

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00016	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY EM-Idaho Department of Energy Office of Environmental Management Idaho Cleanup Project 1955 Fremont Avenue Idaho Falls ID 83415	CODE 893042	7. ADMINISTERED BY (If other than Item 6) U.S. Department of Energy Idaho Operations Office 1955 Fremont Avenue Idaho Falls ID 83415	CODE 00701
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) IDAHO ENVIRONMENTAL COALITION LLC Attn: Jason Mack 600 William Northern Blvd Tullahoma TN 373884729		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 89303321DEM000061 89304223FEM400000
CODE LQ5ZLNE3EM27	FACILITY CODE		10B. DATED (SEE ITEM 13) 09/08/2023

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: FAR 43.103(a) Bilateral authority
	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.)

UEI: LQ5ZLNE3EM27

The purpose of this modification is to incorporate revisions to the Fiscal Year (FY) 2024 Performance Evaluation Measurement Plan (PEMP) for Task Order 3.2, Integrations and Mission Continuity. See TO 3.2 below for additional information.

Payment:

OR for Idaho

U.S. Department of Energy

Oak Ridge Financial Service Center

P.O. Box 6017

Oak Ridge TN 37831

Period of Performance: 10/01/2023 to 09/30/2031

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) J.H. MacRae, Jr. (Jack), Business Services & PCO		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Grace H. Ruiz	
15B. CONTRACTOR/OFFEROR JOHN MACRAE (Affiliate) <small>Digitally signed by JOHN MACRAE (Affiliate) Date: 2024.01.23 10:17:10 -0700</small> (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA Grace H. Ruiz <small>Digitally signed by Grace H. Ruiz Date: 2024.01.23 11:51:47 -0700</small> (Signature of Contracting Officer)	16C. DATE SIGNED 01/23/2024

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
89303321DEM000061/89304223FEM400000/P00016

PAGE OF
2 2

NAME OF OFFEROR OR CONTRACTOR
IDAHO ENVIRONMENTAL COALITION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)																				
00302	<p>Change Item 00302 to read as follows (amount shown is the total amount):</p> <p>NSO</p> <p>CLIN 03 SUBTASK 0302 INTEGRATION AND MISSION CONTINUITY (TASK ORDER 3.2) Line item value is: \$646,803,643.00 Incrementally Funded Amount: \$158,981,451.47</p> <p>This modification incorporates revisions to the FY 2024 PEMP for TO 3.2 which measures contractor performance from October 1, 2023, to September 30, 2024.</p> <table border="0"> <tr> <td>Value</td> <td>Award Fee</td> </tr> <tr> <td>\$ 14,144,412</td> <td>Defense Objective Award Fee</td> </tr> <tr> <td>\$ 1,687,560</td> <td>Naval Reactors Objective Award Fee</td> </tr> <tr> <td>\$ 15,831,972</td> <td>Total Objective Award Fee Available</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>\$ 6,238,667</td> <td>Defense Subjective Award Fee</td> </tr> <tr> <td>\$ 723,240</td> <td>Naval Reactors Subjective Award Fee</td> </tr> <tr> <td>\$ 6,961,907</td> <td>Subjective Award Fee Available</td> </tr> <tr> <td colspan="2"> </td> </tr> <tr> <td>\$ 22,793,879</td> <td>Total Award Fee Available</td> </tr> </table> <p>The subjective fee for FY 2024 PEMP is increased by \$68,699 from \$6,893,208 to \$6,961,907 increasing the total available award fee in the FY 2024 PEMP from \$22,725,180 to 22,793,879. This subjective fee was negotiated in prior Modification P00011 associated with adding Priced Work Items 1 through 4.</p> <p>This modification updates the PEMP evaluation criteria to delete the subjective criteria related to developing, implementing, and updating all nuclear safety-related documentation. Evaluation of this area will be included in the Performance Management Incentive evaluation. This modification also updates Performance Based Incentives 1.4, 1.5, and 1.6 for Radioactive Waste Management Complex (RWMC) End States to reflect actual work remaining as of October 1, 2023.</p> <p>See attached FY 2024 PEMP (Rev 1) for details.</p> <p>All other terms and conditions remain unchanged.</p>	Value	Award Fee	\$ 14,144,412	Defense Objective Award Fee	\$ 1,687,560	Naval Reactors Objective Award Fee	\$ 15,831,972	Total Objective Award Fee Available			\$ 6,238,667	Defense Subjective Award Fee	\$ 723,240	Naval Reactors Subjective Award Fee	\$ 6,961,907	Subjective Award Fee Available			\$ 22,793,879	Total Award Fee Available				646,803,643.00
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Note: The current PEMP revision is updated in Task Order 3.2 Modification P00016. Original PEMP signatures are included with Task Order 3.2 Modification P00006.

APPROVALS

Issued By:

Grace Ruiz, Contracting Officer

See Signature Block
Date

Concurred By:

Aaron Nebeker, Task Order Integration Manager

See Signature Block
Date

Jennifer Cate, Supervisory Contracting Officer

See Signature Block
Date

Maria Mitchell-Williams, Procurement Director
Assistant Manager for Business and Acquisition
Management

See Signature Block
Date

Approved:

Mark Brown, Fee Determination Official (FDO)
Idaho Cleanup Project
Office of Environmental Management

See Signature Block
Date

Connie Flohr, Manager
Idaho Cleanup Project
Office of Environmental Management

See Signature Block
Date

Accepted By:

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

See Signature Block
Date

REVISION LOG

Revision	Section	Page No.	Description	Date
0	ALL		Initial issue of document.	September 2023
<u>1</u>	- <u>PBI 1.4, 1.5, and 1.6.</u> - <u>Subjective Evaluation and Fee</u>		- <u>Update PBI numbers to reflect actual work remaining as of October 1, 2023.</u> - <u>Subjective Evaluation Criteria language deleted and moved to PMI evaluation.</u> - <u>Subjective fee increase due to adding work scope in Mod P00011.</u>	<u>December 2023</u>

TO-3 Phase 2 – Integration and Mission Continuity

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. 89303321DEM000061/89304223FEM400000, CLIN 03, *Idaho Cleanup Project, Integration and Mission Continuity Task Order*. This PEMP utilizes a combination of objective Performance Based Incentives (PBI) and subjective award-fee criteria to encourage contractor excellence in performing Idaho Cleanup Project (ICP) operations within established costs and schedules of the ICP.

The PEMP gives the U.S. Department of Energy (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 and Task Order 3 Phase 2, Integration and Mission Continuity.

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 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 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.

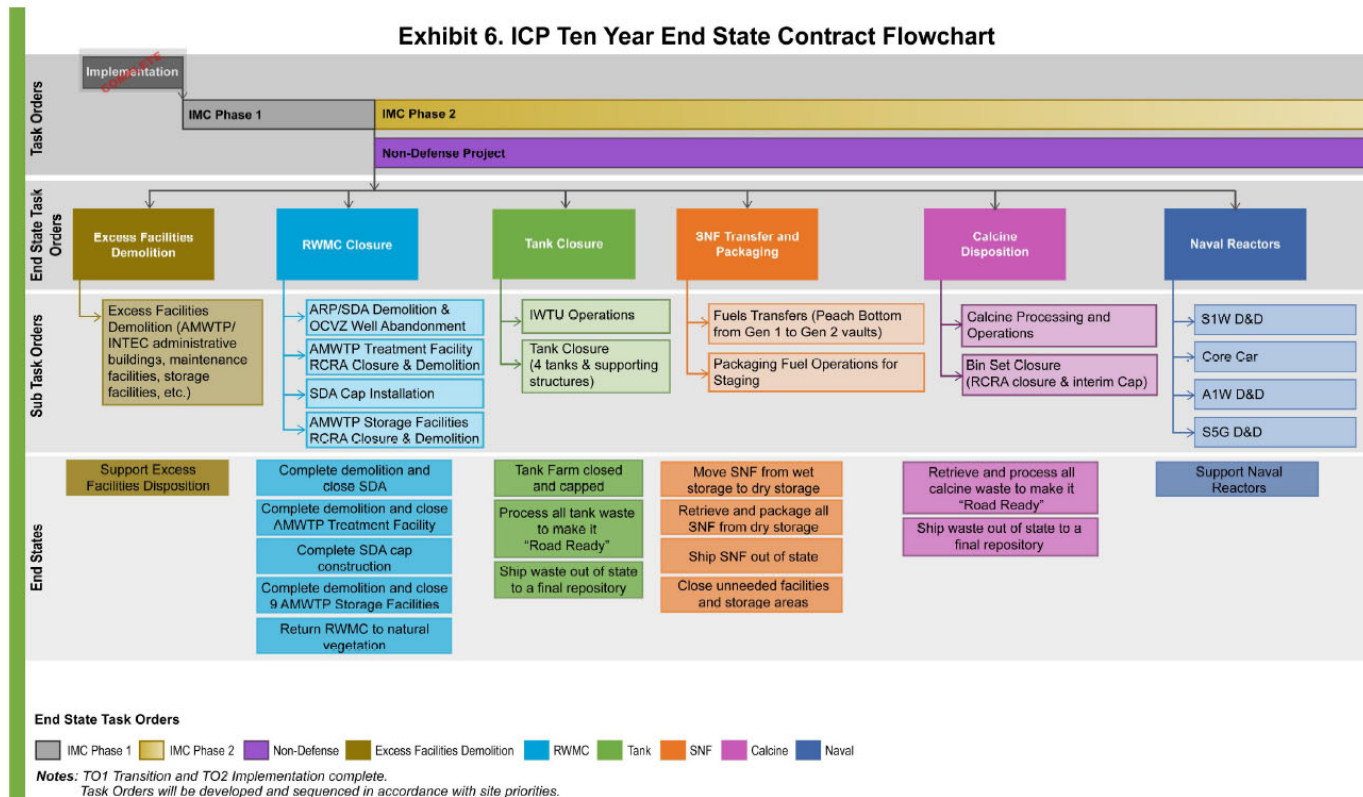
This PEMP initiates TO-3, Phase 2. The purpose of TO-3 Phase 2 is to provide continuity of operations for all scopes of work. Once work can be appropriately defined, a separate TO will be created for that work, and it will be descoped from TO-3, Phase 2.

TO-3 Phase 2 includes a base period of two years from October 1, 2023, to September 30, 2025. Extensions to the POP for Phase 2 will be contemplated. This PEMP covers the first year with a period of performance of October 1, 2023, to September 30, 2024.

The TO-3 work scope overview is depicted below in ICP’s most current approved Ten-Year End

State Strategic Task Order Plan (TYP).

Exhibit 6. ICP Ten Year End State Contract Flowchart



Note: "ARP/SDA Demolition and OCVZ Well Abandonment", IWTU Operations, "Non-Defense Project", and "S1W D&D" have been pulled out of TO-3 and are separate TO's. Everything else falls under TO-3 Phase 2. The yellow bar at the top titled "IMC Phase 2" represents all TO-3 Phase 2 work scope.

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 Deputy Manager/Fee Determination Official (FDO)

The DOE ICP Deputy 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 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 ICP 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 PBIs and subjective criteria. The primary responsibilities of the TOIM are to:

- 1) Work with the technical programs to 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) Submit the PEMP and/or the evaluation criteria for necessary Head of Contracting Activity (HCA) and Office of Acquisition Management (OAM) approval and HQ reviews, in coordination with the CO.
- 4) Coordinate PEMP changes (minor or major) with the HCA/OAM as needed, and in coordination with the CO.

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 memorialize the approved PEMP, including the evaluation criteria and available fee amounts, through a task order modification to the ICP contract.
- 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) In coordination with the TOIM, the CO will coordinate approval of minor changes to the PEMP and obtain the HCA/OAM 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, TOIM, 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 AMs are responsible for 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) Collect input from respective staff to be considered as part of the evaluation of the Contractor's performance.
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 respective AM.
 - 3) The Project Controls supervisor, or delegate, will perform a fee analysis of affordability and assist with invoice payment 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 unilaterally by DOE ICP.

Approval by the TOIM, CO and the FDO will be required for any changes to the evaluation criteria and fee allocation. Minor editorial changes to the PEMP that do not affect the award-fee criteria or process may be made and implemented by the site under local authority. All other changes will need to go to the HCA Office for collaborative review in accordance with the EM HCA guidance. In addition, the OAM requires review of the PEMP prior to implementing any changes. 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 HCA/OAM. 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.

Award Fee	Value
Defense Objective Award Fee	\$14,144,412
Naval Reactors Objective Award Fee	\$1,687,560
Total Objective Award Fee Available	\$15,831,972
Defense Subjective Award Fee	\$6,238,667
	6,169,968
Naval Reactors Subjective Award Fee	\$723,240
Subjective Award Fee Available	\$6,961,907
	6,893,208
Total Award Fee Available	\$22,793,879
	22,725,180

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 and Naval Reactors. The fee for each fund type and the total fee available cannot exceed the ceiling of 8% as described in the Section B of the IDIQ contract.

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

1. Objective Award Fee (70%)

Emphasis is placed on end state objective PBIs that support, but are not limited to, work scope aligned with the ICP Strategic Vision, ICP 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. However, the FDO has unilateral discretion to determine whether partial fee is warranted. See 5a below.

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 by the FDO.

The intent of total fee available for the Objective Criteria is **70%** 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 funding pools shown in the table below.

Table 2. Objective Award Fee Pools

Award Fee	Value
Defense	\$14,144,412
Naval Reactors	\$1,687,560
Total Objective Fee Available	\$15,831,972

Approved PBIs can be found in Section V, Performance Based Incentives (PBI), of this document.

2. Subjective Award Fee (30%)

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.

Subjective criteria for this PEMP have been established in the following areas: Schedule Control, Cost Control, and Program Management (under both Defense and Navy funding). These subjective criteria may be adjusted during the mid-term review of the PEMP. These criteria are intended to cover all additional scopes of work not identified in the PBI's above. 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 Satisfactory, 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 **30%** 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 are broken out by area in the table below.

Award Fee	Weight % of available subjective fee	Value
Defense		
Total Defense Subjective Fee		<u>\$6,238,667</u> 6,169,968
Cost	33%	\$2,058,760 <u>2,036,090</u>
Schedule	33%	\$2,058,760 <u>2,036,090</u>
Program Management	34%	\$2,121,147 <u>2,097,789</u>
Naval Reactors		
Total Naval Reactors Subjective Fee		\$723,240
Cost	33%	\$238,669
Schedule	33%	\$238,669
Program Management	34%	\$245,902

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 reflects subjective criteria that allows the CO discretion for the degree of the PMI fee reduction 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 where fee is available 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).

Approved subjective criteria can be found in Section VI, ICP Program Support Goals, of this document.

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 HCA/OAM.

c. PERFORMANCE MONITORING, EVALUATION AND FEE DETERMINATION

1. Monitoring Performance

DOE ICP 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 (e.g., Project Status Review).

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 Reports

As part of its Monthly Status Report (Deliverable 85), the Contractor shall provide the CO with a high-level status of each objective PBI. An in-depth status of each PBI will be reviewed by the Contractor and DOE ICP at least quarterly in the Project Status Review.

4. Project Status Review

In order to minimize potential surprises for CPARs evaluations and fee determinations, the Contractor and DOE ICP will hold a joint Project Status Review (PSR). This review will be held at least quarterly. The review shall include the progress on all active PBIs, including percent complete, and a summary of PBIs that were completed during the period. 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. The PSR will also include a status and evaluation of the subjective criteria. This information shall also be made available in dashboard format.

In addition, DOE ICP will provide a mid-term written feedback, which will be provided as an informal CPAR but not entered into the formal CPAR system.

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 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

Award Fee Adjectival Rating	Award Fee Pool Available to be Earned	Description
Excellent	91%-100%	Contractor has exceeded almost all of the performance requirements of the applicable criterion for the award-fee evaluation period. 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.
Very Good	76%-90%	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.
Good	51%-75%	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.
Satisfactory	No Greater Than 50%	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.
Unsatisfactory	0%	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.

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 contract 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. 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.

V. (OBJECTIVE) BASED PERFORMANCE BASED INCENTIVES

Objective Award Fee Pools

Award Fee	Value
Defense	\$14,144,412
Naval Reactors	\$1,687,560
Total Objective Fee Available	\$15,831,972

a. Objective Fee (PBIs)

PBI MILESTONE TABLES

DEFENSE FY24 PBIs (Objective)							
PBI #	PBS #	WBS Description	PBI Description	Completion Date	Available Fee	% of PBI Fee	
1.1	12	RRDP - Perform CPP-603 Transfer Car insert Modifications	Complete design activities to support the large cask insert for transfer car.	9/30/2024	\$ 1,217,887	9%	
1.2	12	RRDP - Perform CPP-603 Facility Support Modifications	Complete the design activities of the West Truck Ramp Fill-in at CPP-603	9/30/2024	\$ 1,217,887	9%	
1.3	12	CPP-749 1st Generation Vaults Remediation	a. Complete 8 Peach Bottom transfers b. Complete additional 2 Peach Bottom transfers	a. 8/31/2024 b. 9/30/2024	\$ 1,217,887	9%	
1.4	13	Waste Certification	Certify 7901350 m3 of CH-TRU ATI Waste	9/30/2024	\$ 2,029,812	15%	
1.5	13	Waste Certification	Certify 425350 m3 of CH-TRU STP Waste	9/30/2024	\$ 2,029,812	15%	
1.6	13	AMWTP Waste Processing	Process remaining (currently estimated-at 91 402) AE 102/105 rework containers	3/31/2024	\$ 2,029,812	15%	
1.7	14	Deep Well Potable Water Wire Replacement	Complete installation and testing of the new generator and electrical feed for the potable water deep wells.	6/30/2024	\$ 2,435,774	18%	
1.8	14	Cyber - Vulnerability and Risk Program Maturity	a. Develop a process for vulnerabilities that are unremediated within 30 days to be 100% mitigated and submitted to the Authorizing Official (AO) for acceptance of residual risk. b. Remediate 100% of vulnerabilities or submit a mitigation and corrective action plan to the AO for acceptance of residual risk. c. Re-write the following applications, Electrical Configuration Database System (ECDB), System Structures and Components (SSC), Shipping/Receiving Barcode Tracking (SRBT), and Field Design Change System (FDC) from their current Active Server Pages (ASP) to Microsoft .Net.	a. 2/1/2024 b. 9/30/2024 c. 9/30/2024	\$ 1,353,208	10%	
TOTAL					\$ 13,532,080	100%	
Capital Line-Item 23-D-402 (Calcine Disposition Project)							
1.9	14-L/I	Calcine Disposition Project	a. Calcine RCRA Delisting Petition - Prepare delisting petition for agency submittal b. Complete the siting study and issue recommendations. Scope of the study includes evaluating alternatives for the transfer line layout, control building layout, full-scale melter test facility, and processing facility near CSSF (green field and CPP-691). Scope also includes identifying safeguard and security requirements.	a. 5/21/2024 b. 7/3/2024	\$ 287,799	100%	
TOTAL					\$ 287,799	100%	
Capital Line-Item 22-D-494 (ICDF Cell 3 Expansion)							
1.10	30-L/I	ICDF New Cell	Complete excavation to rough grade and construction of the berms for the landfill and evaporation ponds	7/18/2024	\$ 324,533	100%	
TOTAL					\$ 324,533	100%	
FY24 DEFENSE TOTAL					\$ 14,144,412		
NAVY FY24 PBIs (Objective)							
PBI #	PBS #	WBS Description	PBI Description	Proposed PBI Date	Available Fee	% of PBI	
2.1	Navy	Navy Core Car	a. Complete Saw Assembly Prototype 2 Testing at premier b. Complete fabrication of RSC mockup c. Complete fabrication of bucket loading station	a. 9/30/2024 b. 9/30/2024 c. 9/30/2024	\$ 843,780	50%	
2.2	Navy	A1W	NRF-627 Demolition	9/30/2024	\$ 421,890	25%	
2.3	Navy	S5G	S5G EE/CA	9/30/2024	\$ 421,890	25%	
TOTAL					\$ 1,687,560	100%	

1.0: Defense PBIs Completion Criteria

1.1

ICP PERFORMANCE MEASURE PBI PWS/ACTIVITY – COMPLETION MILESTONE 1.1
TITLE: INTEC End States – CPP-603 Transfer Car Insert INCENTIVE FEE AMOUNT: \$1,217,887
FEE STRUCTURE: Activity Completion.
DESIRED ENDPOINT/OUTCOME: Complete engineering design of transfer car insert modifications at CPP-603.
FEE BEARING MILESTONE: The Contractor shall earn \$1,217,887 of fee for completing design of the Transfer Car Insert.
WORK SCOPE/COMPLETION CRITERIA: Complete engineering design of transfer car insert modifications at CPP-603 <ul style="list-style-type: none">• Completion of design drawings• Completion of Engineering analysis• Facility Change Form (FCF) through complete design output verification
TARGET COMPLETION DATE: 9/30/2024
COMPLETION DOCUMENT/DOE VERIFICATION: Submit a design completion package which documents the completion of the engineering design of the transfer car insert modifications at CPP-603. Engineering design is considered complete when the FCF is through design output verification. Documentation may include, but is not limited to, Engineering Design Files (EDFs), FCF, design drawings and any other applicable design output documentation. Submittal of completion package to DOE.

1.2

ICP PERFORMANCE MEASURE PBI PWS/ACTIVITY – COMPLETION MILESTONE 1.2
TITLE: INTEC End States – CPP-603 West Truck Ramp Fill-In INCENTIVE FEE AMOUNT: \$1,217,887
FEE STRUCTURE: Activity Completion.
DESIRED ENDPOINT/OUTCOME: Complete the engineering design and structural analysis of the West Truck Ramp Fill-in at CPP-603.
FEE BEARING MILESTONE: The Contractor shall earn \$1,217,887 of fee for completing design of the West Truck Ramp Fill-In.
WORK SCOPE/COMPLETION CRITERIA: Complete engineering design and structural analysis of West Truck Ramp Fill-in at CPP-603. <ul style="list-style-type: none">• Completion of design drawings• Completion of engineering analysis• Facility Change Form (FCF) through complete design output verification
TARGET COMPLETION DATE: 9/30/2024
COMPLETION DOCUMENT/DOE VERIFICATION: submit a design completion package which documents the completion of the engineering design and structural analysis of the West Truck Ramp Fill-in at CPP-603. The engineering design and structural analysis are considered complete when the FCF is through design output verification. Documentation may include, but is not limited to, Engineering Design Files (EDFs), FCF, design drawings and any other applicable design output documentation.

1.3

ICP PERFORMANCE MEASURE PBI PWS/ACTIVITY – COMPLETION MILESTONE 1.3
TITLE: INTEC End States - Spent Nuclear Fuel (SNF) End States – Fuel Transfers INCENTIVE FEE AMOUNT: \$1,217,887
FEE STRUCTURE: Activity Completion.
DESIRED ENDPOINT/OUTCOME: Complete Peach Bottom fuel transfers.
FEE BEARING MILESTONE: The Contractor shall earn \$800,000 of fee upon completion of 8 Peach Bottom transfers (1.3a). Following the 8 th transfer the contractor shall earn \$208,944 fee for each additional transfer up to a total of 10 (for a maximum 1.3b fee of \$417,887).
WORK SCOPE/COMPLETION CRITERIA: <ul style="list-style-type: none">a. Complete transfers of 8 Peach Bottom baskets located in Generation 1 liners to Generation 2 liners in CPP-749.b. Complete up to 2 additional (total of 10) transfers above the 8 Peach Bottom transfers in item 1.3a from Generation 1 vaults to Generation 2 vaults.
TARGET COMPLETION DATE: <ul style="list-style-type: none">a. 8/31/2024b. 9/30/2024
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 transfer, photos, completed procedures, transfer acceptance documents, shipping documents, etc.

1.4

ICP PERFORMANCE MEASURE PBI PWS/ACTIVITY – COMPLETION MILESTONE 1.4
TITLE: RWMC End States – TRU Waste Certification INCENTIVE FEE AMOUNT: \$2,029,812
FEE STRUCTURE: Activity Completion.
DESIRED ENDPOINT/OUTCOME: Certify TRU waste for disposal at the Waste Isolation Pilot Plant (WIPP).
FEE BEARING MILESTONE: The Contractor shall earn \$ 2,5691,504 of fee for completing certification of each cubic meter of Contact Handled (CH) Transuranic (TRU) Agreement to Implement (ATI) waste (up to a maximum of 7904,350 m3) for a maximum fee of \$2,029,812.
WORK SCOPE/COMPLETION CRITERIA: Certify 7904,350 m3 of CH-TRU waste in accordance with WIPP Waste Acceptance Criteria (WAC), Revision 11 or most current revision.
TARGET COMPLETION DATE: 9/30/2024
COMPLETION DOCUMENT/DOE VERIFICATION: <ul style="list-style-type: none">a. Closure package documenting completion including volumes and waste detailsb. 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).c. The information for the containers in WDS must show the status as being “Approved Cert”

1.5

ICP PERFORMANCE MEASURE PBI PWS/ACTIVITY – COMPLETION MILESTONE 1.5
TITLE: RWMC End States – TRU Waste Certification INCENTIVE FEE AMOUNT: \$2,029,812
FEE STRUCTURE: Activity Completion.
DESIRED ENDPOINT/OUTCOME: Certify TRU waste for disposal at the Waste Isolation Pilot Plant (WIPP)
FEE BEARING MILESTONE: The Contractor shall earn \$ 4,7765,799 of fee for completing certification of each cubic meter of Contact Handled (CH) Transuranic (TRU) Site Treatment Plan (STP) waste (up to a maximum of 425350 m3) for a maximum fee of \$2,029,812.
WORK SCOPE/COMPLETION CRITERIA: Certify 425350 m3 of CH-TRU waste in accordance with WIPP Waste Acceptance Criteria (WAC), Revision 11 or most current revision.
TARGET COMPLETION DATE: 9/30/2024
COMPLETION DOCUMENT/DOE VERIFICATION: <ul style="list-style-type: none">a. Closure package documenting completion including volumes and waste detailsb. 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).c. The information for the containers in WDS must show the status as being “Approved Cert”

1.6

ICP PERFORMANCE MEASURE PBI PWS/ACTIVITY – COMPLETION MILESTONE 1.6
TITLE: RWMC End States – AMWTP Waste Processing INCENTIVE FEE AMOUNT: \$2,029,812
FEE STRUCTURE: Activity Completion.
DESIRED ENDPOINT/OUTCOME: Process remaining (currently estimated at <u>91402</u>) containers of AE 102/105 reworks.
FEE BEARING MILESTONE: The Contractor shall earn \$2,029,812 of fee for completing the processing of AE 102/105 rework containers (currently estimated at <u>91402</u>).
WORK SCOPE/COMPLETION CRITERIA: Process AE 102/105 rework containers (currently estimated at <u>91402</u>) to make the waste ready for certification as CH-TRU or LLW/MLLW.
TARGET COMPLETION DATE: 3/31/2024
COMPLETION DOCUMENT/DOE VERIFICATION: Closure package documenting completion including volumes and waste details.
The evaluation will consider the container inventory shown in the AMWTP Waste Tracking System (WTS) as of 10/01/2023.

1.7

ICP PERFORMANCE MEASURE PBI PWS/ACTIVITY – COMPLETION MILESTONE 1.7
TITLE: Site Management – Deep Well Potable Waste Wire Replacement INCENTIVE FEE AMOUNT: \$2,435,774
FEE STRUCTURE: Activity Completion.
DESIRED ENDPOINT/OUTCOME: Complete deep well potable water wire replacement and backup generator installation.
FEE BEARING MILESTONE: The Contractor shall earn \$2,435,774 of fee for completing wire replacement, backup generator installation, and successful functional testing of the equipment.
WORK SCOPE/COMPLETION CRITERIA: Installation and successful functional testing of the equipment
TARGET COMPLETION DATE: 6/30/2024
COMPLETION DOCUMENT/DOE VERIFICATION: Completed and closed work order demonstrating functionality of the backup generator and potable water pump.

1.8

ICP PERFORMANCE MEASURE PBI PWS/ACTIVITY – COMPLETION MILESTONE 1.8
TITLE: Site Management Vulnerability and Risk Program Maturity INCENTIVE FEE AMOUNT: \$1,353,208
FEE STRUCTURE: Activity Completion.
DESIRED ENDPOINT/OUTCOME: Develop and deliver a mature patch management program, compliant with federal, DOE requirements, and the ICP System Security plan to ensure vulnerabilities are remediated within the established policy defined timeline (e.g., 30 days). Define a strategy for vulnerabilities that are unable to be remediated within the program established timeline to include identification, mitigation, and acceptance of residual risk.
FEE BEARING MILESTONE: The Contractor shall earn \$451,069 of fee for completing 1.8a, \$451,069 of fee upon completion of 1.8b, and \$451,070 of fee upon completion of 1.8c, for a total fee amount of \$1,353,208.
WORK SCOPE/COMPLETION CRITERIA: <ul style="list-style-type: none">a. Develop a process for vulnerabilities that are unpremeditated within 30 days to be 100% mitigated and submitted to the Authorizing Official (AO) for acceptance of residual risk.b. Remediate 100% of vulnerabilities or submit a mitigation and corrective action plan to the AO for acceptance of residual risk.c. Re-write the following applications, Electrical Configuration Database System (ECDB), System Structures and Components (SSC), Shipping/Receiving Barcode Tracking (SRBT), and Field Design Change System (FDC) from their current Active Server Pages (ASP) to Microsoft .Net.
TARGET COMPLETION DATE: <ul style="list-style-type: none">a. 2/1/2024b. 9/30/2024c. 9/30/2024
COMPLETION DOCUMENT/DOE VERIFICATION: <ul style="list-style-type: none">a. MCP-3392, Information Systems Risk Management and Security Vulnerability Remediation, will be revised with the new process steps for reporting risk of unremediated vulnerabilities to the AO.b. ICP will produce an executive summary detailing the remediation or mitigation with risk acceptance by the AO of 100% of vulnerabilities, with any support documentation to show remediation or mitigation with risk acceptance by the AO.c. ICP will produce an executive summary of the completion of the re-writes of the listed applications, with the Custom Applications (CA) change request documentation to show completion

1.9

ICP PERFORMANCE MEASURE PBI PWS/ACTIVITY – COMPLETION MILESTONE 1.9
TITLE: Calcine End State – Calcine Disposition Project Line-Item INCENTIVE FEE AMOUNT: \$287,799
FEE STRUCTURE: Activity Completion.
DESIRED ENDPOINT/OUTCOME: Progress Calcine Disposition Project (CDP) treatment.
FEE BEARING MILESTONE: The Contractor shall earn \$143,899 of fee for completing 1.9a, and \$143,900 of fee for completing 1.9b for a total fee amount of \$287,799.
WORK SCOPE/COMPLETION CRITERIA: <ul style="list-style-type: none">a. Calcine RCRA Delisting Petition – Prepare delisting petition for agency submittal.b. Complete the siting study and issue recommendations. The scope of the study includes evaluating alternatives for the transfer line layout, control building layout, full-scale melter test facility, and processing facility near CSSF (green field and CPP-691). Scope also includes identifying safeguards and security requirements.
TARGET COMPLETION DATE: <ul style="list-style-type: none">a. 5/21/2024b. 7/3/2024
COMPLETION DOCUMENT/DOE VERIFICATION: <ul style="list-style-type: none">a. Transmittal letter is prepared with petition and ready to submit to appropriate agencies.b. Report completed, signed by CDP management.

1.10

ICP PERFORMANCE MEASURE PBI PWS/ACTIVITY – COMPLETION MILESTONE 1.10
TITLE: Site Management – Idaho CERCLA Disposal Facility (ICDF) Additional Capacity INCENTIVE FEE AMOUNT: \$324,533
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 \$324,533 of fee upon completion of 1.10.
WORK SCOPE/COMPLETION CRITERIA: Complete excavation to rough grade and construction of the berms for the landfill and evaporation ponds (1.10)
TARGET COMPLETION DATE: 7/18/2024*
*Milestone based on funding at the request level in the Project Data Sheet. If funding is at a Continuing Resolution (CR) level (\$8M based on Fiscal Year 2023 level) then milestone would then be September 30, 2024.
COMPLETION DOCUMENT/DOE VERIFICATION: Walk through of completed excavation and embankment construction at the ICDF Expansion Project area along with survey information on control points presented in the DOE/ID-12087 (Site Preparation design documents). (field walkthrough and documentation i.e., survey record).

2.0: Naval Reactors PBIs

2.1

ICP PERFORMANCE MEASURE PBI PWS/ACTIVITY – COMPLETION MILESTONE 2.1
TITLE: Naval Reactor's End State - Navy Core Car INCENTIVE FEE AMOUNT: \$843,780
FEE STRUCTURE: Activity Completion.
DESIRED ENDPOINT/OUTCOME: Continue progress toward the completion of the Navy Core Car scope.
FEE BEARING MILESTONE: The Contractor shall earn \$281,260 of fee for completing 2.1a, \$281,260 of fee for completing 2.1b, \$281,260 of fee for completing 2.1c, for a total fee amount of \$843,780.
WORK SCOPE/COMPLETION CRITERIA: <ul style="list-style-type: none">a. Complete Saw Assembly Prototype Testing at Premier.b. Complete fabrication of RSC mockup.c. Complete fabrication of Bucket Loading Station.
TARGET COMPLETION DATE: <ul style="list-style-type: none">a. 9/30/2024b. 9/30/2024c. 9/30/2024
COMPLETION DOCUMENT/DOE VERIFICATION: <ul style="list-style-type: none">a. Delivery of Saw Assembly to In Place Machinery for Cutting System integrated testing.b. Closeout of fabrication Work Order.c. Closeout of fabrication Work Order.

2.2

ICP PERFORMANCE MEASURE PBI PWS/ACTIVITY – COMPLETION MILESTONE 2.2
TITLE: Naval Reactor’s End State - NRF-627 Demolition INCENTIVE FEE AMOUNT: \$421,890
FEE STRUCTURE: Activity Completion.
DESIRED ENDPOINT/OUTCOME: Above grade demolition of NRF-627 Facility.
FEE BEARING MILESTONE: The Contractor shall earn \$421,890 of fee for completing NRF-627 demolition.
WORK SCOPE/COMPLETION CRITERIA: Complete facility deactivation, including disposition of hazardous waste (ACM/PCBs), demolition preparation, and demolition and disposition of demolition debris.
TARGET COMPLETION DATE: 9/30/2024
COMPLETION DOCUMENT/DOE VERIFICATION: Submittal of certification of completion and verification of completion by DOE representative.

2.3

ICP PERFORMANCE MEASURE PBI PWS/ACTIVITY – COMPLETION MILESTONE 2.3
TITLE: Naval Reactor’s End State - S5G EE/CA INCENTIVE FEE AMOUNT: \$421,890
FEE STRUCTURE: Activity Completion.
DESIRED ENDPOINT/OUTCOME: Develop final S5G EE/CA Document.
FEE BEARING MILESTONE: The Contractor shall earn \$421,890 of fee for completing S5G EE/CA.
WORK SCOPE/COMPLETION CRITERIA: Submit Final S5G EE/CA document to DOE.
TARGET COMPLETION DATE: 9/30/2024
COMPLETION DOCUMENT/DOE VERIFICATION: Draft Final S5G EE/CA.

b. Subjective Fee

DEFENSE FY24 Subjective					
Evaluation Category				Available Fee	% of Subj. Fee
Cost				\$ 1,936,493	33%
Schedule				\$ 1,936,493	33%
<u>Program Management</u>				\$ 1,995,175	34%
TOTAL				\$ 5,868,162	100%
Capital Line-Item 23-D-402 (Calcine Disposition Project)					
Cost				\$ 40,703	33%
Schedule				\$ 40,703	33%
<u>Program Management</u>				\$ 41,936	34%
TOTAL				\$ 123,343	100%
Capital Line-Item 22-D-494 (ICDF Cell 3 Expansion)					
Cost				\$ 45,898	33%
Schedule				\$ 45,898	33%
<u>Program Management</u>				\$ 47,289	34%
TOTAL				\$ 139,085	100%
Capital Line-Item 22-D-403 (SNF-SF)					
Cost				\$ 35,666	33%
Schedule				\$ 35,666	33%
<u>Program Management</u>				\$ 36,746	34%
TOTAL				\$ 108,077	100%
FY24 DEFENSE TOTAL				\$ 6,238,667	
NAVY FY24 Subjective					
Evaluation Category				Available Fee	% of Subj. Fee
Cost				\$ 238,669	33%
Schedule				\$ 238,669	33%
<u>Program Management</u>				\$ 245,902	34%
TOTAL				\$ 723,240	100%

VI. SUBJECTIVE CRITERIA

Subjective Evaluation Category	Fund Type	Evaluation Criteria
Schedule	Defense and 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 TO-3 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"> • The timeliness of completion of deliverables in all TO-3 ICP programs including the timeliness of the completion of the contractual milestones. • The timeliness of submittals to DOE ICP. 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 ICP.
Cost	Defense and Naval Reactors	<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 TO-3 Phase 2. In combination with the Schedule Incentive above, 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"> • Effective planning to control costs within the availability of funding, including alignment with the baseline and ownership of risk. • Long range planning to control costs in alignment with the baseline and ownership of risk. • 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. • The effectiveness in forecasting, managing, and controlling contract costs, including identification and notification to DOE ICP of cost estimates exceeding available funding

Subjective Evaluation Category	Fund Type	Evaluation Criteria
		<p>and implementing timely corrective actions.</p> <ul style="list-style-type: none"> • Overall, effective utilization of available appropriated funds. • Developing and implementing initiatives which result in tangible savings to DOE (cost, schedule, or risk). • 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. • 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. • The overall and specific program and project status performance against the approved baseline, and the effectiveness of program and project reporting tools and systems.
Program Management	Defense and Naval Reactors	<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 and includes all other work scope items not identified as an objective PBI. 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"> • Overall affective program and project management. • Demonstration of effective subcontract management, including award of subcontracts as scheduled, inclusion of all requirements, subcontractor audits, and subcontract administration. Contractor will monitor subcontractor performance to ensure compliance with all requirements including small business subcontracting plans and DOE goals, Buy American Act, and applicable labor statutes. Consideration should be given to Socio-Economic Programs and ensuring that the Prime Contractors are proactively and objectively seeking measures to meet stated goals. • Demonstration of effective use of domestic suppliers of personal protective equipment (PPE) and achieving on-time-delivery of PPE. • Ability to proactively manage supply chain issues that arise. Consideration should be given to management of long lead items and critical spares; working with corporate partners to leverage buying power to obtain best pricing and delivery of mission critical needs; and working with Kansas City SCMC. • Demonstration of proactive communication with Corporate Official and parent companies to identify project issues early and resolve.

Subjective Evaluation Category	Fund Type	Evaluation Criteria
		<ul style="list-style-type: none"> • Key Personnel: this includes the contractor’s ability in selecting, retaining, supporting, and replacing, when necessary, Key Personnel. • Effectiveness of coordination with the Idaho National Laboratory Managing and Operating Contractor (M&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. • 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. • Contractor will be evaluated in cyber-security and contractor assurance systems. • Developing, implementing, and updating all nuclear safety related documentation such as Documented Safety Analyses, Technical Safety Requirements, Criticality Safety Evaluations, etc. •