

**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061, 89243222FEMTO03 MOD P00001 **Note: Correct MOD Reference is MOD P00019**

TASK ORDER 3 – INTEGRATION AND MISSION CONTINUITY (PHASE 1)

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## Section B - Supplies or Services and Prices/Costs

This Task Order work shall be performed under Contract Line Item Number (CLIN) 00003 of the Idaho Cleanup Project (ICP) Contract Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract (herein referred to as the Master IDIQ Contract). Section B of the Master IDIQ Contract is incorporated by reference. The requisite clause information specific to this Task Order included below is consistent with the clause numbering structure established by the Master 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 this Task Order 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 this Task Order.

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

**Table B-1. Estimated Total Price.**

<b>Total Estimated Cost:</b>	\$ 619,176,541
<b>Award Fee:</b>	\$ 48,440,578
<b>PMI Fee FY22 (5 months) and FY23:</b>	FY22 – \$ 1,000,000 FY23 – TBD Total – \$ 1,000,000
<b>Total Estimated Price:</b>	\$ 668,617,119

*\* Amount may be prorated based on the timing of the 12-month fiscal year. The PMI is a contract-wide incentive measured individually among all active Task Orders.*

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.**

<b>Funding Category</b>	<b>Total Estimated Cost</b>	<b>Award Fee</b>	<b>PMI Fee</b>	<b>Total Estimated Price</b>
<b>Defense</b>	\$ 563,049,122	\$ 44,161,885	\$ 1,000,000	\$ 608,211,007
<b>Non-Defense</b>	\$ 6,058,414	\$ 354,938	\$ -	\$ 6,413,352
<b>Navy</b>	\$ 49,053,460	\$ 3,843,241	\$ -	\$ 52,896,701
<b>Other Sites</b>	\$ 1,015,545	\$ 80,514	\$ -	\$ 1,096,059
<b>Total</b>	\$ 619,176,541	\$ 48,440,578	\$ 1,000,000	\$ 668,617,119

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*“The Contractor’s’ Task Order proposal is subject to audit in accordance with DEAR 915.404-2-70(b). Therefore, the terms and conditions of this Task Order are subject to renegotiation, pending resolution of an external audit(s) of the Contractor’s proposal. At the time of Task Order issuance, an external audit(s) of the Contractor’s proposal was not complete. Therefore, the parties agree that the negotiated price 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 the Task Order.”*

- (2) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Contract Line Items, is as follows (Table B-3):

**Table B-3. Task Order Structure**

<b>TO Number</b>	<b>TO Title</b>	<b>TO Type</b>	<b>Estimated Cost</b>	<b>Award Fee:</b>	<b>PMI Fee:</b>	<b>Total Estimated Price:</b>
TO-3	Integration and Mission Continuity (Phase 1)	CPAF	\$619,176,541	\$48,440,578	FY22 - \$1,000,000 FY23 - TBD Total - \$1,000,000	\$668,617,119
TO = Task Order			CPAF = Cost-Plus-Award-Fee			

*\* Amount may be prorated based on the timing of the 12-month fiscal year. The PMI is a contract-wide incentive measured individually among all active Task Orders.*

- (3) Payment of fee will be made in accordance with this clause, 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 Attachment entitled, *Performance Evaluation Management Plan (PEMP)*.
  - (1) The 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 DOE, the expectation is that a 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.

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- (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.
- (2) The length of evaluation periods will align to the 12-month Government fiscal year (FY). For FY22, the initial PEMP will cover five months (May 1 – September 30, 2022), followed by a 12-month PEMP for FY23. 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.

**Table B-4. Available Award Fee Distribution**

<b>Task Order Period</b>	<b>Available Fee as Originally Awarded</b>	<b>Fee Associated with Task Order Changes</b>	<b>Total Available Fee</b>	<b>Available Fee Earned &amp; Paid</b>	<b>Fee Forfeited</b>
Fiscal Year 2022 Award Fee PMI Fee	\$ 13,772,417 \$ 1,000,000	TBD	\$ 13,772,417 \$ 1,000,000	TBD	TBD
Fiscal Year 2023 Award Fee PMI Fee	\$ 34,668,161 TBD	TBD	\$ 34,668,161 TBD	TBD	TBD
<b>Total</b>	<b>\$ 49,440,578</b>	<b>TBD</b>	<b>\$ 49,440,578</b>	<b>TBD</b>	<b>TBD</b>

*\* Amount may be prorated based on the timing of the 12-month fiscal year. The PMI is a contract-wide incentive measured individually among all active Task Orders.*

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(8) Task Order Description:

TO-3 – Integration and Mission Continuity (Phase 1)

Integration and Mission Continuity (IMC) TO includes uninterrupted operations of work scope identified in Section C, while both parties work towards the development of individual End State TOs. Timing for preparation of the End State TOs will be dependent on the DOE’s priority for the work scope, and TOs will be developed and sequenced collaboratively using an Integrated Priority List process.

As the End State TOs are developed, negotiated, and implemented, the IMC Phase 1 TO 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. At the completion of the IMC Phase 1 TO period of performance, programmatic support, along with any IMC Phase 1 TO scope that has not been captured in End State TOs, will be transferred to the IMC Phase 2 TO. TO-3 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.

**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) specified below are obligated for the payment of allowable costs. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

Obligated funding shall only be used for the specific task order as designated in the Contract and shall not be used for any other task order.

**B.13 Performance Management Incentive**

The Performance Management Incentive (PMI) fee allocated to this Task Order is \$1M (\$1M for FY22 and TBD for FY23).

**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 Remediation (Including sub parts)
- C.5.0 Waste Management (Including sub parts)
  - C.5.1- In accordance with the requirements of PWS C.5.1 and subparts, the Contractor shall continue preparations for receipt, treatment, packaging and disposal at the Waste Isolation Pilot Plant (WIPP) of two (2) Nevada Test Spheres currently stored at Nevada National Security Site.
- C.6.0 Liquid Waste Facility Closure (including sub parts)
- C.7.0 Spent Nuclear Fuel (SNF) Management (including sub parts)



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- C.8.0 Facility Demolition and Dismantlement (D&D)
- C.9.0 Program Management and Support Programs (including sub parts)

The Contractor shall take all reasonable steps necessary to develop End State TOs as defined in the Ten-Year End State Strategic Task Order Plan or other TOs as agreed to by DOE and IEC.

The Contractor shall partner with the DOE to begin development of an Integrated Priority List (IPL).

*Note: When final the IPL will be approved by DOE and will identify ICP priorities for work planning purposes at planned budget levels and for budget fluctuations and/or Contractor efficiencies.*

In addition, the scope of work identified below falls within the general scope of work under section C and is included in DOE's position. This is the work identified in IEC's proposal as "Planned Above Target" (Defense only):

- E.2.03.35.02 - TO3-CH-TRU Packaging, Transportation, and Procurement
- E.2.03.31.02 - TO3-CH-TRU Characterization Classifiers
- E.3.06.34.04 - TO3-IWTU Ops Temp N2 Supply (Skids)
- E.1.02.35.02 - TO3-125B Engineering
- E.1.02.35.03 - TO3-125B Cask Move – Subcontract
- E.1.02.35.01 - TO3-125B Management
- E.6.03.30.01 - TO3-ATO – (Basis for Cyber Security Program)
- E.6.03.31.01 - TO3-CDM Cyber Implementation
- E.6.03.31.02 - TO3-CDM Cyber Support
- E.6.02.30.01 - TO3-PC Refresh
- E.6.02.30.02 - TO3-PC Refresh Procurement
- E.6.02.31.01 - TO3-Network Refresh
- E.6.02.31.02 - TO3-Network Refresh Furnish and Install Subcontract (Planning Package)
- E.6.02.31.03 - TO3-Network Refresh Support
- E.6.02.32.01 - TO3-Offline Storage (Ransomware)
- E.6.02.33.01 - TO3-IPv6
- E.6.02.33.02 - TO3-IPv6 Planning Package

### **Section D - Packaging and Marking**

Section D of the Master IDIQ Contract is incorporated by reference, as applicable.

### **Section E - Inspection and Acceptance**

Section E of the Master IDIQ Contract is incorporated by reference, as applicable.

### **Section F - Deliveries or Performance**

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

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**F.3 Period of Performance**

(b) The overall Task Order Period of Performance (POP) is estimated to be 17 months from the Task Order Issue date.

**Section G - Contract Administration Data**

Section G of the Master IDIQ Contract is incorporated by reference, as applicable.

**Section H - Special Contract Requirements**

Section H of the Master IDIQ Contract is incorporated by reference, as applicable.

**Section I - Contract Clauses**

Section I of the Master IDIQ Contract is incorporated by reference, as applicable.

**Section J - List of Attachments**

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