responsible for total performance of Task Orders issued under this Contract, including its specific technical approach and methods to perform the Task Order PWS, including End States (if applicable). The Contractor is responsible for examining available information such as drawings and designs, photographs, regulatory documents, and other documents in developing its approach and estimated pricing for individual Task Orders. For all work within the control of the Contractor, the consequences of any adverse Contractor work performance, and the consequences of any regulatory actions in response to adverse Contractor work performance, shall not be a basis for equitable adjustment. As applicable, Task Orders issued under this contract shall clearly identify the risk ownership for both the Government and the Contractor such that contract changes are reduced to the maximum extent practicable.

The requirements contained in section B.9 apply to both objective and subjective criteria. However, the Contractor may request partial payment of fee for missed PBIs due to circumstances outside of those described in B.9 above. DOE-ICP 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 FDO for a determination of fee eligible/non-eligible for payment.

7. Minimal Performance Expectations

In accordance with FAR 16.401, Award fee shall not be earned if the contractor’s overall cost, schedule, and technical performance in the aggregate is below satisfactory. The basis for all award-fee determinations shall be documented in the contract file to include, at a minimum, a determination that overall cost, schedule and technical performance in the aggregate is or is not at a satisfactory level. This determination and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.

**VIII. (OBJECTIVE) BASED PERFORMANCE BASED INCENTIVES**

Objective Award Fee Pools

| <b>Award Fee</b>                     | <b>Value</b>        |
|--------------------------------------|---------------------|
| Defense                              | \$22,308,738        |
| Naval Reactors                       | \$2,018,969         |
| <b>Total Objective Fee Available</b> | <b>\$24,327,707</b> |



**1. Approved PBIs**

| Goal/End State Area                                      | PBI Outcome Statement  | Completion Date | Available Fee | % Of Fee |
|--|--|-----------------|---------------|----------|
| <b>1.0 – Site Cleanup</b>                                |  |                 |               |          |
| 1.1 – Waste Processing                                   | Develop new Department of Transportation (DOT) certified Type A soft-sided bags for shipment of 100-gallon transuranic (TRU) waste product drums and 55-gallon TRU waste drums for disposal at the Waste Isolation Pilot Plant (WIPP). | 9/30/23         | \$669,262     | 3%       |
| 1.2 – Waste Processing                                   | TRU Indeterminate Waste Processing   | 9/30/23         | \$3,569,398   | 16%      |
| 1.3 – TRU Waste Certification                            | Certify true waste for disposal at WIPP  | 9/30/23         | \$3,569,398   | 16%      |
| 1.4 – Process STP RWDP Backlog                           | Process Site Treatment Plan (STP) RWDP backlog to meet annual milestone  | 9/30/23         | \$446,175     | 2%       |
| 1.5 – Integrated CERCLA Disposal Facility (ICDF) Cell 3  | Continue progress toward new ICDF cell   | 9/30/23         | \$669,262     | 3%       |
| 1.6 – Cyber Security                                     | Establish an Industrial Control System Accreditation Boundary  | 9/30/23         | \$1,115,437   | 5%       |
| 1.7 – Operable Unit (OU) 7-13/14 Phase I report          | Deliver a draft (interim) remedial action report for Phase 1 for Agency review for OU 7 13/14  | 12/31/22        | \$223,087     | 1%       |
| 1.8 - SDA Cap Construction                               | Deliver required documents to support Cap construction start   | 9/30/23         | \$1,561,612   | 7%       |
| 1.9 – WMF-363 closure                                    | Remove asphalt from WMF-636 Pad R  | 4/30/23         | \$446,175     | 2%       |
| 1.10 – Integrated Waste Treatment Unit (IWTU) Operations | Start up and Operate IWTU  | 9/30/23         | \$4,461,748   | 20%      |
| 1.11 – IWTU Support                                      | Begin construction on Product Storage Building II  | 9/30/23         | \$446,175     | 2%       |
| 1.12 – Spent Nuclear Fuel (SNF) Transfers                | Perform SNF transfers  | 9/30/23         | \$2,677,049   | 12%      |
| 1.13 – Spent Nuclear Fuel Transfers                      | Perform Peach Bottom transfers   | 9/30/23         | \$2,230,874   | 10%      |

| Goal/End State Area         | PBI Outcome Statement  | Completion Date | Available Fee | % Of Fee |
|-----------------------------|--|-----------------|---------------|----------|
| 1.14 – Calcine              | Finalize the CSSF 1 Phase 1 retrieval equipment installation plan. | 6/30/23         | \$223,087     | 1%       |
| <b>2.0 – Naval Reactors</b> |  |                 |               |          |
| 2.1 – Naval Reactor D&D     | Complete above grade demolition of NRF-608/625                     | 12/31/22        | \$908,536     | 45%      |
| 2.2 – S1W D&D               | Closure and preparation activities for D&D of S1W Prototype        | 9/30/23         | \$908,536     | 45%      |
| 2.3 – Support activities    | Complete action memo for S1W/A1W                                   | 3/30/23         | \$201,897     | 10%      |

?

PBI MILESTONE TABLEs

1.1

**RWMC  
PERFORMANCE MEASURE  
PBI PWS/ACTIVITY COMPLETION MILESTONE  
1.1**

**TITLE: RWMC End States – Waste Processing**

**Incentive Fee Amount: \$669,262**

**Fee Structure:** Activity Completion

**Desired Endpoint/Outcome:** Develop new Department of Transportation (DOT) certified Type A soft-sided bags for shipment of 100-gallon transuranic (TRU) waste product drums and 55-gallon TRU waste drums for disposal at the Waste Isolation Pilot Plant (WIPP).

**Fee Bearing Milestone:** The Contractor shall earn \$669,262 of fee for the development and submittal for WIPP approval of Type A soft-sided bags for shipment of 100-gallon TRU waste product drums and 55-gallon TRU waste drums.

**Work Scope/Completion Criteria:**

- a. 40% of available fee will be paid for completing a successful overpack demonstration (Mock-up) for the use of a DOT certified Type A soft-sided bags for shipment of 100-gallon TRU waste product drums.
- b. 40% of available fee will be paid for completing a successful overpack demonstration (Mock-up) for the use of a DOT certified Type A soft-sided bags for shipment of 55-gallon TRU waste drums.
- c. 20% of available fee will be paid for delivering a complete package to WIPP for approval of the Type A soft-sided bags including the following:
  - a. Vendor Drawings,
  - b. Summary report for the overpack demonstration,
  - c. DOT Type A certification documentation.

*Note: If the mock-up of the Type A soft-sided bag is unsuccessful for either the 55-gallon drum, or the 100-gallon drum, the closure package will only consist of the summary report of the overpack demonstration, and the unsuccessful option won't be submitted to WIPP for approval.*

**Target Completion Date: 9/30/2023**

**Completion Document/DOE Verification:** Closure package documenting completion of the overpack demonstration, and as applicable, transmittal of documentation for 55-gallon and 100-gallon DOT certified Type A soft-sided bag options to WIPP for approval. The submittal to WIPP for approval is the final step for completion of this PBI; WIPP approval is not part of this PBI.

For criteria a and b successful, overpack demonstration means that IEC will take steps to demonstrate successful mock-ups and provide a report to DOE-ID demonstrating that the bags would be able to be used and configured into a shippable package. WIPP submittal would not be expected for Items A and B to be considered successful. Item C would be paid upon completion and submittal of an approval package for WIPP to consider.

Completion will be evaluated by physical observation and documentation review of the package transmitted to WIPP.

1.

**RWMC  
PERFORMANCE MEASURE  
PBI PWS/ACTIVITY COMPLETION MILESTONE  
1.2**

**TITLE: RWMC End States – Waste Processing**

**Incentive Fee Amount: \$3,569,398**

**Fee Structure:** Activity Completion

**Desired Endpoint/Outcome:** Complete processing of available TRU indeterminate waste including source term evaluations for untreated Basis of Knowledge compliant waste.

**Fee Bearing Milestone:**

- a. The Contractor shall earn \$535,410 of fee upon processing 500 containers of TRU indeterminate waste.
- b. The contractor shall earn \$1,249,289 of fee upon processing an additional 1,000 containers of TRU indeterminate waste.
- c. The Contractor shall earn \$5,577 of fee upon processing each additional container of the balance of TRU indeterminate waste up to 224 containers, for a total fee of up to \$1,249,289
- d. The contractor shall earn \$535,410 of fee upon processing all available containers of TRU indeterminate waste.

**Work Scope/Completion Criteria:**

- d. Process 500 containers of TRU indeterminate waste.
- e. Process an additional 1,000 (501-1500 total) containers of TRU indeterminate waste.
- f. Process balance of TRU indeterminate waste (up to 224 containers).
- g. Process all available containers of TRU indeterminate waste.

**Target Completion Date:** 9/30/2023

**Completion Document/DOE Verification:** Closure package documenting completion including volumes and waste details.

The completion will be evaluated by conducting an evaluation of the agreed list of waste containers to be certified. The evaluation will consider the container inventory of TRU indeterminate waste shown in the AMWTP Waste Tracking System (WTS) as of 10/1/2022. Containers will be considered processed once they are remediated or reclassified as necessary to resolve the indeterminate status such that they are ready to be made available for disposal as MLLW (on a source term) or certification as TRU waste.

1.3

**RWMC  
PERFORMANCE MEASURE  
PBI PWS/ACTIVITY COMPLETION MILESTONE  
1.3**

**TITLE: RWMC End States – TRU Waste Certification**

**Incentive Fee Amount: \$3,569,398**

**Fee Structure:** Activity Completion

**Desired Endpoint/Outcome:** Certify TRU waste for disposal at the Waste Isolation Pilot Plant.

**Fee Bearing Milestone:** The Contractor shall earn \$ 2172.48 of fee for completing certification of each cubic meter of Contact Handled (CH) Transuranic (TRU) (up to a maximum of 1643 m<sup>3</sup>).

**Work Scope/Completion Criteria:**

- a. Certify 1643 m<sup>3</sup> of CH-TRU waste in accordance with Waste Isolation Pilot Plant (WIPP) Waste Acceptance Criteria (WAC), Revision 10 or most current revision.

**Target Completion Date:** 9/30/2023

**Completion Document/DOE Verification:** Closure package documenting completion including volumes and waste details.

The completion will be evaluated by conducting an evaluation of the waste containers certified. The evaluation will consider the information in the WIPP Data System (WDS). The information for the containers in WDS must show the status as being "Approved Cert".

1.4

**RWMC  
PERFORMANCE MEASURE  
PBI PWS/ACTIVITY COMPLETION MILESTONE  
1.4**

**TITLE: RWMC End States – Waste Processing**

**Incentive Fee Amount: \$446,175**

**Fee Structure:** Activity Completion

**Desired Endpoint/Outcome:** Process STP Remote Waste Disposition Project (RWDP) backlog to meet STP annual processing milestones.

**Fee Bearing Milestone:**

- a. The Contractor shall earn \$446,175 of fee upon processing 10 RWDP backlog items (1.4a).

**Work Scope/Completion Criteria:**

- a. Process 10 RWDP backlog items (1.4a).

*Note: Modification to Task Order 3 required to authorize this scope.*

**Target Completion Date:** 9/30/2022

**Completion Document/DOE Verification:** Closure package documenting completion including specific backlog items processed.

The completion will be evaluated by conducting an evaluation of the waste containers processed. The evaluation will evaluate the container inventory of RWDP backlog items shown in the Integrated Waste Tracking System (IWTS) as of 10/1/2022. Containers will be considered processed once they are remediated and/or packaged such that they are ready to be made available for disposal as MLLW or certification as TRU waste.

1.5

**ICP  
PERFORMANCE MEASURE  
PBI PWS/ACTIVITY COMPLETION MILESTONE  
1.5**

**TITLE: Site Management – Idaho CERCLA Disposal Facility (ICDF) additional capacity  
Incentive Fee Amount: \$ 669,262**

**Fee Structure:** Activity Completion.

**Desired Endpoint/Outcome:** Continue progress toward the construction of a new ICDF disposal cell.

**Fee Bearing Milestone:** The Contractor shall earn \$223,085 of fee upon completion of 1.5a, \$223,085 of fee upon completion of 1.5b, and \$223,085 of fee upon completion of 1.5c.

**Work Scope/Completion Criteria:**

- a. Complete Remedial Design/Construction Work Plan (RD/Construction WP (1.5a)
- b. Award construction subcontract(s) for the constructability reviews, excavation, and Rye Grass removal (1.5b).
- c. Submit the requirements documents for the Remedial Action Work Plan (RAWP) as defined in the Remedial Action Scope of Work to DOE (based on Remedial Action Scope of Work provided by DOE no later than 9/30/22) (1.5c).

*Note: Completion requires the availability of adequate capital funding and that the Total Project Cost remain below \$100M.*

**Target Completion Date:**

- a. 7/17/2023
- b. 7/17/2023
- c. 9/30/2023

**Completion Document/DOE Verification:**

- a. Resolution of DOE comments, and submittal of the RD/Construction WP to the Regulatory agencies, per the FFA/CO review cycle.
- b. Documentation demonstrating Contract award for constructability reviews, excavation, and Rye Grass removal.
- c. Submittal of the RAWP to DOE.



1.6

**ICP**  
**PERFORMANCE MEASURE**  
**PBI PWS/ACTIVITY COMPLETION MILESTONE**  
**1.6**

**TITLE: Site Management – Cyber Security Requirements**  
**Incentive Fee Amount: \$1,115,437**

**Fee Structure:** Activity Completion.

**Desired Endpoint/Outcome:** Establish an Industrial Controls System Accreditation Boundary.

**Fee Bearing Milestone:** The Contractor shall earn \$223,087 of fee upon completion of 1.6a, \$223,087 upon completion of 1.6b, \$223,087 upon completion of 1.6c and \$446,175 upon completion of 1.6d.

**Work Scope/Completion Criteria:**

Ensure that security controls are implemented, and necessary documentation is created associated with an Industrial Control systems Accreditation Boundary. Identify the overall ICS infrastructure and review for inclusion in the new Accreditation Boundary.

- a. Complete the following phase 1 activities
  - \* Identify potential common controls and inherited controls from the General Support System/DOE/and EM-HQ
  - \* Capture existing network documentation and system documentation
  - \* Identify network connectivity to the different ICS systems.
  - \* Identify interconnection requirements both internal to each system and external.
- b. Complete the following phase 2 activities
  - \* Create a specific inventory of all associated hardware and software.
  - \* Create Site Testing and Evaluation (ST&E) Package – Common Controls only
- c. Complete the following phase 3 activities
  - \* Create appropriate appointment letters
  - \* Identify schedule for migration of ICS ABs from General System Security to new ICS boundaries.
- d. Finalize the ICS System Security Plan (SSP)
  - \* Create the ICS SSP with common controls

**Target Completion Date:**

9/30/2023 for all scope

**Completion Document/DOE Verification:**

- a. Submit the following documentation to DOE
  - \* List of common controls and inherited controls for ICS
  - \* Current connectivity high-level ICS network map
  - \* Planned ICS network architecture diagram
  
- b. Submit the following documentation to DOE
  - \* Subsystem component inventory
  - \* Test plan for boundary ATO
  
- c. Submit the following to DOE
  - \* Subsystem component inventory
  - \* Test plan for boundary ATO
  
- d. Submit Certification and Accreditation package to DOE

1.7

**RWMC  
PERFORMANCE MEASURE  
PBI PWS/ACTIVITY COMPLETION MILESTONE  
1.7**

**TITLE: RWMC End States – RWMC Closure**

**Incentive Fee Amount: \$223,087**

**Fee Structure:** Activity Completion

**Desired Endpoint/Outcome:** Draft Remedial Action Report for Operable Unit (OU) 7-13/14.

**Fee Bearing Milestone:** The Contractor shall earn \$223,087 of fee upon delivering draft Remedial Action Report.

**Work Scope/Completion Criteria:** Deliver a draft (interim) remedial action report for Phase 1 to DOE for Agency review which summarizes the previous IRAR for targeted waste retrieval, reports completion of targeted waste retrievals in ARP IX (Pit 10, primary targeted waste retrieval area P10P01), and updates information (e.g., waste disposition) for ARPs I–VIII.

**Target Completion Date:** 12/31/2022

**Completion Document/DOE Verification:** Closure package documenting delivery to DOE of remedial action report with the designated attributes.

1.8

**RWMC  
PERFORMANCE MEASURE  
PBI PWS/ACTIVITY COMPLETION MILESTONE  
1.8**

**TITLE: RWMC End States – Closure Preparations**

**Incentive Fee Amount: \$1,561,612**

**Fee Structure:** Activity Completion

**Desired Endpoint/Outcome:** Support Sub-Surface Disposal Area (SDA) Closure by 12/31/2028.

**Fee Bearing Milestone:** The Contractor shall earn \$624,645 of fee upon submitting item 1.8a. The Contractor shall earn \$312,322 upon completion of item 1.8b. The Contractor shall earn \$624,645 upon completion of item 1.8c.

**Work Scope/Completion Criteria:**

- a. Complete SDA Cap redesign and submit approved (PE stamped) drawings to DOE by May 30, 2023
- b. Complete expression of interest, industry conference, and submit summary white paper to DOE by September 30, 2023
- c. Complete Remedial Action Work Plan (RAWP) phase 3 and deliver to DOE by September 30, 2023

*Note: Item a is contingent on continued funding of redesign scope.*

**Target Completion Date:**

- a. 5/30/23
- b. 9/30/23
- c. 9/30/23

**Completion Document/DOE Verification:** Review of submittal of specified documents to DOE.

1.9

**RWMC  
PERFORMANCE MEASURE  
PBI PWS/ACTIVITY COMPLETION MILESTONE  
1.9**

**TITLE: RWMC End States – AMWTP Closure Preparations**

**Incentive Fee Amount: \$446,175**

**Fee Structure:** Activity Completion

**Desired Endpoint/Outcome:** Support AMWTP Closure.

**Fee Bearing Milestone:** The Contractor shall earn \$446,175 of fee upon removal of asphalt from WMF-636 Pad R.

**Work Scope/Completion Criteria:** Remove asphalt from WMF-636 Pad R in accordance with Advanced Mixed Waste Treatment Project (AMWTP) Hazard Waste Management Act (HWMA)/Resource Conservation and Recovery Act (RCRA) Transuranic Storage Area (TSA) Interim Status Document, Section 1 Closure Requirements.

**Target Completion Date:** 4/30/2023

**Completion Document/DOE Verification:** Closure package submitted to Idaho Department of Environmental Quality (IDEQ) documenting asphalt removal in accordance with applicable requirements. Validation will be via field walk downs and document review.

1.10

ICP  
MULTI-YEAR PERFORMANCE MEASURE  
PBI MILESTONE  
1.10

**TITLE: IWTU/Tank Farm End States – Radiological Operations**  
**Incentive Fee Amount: \$ 4,461,748**

**Fee Structure:** Activity Completion.

**Desired Endpoint/Outcome:**

Initiate Integrated Waste Treatment Unit (IWTU) Radiological Operations.

- a. Complete post confirmatory run Process Gas Filter (PGF) outage.
- b. Begin Radioactive Waste Processing and fill the first canister containing some sodium-bearing waste.
- c. Complete the system performance test and submit data (PLN-3298) to the state of Idaho.
- d. Continue Radioactive Waste Processing and fill a total of 100<sup>h</sup> canisters containing sodium-bearing waste.

**Fee Bearing Milestone:**

- a. The Contractor shall earn \$1,338,524 of fee upon the completion of 1.10a.
- b. The Contractor shall earn \$1,338,524 of fee upon completion of item 1.10b.
- c. The Contractor shall earn \$1,338,524 of fee upon the completion of item 1.10c.
- d. The Contractor shall earn \$446,175 of fee upon completion of item 1.10d.

*Note: Requires modification to Task Order 3 authorizing IWTU Recovery/Emergent items/actions in FY23.*

**Work Scope/Completion Criteria:**

- a. All post-Confirmatory Run PGF outage activities are complete as evidenced by outage reports (1.10a).
- b. First canister is filled in compliance with applicable procedures (1.10b) and contains sodium-bearing waste.
- c. System performance test (PLN-3298) is complete and submitted to the state of Idaho (1.10c)
- d. Canisters 2 through 100 are filled in compliance with applicable procedures and all contain sodium-bearing waste. (1.10d)

**Target Completion Date:** 9/30/23 for all scope.

**Completion Document/DOE Verification:** Completion package shall include documentation of all the in the Work scope completion criteria.

The FDO designee will verify through various methods such as visual inspections of the facility and systems by the FDO designee. Additionally, all work orders, test instructions, test reports, and RA reports will be reviewed to confirm completion of the criteria.

1.30

ICP  
PBI MILESTONE  
1.11

**TITLE: IWTU/Tank Farm End States – Product Storage Building**  
**Incentive Fee Amount: \$446,175**

**Fee Structure:** Activity Completion.

**Desired Endpoint/Outcome:** Begin construction of the second IWTU Product Storage building.

**Fee Bearing Milestone:**

The Contractor shall earn \$446,175 of fee upon the start of construction.

**Work Scope/Completion Criteria:**

Selected subcontractor has commenced mobilization and is prepared to break ground for the new construction.

*Note: Completion requires a modification to Task Order 3 authorizing PSB at a level adequate to support this PBI.*

**Target Completion Date:**

9/30/23

**Completion Document/DOE Verification:** Completion package shall include documentation of all the in the Work scope completion criteria.

Verification will include walkdown of the construction mobilization by the FDO designee.



1.12

**SNF  
PERFORMANCE MEASURE  
PBI PWS/ACTIVITY COMPLETION MILESTONE  
1.12**

**TITLE: Spent Nuclear Fuel (SNF) End States – Fuel Transfers**

**Incentive Fee Amount: \$2,677,049**

**Fee Structure:** Activity Completion

**Desired Endpoint/Outcome:** Complete fuel transfers.

**Fee Bearing Milestone:** The Contractor shall earn \$1,740,082 of available fee upon completing remaining SNF inventory transfer from wet storage to dry storage. The Contractor shall earn \$936,967 of fee upon completing transfer of the 125B casks.

**Work Scope/Completion Criteria:**

- a. Complete the transfer of remaining inventory of SNF within CPP-666 basin from wet storage to dry storage.
- b. Complete the transfers of 125 B casks located in CPP-666 to CPP-603.

**Target Completion Date:** 9/30/2023

**Completion Document/DOE Verification:** Closure package documenting the completion of SNF transfers. DOE verification shall include, a facility walkdown by the FDO Designee and review of documentation that confirms all transfers have been accepted by BEA at FCF or RSWF (i.e., TPR-8004, TPR-8005). Documentation may include, but is not limited to, photos, completed procedures, transfer acceptance documents, shipping documents, physical walkdowns, etc.

1.13

**SNF  
PERFORMANCE MEASURE  
PBI PWS/ACTIVITY COMPLETION MILESTONE  
1.13**

**TITLE: Spent Nuclear Fuel (SNF) End States – Fuel Transfers**

**Incentive Fee Amount: \$2,230,874**

**Fee Structure:** Activity Completion

**Desired Endpoint/Outcome:** Complete Peach Bottom fuel transfers.

**Fee Bearing Milestone:** The Contractor shall earn \$1,338,524 fee upon completion of 8 Peach Bottom transfers (1.13a). Following the 8<sup>th</sup> transfer the Contractor shall earn \$178,470 of fee for each additional transfer up to a total of 13 (for a maximum fee of \$892,350) (1.13b).

**Work Scope/Completion Criteria:**

- a. Complete transfers of 8 Peach Bottom baskets located in Generation 1 liners to Generation 2 liners in CPP-749.
- b. Complete up to 5 additional (total of 13) transfers above the 8 Peach Bottom transfers in item 1.13a from Generation 1 vaults to Generation 2 vaults.

**Target Completion Date:** 9/30/2023 for all scope

**Completion Document/DOE Verification:** Closure package documenting the completion of SNF transfers. Peach bottom transfers are considered complete when Fuels have been discharged from the cask into generation 2 vaults.

Documentation may include, but is not limited to, visual observation of transfers, photos, completed procedures, transfer acceptance documents, shipping documents, etc.

**1.14**

**CALCINE  
PERFORMANCE MEASURE  
PBI PWS/ACTIVITY COMPLETION MILESTONE  
1.14**

**TITLE: Calcine End States – Calcine Demonstration**

**Incentive Fee Amount: \$223,087**

**Fee Structure:** Activity Completion

**Desired Endpoint/Outcome:** Calcined Solids Storage Facility (CSSF) phase 2 design.

**Fee Bearing Milestone:** The Contractor shall earn \$223,087 of fee upon finalizing the CSSF 1 Phase 1 retrieval equipment installation plan.

**Work Scope/Completion Criteria:**

Finalize the CSSF 1 Phase 1 retrieval equipment installation plan.

*Note: Requires a modification to Task Order 3 to authorize CSSF 1 activities.*

**Target Completion Date:** 6/30/2023

**Completion Document/DOE Verification:** Closure package documenting the completion of CSSF 1, Phase 1 retrieval equipment installation plan.

**GOAL 2: Naval Reactors PBIs**

**2.1**

**NAVY  
PERFORMANCE MEASURE  
PBI PWS/ACTIVITY COMPLETION MILESTONE  
2.1**

**TITLE:** Navy – Submarine Thermal Reactor S1W Decommissioning & Demolition (D&D) Preparations

**Incentive Fee Amount:** \$908,536

**Fee Structure:** Activity Completion.

**Desired Endpoint/Outcome:** Demolish NRF-608 and NRF-625

**Fee Bearing Milestone:**

The Contractor shall earn \$454,268 fee upon completion of 2.1a. The Contractor shall earn \$454,268 fee upon completion of 2.1b.

**Work Scope/Completion Criteria:**

- a. Complete above grade demolition and waste disposition of NRF-608 (2.1a).
- b. Complete above grade demolition and waste disposition of NRF-625 (2.1b).

*Note: All waste must remain approved for onsite disposition.*

**Target Completion Date:** 12/31/2022

**Completion Document/DOE Verification:**

- a. Closure package documenting demolition completion and waste disposition. DOE verification will include field walkdowns and review of documentation submitted in the closure package.
- b. Closure package documenting demolition completion and waste disposition. DOE verification will include field walkdowns and review of documentation submitted in the closure package.

2.2

**NAVY  
PERFORMANCE MEASURE  
PBI PWS/ACTIVITY COMPLETION MILESTONE  
2.2**

**TITLE:** Navy – Submarine Thermal Reactor S1W Decommissioning & Demolition (D&D) Preparations

**Incentive Fee Amount:** \$908,536

**Fee Structure:** Activity Completion.

**Desired Endpoint/Outcome:** Continue to Prepare S1W for D&D

**Fee Bearing Milestone:**

The Contractor shall earn \$181,707 fee upon completion of 2.2a. The Contractor shall earn \$363,414 fee upon completion of 2.2b. The Contractor shall earn \$363,414 fee upon completion of 2.2c.

**Work Scope/Completion Criteria:**

- a. Develop radiological sampling plan for the S1W Prototype (2.2a).
- b. Remove asbestos containing material from Area 1 and Area 2 (2.2b).
- c. Complete work to make Area 7 demolition ready (2.2c).

**Target Completion Date:** 9/30/2023 for all scope

**Completion Document/DOE Verification:**

- a. Closure package documenting radiological sampling plan for S1W. DOE verification will include review of documentation submitted in the closure package.
- b. Closure package documenting Asbestos removal from Area 1 and Area 2. DOE verification will include a facility walkdown to confirm status of documents submitted in the closure package.
- c. Closure package documenting Area 7 Demolition Ready and Radiological Control Authority has formally approved initiation of demolition. DOE verification will include a facility walkdown to confirm status of documents submitted in the closure package.

2.3

**NAVY  
PERFORMANCE MEASURE  
PBI PWS/ACTIVITY COMPLETION MILESTONE  
2.3**

**TITLE:** Navy – Submarine Thermal Reactor S1W Decommissioning & Demolition (D&D) Preparations

**Incentive Fee Amount:** \$201,897

**Fee Structure:** Activity Completion.

**Desired Endpoint/Outcome:** Complete the Action Memorandum for S1W and A1W

**Fee Bearing Milestone:**

The Contractor shall earn \$201,897 of fee upon completion of draft Action Memorandum for S1W and A1W.

**Work Scope/Completion Criteria:**

Complete draft Action Memorandum for S1W and A1W.

**Target Completion Date:**

3/30/2023

**Completion Document/DOE Verification:**

Submittal of draft Action Memorandum for S1W and A1W to DOE-ID.

IX. (SUBJECTIVE) ICP PROGRAM SUPPORT (IPS) GOALS

Subjective Award Fee Pool

| Award Fee                                  | Weight 25% of available subjective fee | Value                                |
|--|--|--------------------------------------|
| <b>Defense</b>                             |  |                                      |
| <b>Total Defense Subjective Fee</b>        |  | <b><u>\$10,778,50840,663,336</u></b> |
| Schedule                                   |  | <u>\$3,244,8183,206,427</u>          |
| Cost                                       |  | <u>\$3,244,8183,206,427</u>          |
| Program Management                         |  | <u>\$3,244,8183,206,427</u>          |
| FY23 Integrated Priority List Items*       |  | \$1,044,055                          |
| <b>Non-Defense</b>                         |  |                                      |
| <b>Total Non-Defense Subjective Fee</b>    |  | <b>\$232,170</b>                     |
| Schedule                                   |  | \$77,390                             |
| Cost                                       |  | \$77,390                             |
| Program Management                         |  | \$77,390                             |
| <b>Naval Reactors</b>                      |  |                                      |
| <b>Total Naval Reactors Subjective Fee</b> |  | <b><u>\$1,378,978803,574</u></b>     |
| Schedule                                   |  | <u>\$462,659267,858</u>              |
| Cost                                       |  | <u>\$462,659267,858</u>              |
| Program Management                         |  | <u>\$462,660267,858</u>              |

\* FY23 IPL items will be evaluated in the areas of cost, schedule, and program management.

| ICP Program Support Goals | Title    | Award Fee Available  | Evaluation Criteria   |
|---------------------------|----------|--|---|
| IPS-1 - 3                 | Schedule | See Table<br>IPS 1: Defense<br>IPS 2: Non-Defense<br>IPS 3: Naval Reactors | <p>The primary objective of the Schedule Incentive is to encourage the Contractor to achieve schedules (Site Treatment plan reports, IDEQ notifications, DOE notifications, building closures, etc.) that meet or exceed timelines. In combination with the Cost Incentive, this is intended to fully achieve all scope requirements without causing detriment to other areas and avoid mission disruptions or schedule delays. The Contractor will be evaluated on its ability to meet or exceed schedule requirements and the overall timeliness and achievement progress of all facets of its work. The Contractor will be evaluated in all Schedule related areas, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• The timeliness of completion of deliverables all ICP programs including the timeliness of the completion of the contractual milestones.</li> <li>• The timeliness of submittals to DOE. Including Notifications of Contract Changed Conditions; project documents such as Baseline Change Proposals and Program Change Requests, as described in the ICP contract 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.</li> </ul> |
| IPS-4 - 6                 | Cost     | See table  | <p>The primary objective of the Cost Incentive is to encourage the Contractor to achieve a final actual cost that is less than or equal to the Total Price of the Task Order. In combination with the Schedule Incentive, this is intended to fully achieve all scope requirements without causing detriment to other areas and avoid mission disruptions or schedule delays. The Contractor will be evaluated in all Cost Control related areas, including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Effective planning to control costs within the availability of funding, including alignment with the baseline and ownership of risk.</li> </ul>  |



| ICP Program Support Goals | Title | Award Fee Available | Evaluation Criteria   |
|---------------------------|-------|---------------------|---|
|                           |       |                     | <ul style="list-style-type: none"> <li>• Long range planning to control costs in alignment with the baseline and ownership of risk.</li> <li>• 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.</li> <li>• 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.</li> <li>• Overall, effective utilization of available appropriated funds.</li> <li>• Developing and implementing initiatives which result in tangible savings to DOE (cost, schedule, or risk).</li> <li>• The management of risks such that the costs expended to eliminate, mitigate, or minimize risks results in a substantial reduction in the rate at which risk costs are realized.</li> <li>• Cost tracking and reporting. This includes the accuracy of Estimate at Completion (EAC), accuracy of cost projections, effectiveness of baseline change management, mitigation of cost overruns through Earned Value measurements.</li> <li>• The overall and specific program and project status performance against the approved baseline, and the effectiveness of program and project reporting tools and systems.</li> </ul> |

| ICP Program Support Goals | Title              | Award Fee Available | Evaluation Criteria   |
|---------------------------|--------------------|---------------------|---|
| IPS-7                     | Program Management |                     | <p>The primary objective of the ICP Program Management Incentive is to encourage the Contractor to continue to advance all ICP projects toward End States. The Contractor's program management support performance will be evaluated in areas including but not limited to the following:</p> <ul style="list-style-type: none"> <li>• Effective program and project management.</li> <li>• Effectiveness in coordinating with and applying lessons learned from other DOE/Commercial site when implementing similar operations.</li> <li>• Effectiveness of coordination with the Idaho National Laboratory Managing and Operating Contractor (M&amp;O), the Naval Reactors Facility Contractor, and other Site Contractors to support and implement provided services and the reduction of costs to implement these services.</li> <li>• Performance in interfacing with the community and other stakeholders in the execution of the ICP scope, including but not limited to follow through on stakeholder commitments.</li> </ul> |