

IDAHO CLEANUP PROJECT (ICP)
CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000
CLIN 03, SUBTASK 0302 – INTEGRATION AND MISSION CONTINUITY (TO 3.2)
MOD P00068

TASK ORDER 3.2 – INTEGRATION AND MISSION CONTINUITY

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Section B - Supplies or Services and Prices/Costs

This subtask (herein referred to as Task Order 3.2) shall be performed under the following:

Contract Structure	Number	Herein Referred to as
Indefinite Delivery/Indefinite Quantity Contract	89303321DEM000061	Master IDIQ Contract
Hybrid Task Order	89304223FEM400000	Hybrid Task Order
Contract Line Item Number	03	CLIN 03
Subtask	0302	Task Order 3.2

Section B of the Hybrid Task Order is incorporated by reference. The requisite clause information specific to this Task Order 3.2 included below is consistent with the clause numbering structure established by the Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract.

B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in Task Order 3.2 as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) under Task Order 3.2.

B.2 Type of Contract

(b) DOE-B-2002 Cost-Plus-Award-Fee Task Order: Total Estimated Cost and Award Fee (Oct 2014) (Revised)

(1) Task Order 3.2 is a Cost-Plus-Award-Fee type. The total estimated cost, award fee, and Performance Management Incentive (PMI) fee are as follows (Table B-1):

Table B-1. Estimated Total Price.

Total Estimated Cost:	\$ 648,021,041
Award Fee:	\$ 52,796,978
PMI Fee FY24 and FY25:	FY24 \$ 2,000,000 FY25 \$ <u>2,000,000</u> Total \$ 4,000,000
Total Estimated Cost and Fee:	\$ 704,818,019
Accrued Legacy Contract Liabilities:	\$ 12,505,168
Total TO 3.2 Value	\$ 717,323,187

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The total estimated cost, award fee, and PMI fee by funding category are as follows (Table B-2):

Table B-2. Estimated Total Price by Funding Category.

Funding Category	Total Estimated Cost	Award Fee	PMI Fee	Total Estimated Price
Defense	\$ 575,963,171	\$ 47,694,065	\$ 4,000,000	\$ 627,657,236
Navy	\$ 72,057,870	\$ 5,102,913	\$ -	\$ 77,160,783
Total	\$ 648,021,041	\$ 52,796,978	\$ 4,000,000	\$ 704,818,019

Note: Above table excludes legacy contract liabilities.

The Contractor’s proposal is subject to audit in accordance with DEAR 915.404-2-70(b). Therefore, the terms and conditions of Task Order 3.2 are subject to renegotiation, pending resolution of an external audit(s) of the Contractor’s proposal. At the time of Task Order 3.2 issuance, an external audit(s) of the Contractor’s proposal was not complete. Therefore, the parties agree that the negotiated cost and fee and other terms and conditions may be subject to a downward adjustment based on the results of any audit report(s) and resolution of audit findings. Nothing in this clause shall release the Contractor from any obligation of performance contained in Task Order 3.2.

(2) The Total Estimated Cost and Fee of Task Order 3.2 is as follows (Table B-3):

Table B-3. Task Order Structure

TO Number	TO Title	TO Type	Estimated Cost	Award Fee:	PMI Fee:*	Total Estimated Price:
TO 3.2	Integration and Mission Continuity	CPAF	\$ 648,021,041	\$ 52,796,978	FY24 \$2,000,000 FY25 \$2,000,000 Total \$4,000,000	\$ 704.818.019
TO = Task Order			CPAF= Cost-Plus-Award-Fee			

Note: Above table excludes legacy contract liabilities.

(3) Payment of fee will be made in accordance with Section B.13 of the Master IDIQ Contract and other applicable clauses of the Task Order. The Government will pay the Contractor fee that is earned from the annual available fee by fiscal year, as specified in Table B-4 below.

(4) Task Order 3.2 Attachment entitled, *Performance Evaluation Measurement Plan (PEMP)*.

(i) The Contracting Officer (CO) will unilaterally issue a PEMP for each evaluation period that establishes the criteria and procedures for evaluating the Contractor’s performance for the purpose of determining fee earned. The PEMP may be revised unilaterally by the CO at any time during the evaluation period. While the PEMP incentives may be unilaterally developed by the Department of Energy (DOE), the expectation is that a teaming approach between

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DOE ICP and the Contractor will be used. The PEMP will include, as a minimum, the following:

- (A) Evaluation criteria linked to the contract's performance objectives as defined in terms of cost, schedule, technical, or other contract performance requirements or objectives.
 - (B) Means of how the Contractor's performance will be measured against the evaluation criteria.
 - (C) Fee evaluation period.
 - (D) Amount of the total annual available fee that is allocated to the evaluation period, including the allocation for subjective award fee criteria and objective award fee criteria.
 - (E) Methodology for application of subjective evaluation ratings or attainment of predetermined objectives to earned fee.
 - (F) Use of rollover of unearned fee is prohibited.
- (ii) The length of evaluation periods will align to the 12-month Government fiscal year (FY). The evaluation periods should provide a balance between the Contractor's ability to have sufficient performance time for the Government to evaluate, but evaluation periods should provide the ability for the Government to provide timely evaluations on the Contractor's performance without being administratively burdensome.
- (5) Fee Determination. Fee decisions are made solely at the discretion of the Government, including but not limited to, the characterization of the Contractor's performance, amount of earned fee, if any, and the methodology used to calculate the earned fee.
- (6) Unsatisfactory Performance. 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.
- (7) Total Available Fee Distribution. Table B-4 delineates the Total Available Award Fee Distribution as fee allocations, contract definitization, and final fee determinations are made for each fiscal year.

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Table B-4. Available Award Fee Distribution

Task Order Period	Available Fee as Originally Awarded	Fee Associated with Task Order Changes	Total Available Fee	Available Fee Earned & Paid	Fee Forfeited
Fiscal Year 2024					
Award Fee	\$ 22,725,180		\$ 22,793,879	\$22,584,884	\$ 208,995
PMI Fee	\$ 2,000,000	\$ 68,699	\$ 2,000,000	\$ 1,743,900	\$ 256,100
Fiscal Year 2025					
Award Fee	\$ 27,451,020		\$ 30,003,099		
PMI Fee	\$ 2,000,000	\$2,552,079	\$ 2,000,000	TBD	TBD
Total	\$ 54,176,200	\$ 2,620,778	\$ 56,796,978	\$24,328,784	\$ 465,095

(8) Task Order 3.2 Description:

Task Order 3.2, Integration and Mission Continuity (IMC), includes uninterrupted operations of work scope identified in Section C, while both parties work towards the development of individual End States. Timing for preparation of the End State subtasks will be dependent on the DOE’s priority for the work scope, and End State subtasks will be developed and sequenced collaboratively as defined in the most current Ten-Year End State Strategic Task Order Plan.

As the End State subtasks are developed, negotiated, and implemented, Task Order 3.2, IMC, will continue to house the core programs that maintain a comprehensive and effective continuity capability across ICP projects to support achievement of defined End States. Task Order 3.2 scope shall be performed in accordance with the Section C PWS sections of the Master IDIQ Contract, identified below. Costs are reimbursed based on allowable actual costs billed to the Task Order 3.2.

B.4 DOE-B-2013 Obligation of Funds (Oct 2014)

- (a) Pursuant to the clause of this contract in FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) of \$(see current funding modification and accompanying detailed funding profile) are obligated for the payment of allowable costs.

Obligated funding shall only be used for the specific subtasks as designated in the Hybrid Task Order and shall not be used for any other subtask.

B.13 Performance Management Incentive

The Performance Management Incentive (PMI) fee is \$2M for FY24 and \$2M for FY25. The PMI is a contract-wide incentive available among all active subtasks (Task Orders). PMI measures performance of all active subtasks collectively, exclusive of the PEMP.

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Section C - Performance Work Statement

C.1 Task Order Requirements

The Contractor shall perform the following sections of the Performance Work Statement (PWS) of the Master IDIQ Contract

- C.3.0 EM Facility Infrastructure (including sub parts)
- C.4.0 CERCLA [Comprehensive Environmental Response Compensation and Liability Act] Remediation (including sub parts)
- C.5.0 Waste Management (including sub parts)
- C.6.0 Liquid Waste Facility Closure (including sub parts except for C.6.1 Integrated Waste Treatment Unit (IWTU) Operations)
- C.7.0 Spent Nuclear Fuel Management (including sub parts except for C.7.2 Non-Defense)
- C.8.0 Facility Demolition and Dismantlement (D&D)
- C.9.0 Program Management and Support Functions (including sub parts)

In accordance with contract clause C.9.2.01.01 *Project Support Performance Requirements*, the Contractor shall prepare a Fiscal Year Work Plans (FYWP) that includes narrative descriptions of the upcoming fiscal year, monthly spend plans and monthly metrics expected to be achieved. The FYWP shall be provided for DOE review for the upcoming fiscal year by September 30. In addition to this annual requirement, the Contractor shall, as requested, provide an updated FYWP that reflects updated projected funding for the fiscal year, actuals costs to date and a current estimate at completion. The Contractor is expected to coordinate with DOE to collaboratively manage funds while executing the performance work statement.

Due to funding constraints expected for FY24 and FY25, not all of the scope identified above falls within these funding levels; therefore, specific scope elements within Task Order 3.2 contain priced work to accommodate the influx of additional funding either through Contractor efficiencies or incremental funding. Subject to the availability of funding, this work may be added to Task Order 3.2. While this priced work is included in the PWS, it is not part of the estimated cost or fee until the specific work scope(s) is authorized. This methodology allows for work to begin immediately if funds become available either through Contractor efficiencies or incremental funding and mitigates the need to issue unpriced work, which reduces the risk to the Government.

Based on evaluation of DOE priorities and through Contractor efficiencies and/or an increase in available funding, DOE ICP may authorize the performance of a negotiated priced work during Task Order 3.2 period of performance through a bilateral task order modification. Modification authority is in accordance with FAR 52.243-2, *Changes - Cost Reimbursement (Aug 1987) Alt I, II and III* and FAR 52.232-22, *Limitation of Funds*. The Contractor shall partner with the DOE to mutually agree to any changes in the negotiated priced work (e.g., appropriate escalation applied, adjustment in scope and price if the schedule falls outside of the proposed period of performance, etc.). Refer to Exhibit B-1 for a complete list of available priced work. The priced work will become part of Task Order 3.2 with an increase to the estimated cost and fee (as described in Exhibit B-1) as authorized. Priced work must fall within Task Order 3.2 period of performance.

Section D - Packaging and Marking

Section D of the Hybrid Task Order is incorporated by reference.

Section E - Inspection and Acceptance

Section E of the Hybrid Task Order is incorporated by reference.

Section F - Deliveries or Performance

Section F of the Hybrid Task Order is incorporated by reference. The requisite clause information specific to Task Order 3.2 included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

F.3 Period of Performance

(b) The period of performance for Task Order 3.2 is October 1, 2023 through September 30, 2031.

Section G - Contract Administration Data

Section G of the Hybrid Task Order is incorporated by reference.

Section H - Special Contract Requirements

Section H of the Hybrid Task Order is incorporated by reference.

Section I - Contract Clauses

Section I of the Hybrid Task Order is incorporated by reference.

Section J - List of Attachments

Section J of the Hybrid Task Order is incorporated by reference, as applicable to Task Order 3.2. The Contractor shall submit the required deliverables under Task Order 3.2 in accordance with Attachment J-2 *Contract Deliverables* of the Master IDIQ Contract.