

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000

CLIN 03, SUBTASK 0302 – INTEGRATION AND MISSION CONTINUITY (TO 3.2)

MOD P00137

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:	\$ 1,254,852,116
Award Fee:	\$ 100,299,993
PMI Fee:	FY24 \$ 2,000,000
	FY25 \$ 2,000,000
	FY26 \$ 2,000,000
	FY27 \$ 2,000,000
	Total \$ 8,000,000
Total Estimated Cost and Fee:	\$ 1,363,152,109
Accrued Legacy Contract Liabilities:	\$ 12,505,168
Total TO 3.2 Value	\$ 1,375,657,277

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

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

Funding Category	Total Estimated Cost	Award Fee	PMI Fee	Total Estimated Price
Defense	\$ 1,177,103,422	\$ 94,518,325	\$ 8,000,000	\$ 1,279,621,747
Navy	\$75,179,523	\$5,595,785	\$ -	\$80,775,308
Nuclear Energy	\$2,569,171	\$185,883	\$ -	\$2,755,054
Total	\$ 1,254,852,116	\$ 100,299,993	\$ 8,000,000	\$ 1,363,152,109

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 (Mod P00110), 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	\$ 1,254,852,116	\$ 100,299,993	FY24 \$2,000,000 FY25 \$2,000,000 FY26 \$2,000,000 <u>FY27 \$2,000,000</u> Total \$8,000,000	\$ 1,363,152,109
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

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teaming approach between 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		\$ 28,714,709	\$ 27,607,102	\$1,107,607
PMI Fee	\$ 2,000,000	\$ 1,263,689	\$ 2,000,000	\$1,795,000	\$205,000
Fiscal Year 2026					
Award Fee	\$24,001,795	\$ 271,713	24,273,508	TBD	TBD
PMI Fee	\$2,000,000		\$2,000,000		
Fiscal Year 2027					
Award Fee	\$24,478,814	\$ -39,083	\$ 24,517,897	TBD	TBD
PMI Fee	\$2,000,000		\$2,000,000		
Total	\$ 106,656,809	\$ 1,643,184	\$ 108,299,993	\$ 53,730,886	\$ 1,777,702

(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.

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B.13 Performance Management Incentive

The Performance Management Incentive (PMI) fee is \$2M for FY26 and \$2M for FY27. 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.

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)
 - Includes scope to ensure compliance with Deputy Secretary of Energy Departmental Policy: Addressing Per-and Polyfluoroalkyl Substances at DOE, CERCLA, and other applicable State or Federal regulations, PFAS Strategic Roadmap DOE’s Commitments to Action 2022-2025, and Department of Energy Idaho Cleanup Project Per-and Polyfluoroalkyl Substances Implementation Plan, using the existing CERCLA process.
 - Excludes:
 - C.4.2.01 Vadose Zone Rebound Study (work complete)
 - C.4.3.01 Idaho CERCLA Disposal Facility (ICDF) New Cell Construction (TO 4.2).
 - C.4.3.02 ICDF Cap (Future End State TO)
- C.5.0 Waste Management (including sub parts)
 - Includes future treatment options for difficult waste
- C.6.0 Liquid Waste Facility Closure (including sub parts)
 - Excludes work covered under C.6.1 Integrated Waste Treatment Unit (IWTU) Operations (including Additional Storage) (TO 7.2 IWTU Operations).
- C.7.0 Spent Nuclear Fuel Management (including sub parts)
 - Includes scope to receive Domestic Research Reactors (DRR) Training, Research, Isotopes, General Atomics Fuel (TRIGA) and High Burnup demonstration cask (HBU). This will be funded by Nuclear Energy program (NE) and should be accounted for separately from the rest of the Environmental Management (EM) Defense work scope.
 - Excludes the following:
 - C.7.2 Non-Defense EM-Funded Spent Nuclear Fuel (SNF) Activities (TO 6.1).
 - C.7.2.01.01 Fort St. Vrain (FSV) Independent Spent Fuel Storage Installation (ISFSI) (TO 6.1).
 - C.7.2.01.02 TMI-2 ISFSI (TO 6.1).
- C.8.0 Facility Demolition and Dismantlement (D&D)
 - Excludes: Naval Reactor Facility (NRF) D&D work scope (TO 5.1).
- 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

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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.

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.