

IDAHO CLEANUP PROJECT (ICP)
CONTRACT NO. 89303321DEM000061, 89243222FEMTO03 MOD P00001
TASK ORDER 3 – INTEGRATION AND MISSION CONTINUITY (PHASE 1)

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AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00019	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Idaho Operations Office 1955 Fremont Avenue Idaho Falls ID 83415	CODE 892432	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: Linda Duckworth 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
		10B. DATED (SEE ITEM 13) 05/27/2021
CODE	FACILITY CODE	

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: SECTION H.51 TASK ORDERING PROCEDURE
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not is required to sign this document and return 1 copies to the issuing office.

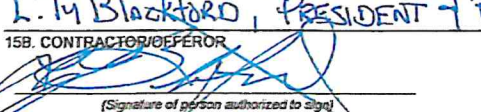
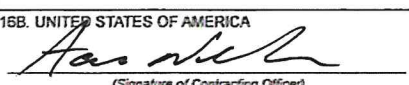
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: Not Available
 UEI: LQ5ZLNE3EM27
 Procurement Instrument Identifier (PIID): 89243222FEMTO03
 TASK ORDER 3 - INTEGRATION AND MISSION CONTINUITY

The purpose of this modification is to issue Task Order 3 (TO-3) Integration and Mission Continuity (Phase 1). For additional details, see CLIN-3 below.

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) L. Ty Blackford, PRESIDENT + PM	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aaron Nebeker
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 4/27/2022
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 04/27/2022

Previous edition unusable

NAME OF OFFEROR OR CONTRACTOR
Idaho Environmental Coalition LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00003	<p>Payment: OR for Idaho https://vipers.doe.gov Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov Period of Performance: 10/01/2021 to 09/30/2031</p> <p>Add Item 00003 as follows:</p> <p>TASK ORDER-3 - Integration and Mission Continuity Obligated Amount: \$0.00</p> <p>PIID: 89243222FEMTO03 TASK ORDER 3 - Integration and Mission Continuity</p> <p>The scope of work for this Task Order (TO) can be found in section C in the TO-3 attachment. The period of performance will begin May 1, 2022 and end September 30, 2023 (17 months). This is a cost-plus-award-fee type TO with an estimated cost of \$619,176,541 and an award fee pool of \$48,440,578. In addition, per section B.13, it has been determined that \$1M will be allotted to TO-3 for FY22. TO-3 PMI for FY23 will be determined at a later date. Additional details pertaining to each contract section can be found in the attachments.</p> <p>CONTRACTOR'S STATEMENT OF RELEASE: In consideration of the modification agreed to herein as a complete equitable adjustment for TO-3 scope of work identified in this contract action, and in accordance with contract Section H.51 Task Order Procedures, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.</p> <p>The total price of TO-3 is \$668,617,119 (Cost + Award Fee + FY22 PMI. See also Section B.2 of the attached TO-3 form).</p>				668,617,119.00

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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.

Total Estimated Cost:	\$ 619,176,541
Award Fee:	\$ 48,440,578
PMI Fee FY22 (5 months) and FY23:	FY22 – \$ 1,000,000 FY23 – TBD Total – \$ 1,000,000
Total Estimated Price:	\$ 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.

Funding Category	Total Estimated Cost	Award Fee	PMI Fee	Total Estimated Price
Defense	\$ 563,049,122	\$ 44,161,885	\$ 1,000,000	\$ 608,211,007
Non-Defense	\$ 6,058,414	\$ 354,938	\$ -	\$ 6,413,352
Navy	\$ 49,053,460	\$ 3,843,241	\$ -	\$ 52,896,701
Other Sites	\$ 1,015,545	\$ 80,514	\$ -	\$ 1,096,059
Total	\$ 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

TO Number	TO Title	TO Type	Estimated Cost	Award Fee:	PMI Fee:	Total Estimated Price:
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

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 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
Total	\$ 49,440,578	TBD	\$ 49,440,578	TBD	TBD

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

(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.

**PERFORMANCE EVALUATION MEASUREMENT PLAN
(PEMP)**

APPROVALS

Issued By:

Aaron S. Nebeker
Digitally signed by Aaron S. Nebeker
Date: 2022.04.27 08:01:49 -06'00'

Aaron Nebeker
Contracting Officer

Concurred By:

Nicholas A Balsmeier
Digitally signed by Nicholas A Balsmeier
Date: 2022.04.26 22:51:24 -06'00'

Nick Balsmeier
Task Order Integration Manager

Maria M. Mitchell-Williams
Digitally signed by Maria M. Mitchell-Williams
Date: 2022.04.27 07:53:11 -06'00'

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

Approved:

Connie M. Flohr
Digitally signed by Connie M. Flohr
Date: 2022.04.27 13:46:34 -06'00'

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

Accepted By:

LEONARD BLACKFORD (Affiliate)
Digitally signed by LEONARD BLACKFORD (Affiliate)
Date: 2022.04.27 15:11:34 -06'00'

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

REVISION LOG

Revision	Section	Page No.	Description	Date
0	ALL		Initial issue of document.	May 2022

PERFORMANCE EVALUATION AND MEASUREMENT PLAN

I. INTRODUCTION

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

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

II. CONTRACT ATTRIBUTES

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

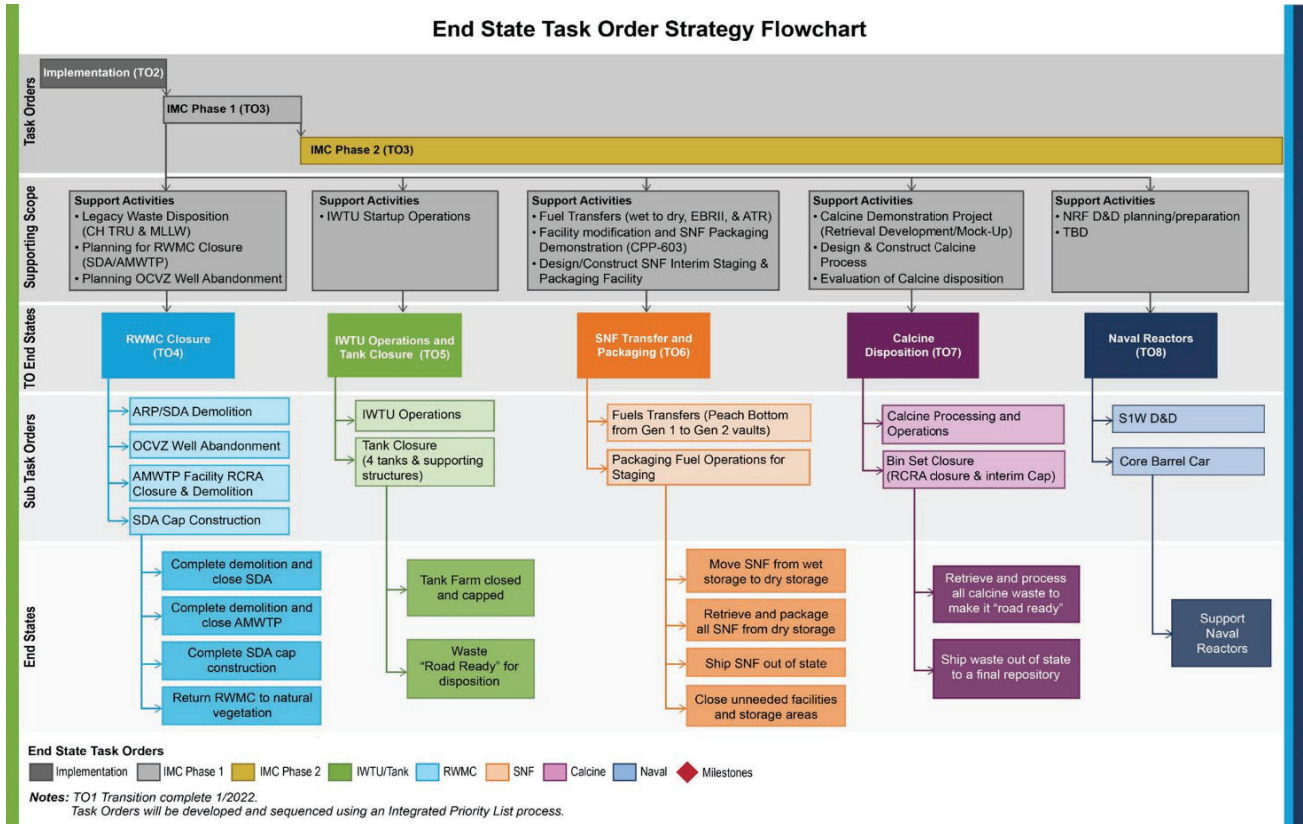
To complete its mission, ICP is utilizing the End State Contracting Model (ESCM), a single award Indefinite Delivery/Indefinite Quantity (IDIQ) contract with the ability to issue both Cost Reimbursement (CR) and Fixed Price (FP) Task Orders (TO). The ESCM was developed by DOE Environmental Management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

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

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

developed for FY23 (for the period October 1, 2022 through September 30, 2023).

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



III. ORGANIZATIONAL STRUCTURE AND DUTIES

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

A. Roles and Responsibilities

1. ICP Manager/Fee Determination Official (FDO)

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

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

2. Task Order Integration Manager (TOIM)

The TOIM will be the point of organizational authority within DOE-ID for: development and coordination of the PEMP, which includes the Award Fee Plan (AFP); performance monitoring; performance validation; performance reporting; and providing recommendation(s) on provisional payment of fee related to Performance Based Incentives (PBIs) and subjective criteria. The primary responsibilities of the TOIM are to:

- 1) Develop and establish the evaluation criteria and incorporate them into the PEMP.
- 2) Ensure appropriate coordination of performance expectations and the evaluation criteria with DOE-ICP federal staff, Headquarters (HQ) program and policy organizations.
- 3) If required, and in coordination with the CO, submit the PEMP and/or the evaluation criteria for necessary Head of Contracting Activity (HCA)¹ approval and HQ reviews.
- 4) If required, in coordination with the CO, coordinate major PEMP

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

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

3. Contracting Officer (CO)

- 1) In coordination with the TOIM, the CO is an advisor and negotiator in the development and establishment of the PEMP, including the evaluation criteria and establishment of reasonable available fee amounts.
- 2) The CO will forward the approved PEMP, including the evaluation criteria and available fee amounts, to the Contractor through a task order modification.
- 3) The CO will prepare a letter for the FDO's signature notifying the Contractor of the amount of performance fee earned by the Contractor for the evaluation period. This notification will identify specific areas of strengths and areas of improvement in the Contractor's performance.
- 4) The CO will coordinate approval of minor changes to the PEMP and obtain the HCA approval of major changes,
- 5) The CO will unilaterally modify the task order to reflect the FDO's final determination of the amount of performance fee earned by the Contractor for the evaluation period. The modification, which will reflect earned and unearned fee for the evaluation period, will be issued to the Contractor within 14 calendar days after the CO receives the FDO's decision.

4. Contracting Officer Representative(s) (COR)

- 1) The COR is responsible for providing technical direction to the Contractor in accordance with the contract clause I.216 Technical Direction DEAR 952.242.70 (DEC 2000).
- 2) The COR provides performance oversight to ensure the products and services are delivered by the Contractor in accordance with the terms and conditions of the contract, including quality.
- 3) The COR works closely with subject matter experts (SMEs) to evaluate performance against evaluation criteria and address any proposed modifications to these criteria.
- 4) The COR performs periodic reviews of the Contractor to evaluate progress towards completion of requirements for Performance Based Incentives (PBIs) and recommends final fee to the CO and FDO.
- 5) The COR supports the CO and FDO by ensuring that all technical components of the work are closely monitored and that they have the information required to effectively accomplish their duties as defined by this plan.

5. Assistant Manager(s) (AM)

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

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

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

IV. PEMP DEVELOPMENT PROCESS

While the PEMP incentives may be unilaterally developed by DOE, a teaming approach between DOE-ICP and the Contractor provides significant benefits. As envisioned by the ESCM, when incentives are developed jointly, performance expectations are better understood by the parties and tend to focus more on substantive outcomes. A teaming approach enhances communication and partnering between and among the parties, which results in greater trust, openness, alignment, and cooperation for achieving DOE's goals and objectives. This collaboration allows the Contractor to accept greater risk when requirements are developed jointly.

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

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

Approval by the TOIM, CO and the FDO will be required for any changes to the evaluation criteria and fee allocation. If the change results in an increase in the fee amount(s), EM HCA approval is required. Given the short duration of the FY22 PEMP, any changes should be made by July 15 to ensure that the Contractor has ample opportunity to accomplish the work during the performance period. 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 abandoned or modified by DOE ICP. This includes when actions fall out of the control of the Contractor and DOE cannot provide sufficient alternatives by allocating the fee to another evaluation criterion or criteria. The CO should make every effort to provide at

least 30 calendar days advance notice to the Contractor of any changes to the evaluation criteria and fee allocation. At the discretion of DOE and in consultation with the Contractor, if an evaluation criterion is cancelled or modified, any fee associated with that criterion may be allocated to another evaluation criterion or criteria. This reallocation requires approval by the EM HCA. Reallocation of fee may not violate FAR 15.401(e)(4).

The amount of fee earned by the Contractor is within the sole discretion of the FDO. The Contractor may express disagreement with the fee determination; however, the final amount of fee earned is the FDO's unilateral decision. If the Contractor does not agree with the final decision of the FDO, the Contractor may dispute the assessment under the Disputes clause of the master IDIQ contract.

V. FEE CONCEPT

Table 1. Award-Fee Pools.

Award Fee	Value
Defense Objective Award Fee	\$7,492,577
Non-Defense Objective Award Fee	NA
Naval Reactors Objective Award Fee	\$690,770
Total Objective Award Fee Available (Target 60% of total available fee)	\$8,183,347
Defense Subjective Award Fee	\$5,005,789
Non-Defense Subjective Award Fee (6% Fee)	\$122,767
Naval Reactors Subjective Award Fee	\$460,513
Subjective Award Fee Available (Target 40% of total available fee)	<u>\$5,589,069</u>
Total Award Fee Available	\$13,772,416

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

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

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

1. Objective Award Fee

Emphasis is placed on end state objective PBIs that support, but are not limited to, work scope aligned with the ICP Strategic Vision, ICP Ten-Year End State Strategic Task Order Plan (TYP), DOE-ICP priorities, DOE EM corporate metrics and priorities, the federal baseline, mission milestones, the Idaho Settlement Agreement (ISA), and operational needs. In most cases, PBIs will be evaluated based on quantifiable measurements in the form of a metric (e.g., a unit processing rate) or a milestone (e.g., completion of a task on or before a scheduled date).

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

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

The total fee available for the Objective Criteria is 60% of the Total Available Fee. The objective criteria are divided into goals shown in the table below.

Table 2. Objective Award Fee Pools

Award Fee	Weight	Value
Defense		
Total Objective Fee		\$7,492,577
IWTU Operations and Tank Farm Closure	30%	\$2,247,773
Site Management and Operations	70%	\$5,244,804
Non-Defense		
Total Objective Fee		NA
Non-Defense	NA	NA
Naval Reactors		
Total Objective Fee		
Naval Reactors	100%	\$690,770
Total Objective Fee Available		\$8,183,347

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

2. Subjective Award Fee

The Contractor is required to accomplish and manage the balance of the Performance Work Statement (PWS) that is not incentivized by objective award fee and progress toward End

States outlined in the TYP. Much of this work, including support and/or deliverables, does not lend itself to be objectively measured. Therefore, these efforts are measured subjectively by the criterion defined in this PEMP and are further evaluated by the FDO who may use discretionary factors in determining the amount of subjective award fee earned.

In accordance with contract clause B.13 Performance Management Incentive (PMI), traditional subjective criteria must be evaluated separately and exclusive from any PEMP and any PMI fee earning, or reduction cannot duplicate any other fee action. The PMI clause, unique to DOE-ICP, reflects subjective criteria that allows the CO flexibility among all active task orders, particularly non-CPAF task orders. A separate evaluation process is in place to monitor performance under B.13 with final evaluations being consistent with any CPAR evaluations. As stated in contract clause B.13, PMI is *“a contract-wide incentive measured individually among all active Task Orders (excluding Transition). The PMI is exclusive of any Performance Evaluation Measurement Plan. For any active Task Order, available PMI fee may be reduced unilaterally by the CO based on the degree of non-achievement.”* The subjective criteria covered by B.13 includes the following: 1) safety and operational performance, 2) meeting regulatory or court-ordered milestones, 3) quality assurance performance, 4) maintenance of facilities and infrastructure, 5) management of Contractor’s team (including teaming subcontractors), 6) administering sound business systems in a complex IDIQ task order environment, and 7) IDIQ management (including timely, good-faith and fair dealings in conducting negotiations, including equitable risk sharing for all parties).

Subjective criteria for this PEMP have been established in the following areas: Schedule/Cost Control; ICP End State Program Support (Defense); Naval Reactors; and Non-Defense. These subjective criteria may be adjusted during the mid-term review of the PEMP. In addition, these criteria are not meant to be all-inclusive in the evaluation of the subjective portion of the PEMP. DOE-ICP may consider other related performance information and data when evaluating the Contractor’s performance for the subjective portion of the fee. The fee amount associated with the subjective component of the criteria will not exceed 40% of the available fee during the evaluation period.

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

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

The total fee available for the Subjective Criteria is 40% of the Total Available Fee. The objective criteria are divided into goals shown in the table below.

Award Fee	Weight % of available subjective fee	Value
Defense		
Total Defense Subjective Fee		\$5,005,789
IPS Goal 1: Cost and Schedule Defense	20%	\$1,001,158
IPS Goal 4 (a-e): ICP End State Program Support	80%	\$4,004,631
Non-Defense		
Total Non-Defense Subjective Fee (6% Fee)		\$122,767
IPS Goal 3: Cost and Schedule Non-Defense	50%	\$61,383
IPS Goal 6: Non-Defense	50%	\$61,384
Naval Reactors		
Total Naval Reactors Subjective Fee		\$460,513
IPS Goal 2: Cost and Schedule Naval Reactors	50%	\$230,257
IPS Goal 5: Naval Reactors	50%	\$230,256

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

VI. ALLOCATION OF FEE

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

In accordance with FAR 16.401(e)(4), fee which is not earned due to nonperformance of the performance incentive requirements set forth in the PEMP shall not be returned to the fee pool but shall be forfeited. Fee not awarded under the subjective criteria portion of this plan shall not be carried over to additional performance periods and will be forfeited.

At the discretion of DOE-ICP, if an evaluation criterion is cancelled or modified, any unearned fee may be allocated to another evaluation criterion or criteria. This reallocation requires approval by the EM HCA.

VII. PERFORMANCE MONITORING, EVALUATION AND FEE DETERMINATION

1. Monitoring Performance

DOE-ID will monitor Contractor performance against the established subjective and objective evaluation criteria throughout the performance period and the terms of the

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

2. Contractor Self Assessments

The Contractor may elect to perform a mid-term and final self-assessment of subjective criteria during the performance period. The contractor may submit an electronic copy of its mid-term self-assessment report to the CO by July 31, 2022, and a final self-assessment within 10 calendar days after the end of the performance evaluation period.

The Contractor self-assessments shall be self-critical and must address both the strengths and weaknesses, as well as opportunities for improvement, of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies to avoid recurrence.

3. Monthly Performance Based Incentive Submittal

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

4. Fee Determination

A consolidated report of DOE-ICP evaluations and the Contractor's completed, subjective mid-term and final assessments, if any, will be prepared by the TOIM in coordination with the CO and with assistance and input from the AMs. The final report will be submitted to the FDO for determination of the final fee for the period. This consolidated report will include both an evaluation of the subjective criteria and an evaluation of the PBIs (including those completed earlier during the performance period).

a. Objective Award Fee Determination:

For any PBI that is not met during the performance period, the FDO, with input from AMs, CO and TOIM, will determine if any partial PBI fee is warranted. This determination is purely discretionary and is based solely on the judgment of the FDO. There is no minimum or partial PBI fee that must be granted based on the FDO's review. The review is qualitative, not quantitative, and the Contractor will not necessarily be granted any fee for its percentage complete of PBI metrics/milestones if those metrics/milestones are in fact not 100% completed by the metric/milestone dates (completion of any metric/milestone will be determined by the DOE in accordance with the contract). It is within the FDO's discretion to grant zero fee for incomplete metrics/milestones.

b. Subjective Award Fee Determination

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

Each subjective criterion Schedule/Cost Control and ICP End States Program Support 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.

5. Circumstances Outside of the Contractor's Control

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

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

The requirements contained in section B.9 apply to both objective and subjective criteria. However, the Contractor may request partial payment of fee for missed PBIs due to circumstances outside of those described in B.9 above. DOE-ICP will conduct an assessment to confirm or refute the claim by the Contractor and submit the assessment, along with the Contractor's request, to the FDO for a determination of fee eligible/non-eligible for payment.

6. Minimal Performance Expectations

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

VIII. (OBJECTIVE) BASED PERFORMANCE BASED INCENTIVES

Objective Award Fee Pools

Award Fee	Weight	Value
Defense		
Total Objective Fee		\$7,492,577
IWTU Operations and Tank Farm Closure	30%	\$2,247,773
Site Management and Operations	70%	\$5,244,804
Non-Defense		
Total Objective Fee		NA
Non-Defense	NA	NA
Naval Reactors		
Total Objective Fee		\$690,770
Naval Reactors	100%	\$690,770
Total Objective Fee Available		\$8,183,347

1. Approved PBIs

Goal/End State Area	PBI Outcome Statement	Completion Date	Available Fee	% Of Fee
IWTU Operation and Tank Farm Closure (30%)				
1.0.01a – IWTU	Confirmatory run test objectives complete	9/30/2022	\$1,123,888	50%
1.0.01b – IWTU	Readiness Assessment (RA) Complete and issues resolved.	9/30/2022	\$1,123,888	50%
Site Management and Operations (70%)				
2.0.01a – ICDF	Deliver final forecast waste plan for ICDF.	7/31/2022	\$262,240	5%
2.0.01b - ICDF	Perform confirmation of the ICDF conceptual design to support delivery of the capital asset project.	9/30/2022	\$262,240	5%

Goal/End State Area	PBI Outcome Statement	Completion Date	Available Fee	% Of Fee
2.0.02 – Cyber Security	Meet the requirements and conditions outlined in the established Conditional ATO and submit Certification and Accreditation (C&A) Packet(s) to DOE ICP	7/1/2022	\$524,480	10%
2.1.01 - Legacy Waste	Complete treatment of RF-762/S3000 waste (STP) SRP	9/30/2022	\$655,600	12.5%
2.1.02 - Closure preparations	Complete asphalt removal of WMF-636 Pad 1 and RCE	9/30/2022	\$393,360	7.5%
2.1.03 - Closure Preparations	Complete certification of 968 m ³	9/30/2022	\$786,721	15%
2.1.04 - Closure Prep (ALLWDF)	Complete activities associated with ALLWDF interim closure	9/30/2022	\$104,896	2%
2.1.05 - Closure prep	Complete risk assessment of placing T-12 pit soils under SDA cap	9/30/2022	\$104,896	2%
2.1.06a - SDA Cap	Deliver a comprehensive RWMC closure road map	9/30/2022	\$104,896	2%
2.1.06b - SDA Cap	Finalize a comprehensive Waste Storage Strategy (including storage locations of Legacy, New Gen and Difficult waste streams) at RWMC	9/30/2022	\$104,896	2%
2.1.06c - SDA Cap	Update SDA design to incorporate footprint re-alignment to remove AMWTP structure supporting Capital Asset project	9/30/2022	\$104,896	2%
2.1.07 - Waste Storage	Declare ARP-4 Demo Ready	9/30/2022	\$524,480	10%
2.2.01 – Fuel Transfers	Complete 43 EBR II. Preference is for the following transfers, but specific transfers may vary to reach total of 43. - 6 FCF transfers - 37 RSWF Transfers	9/30/2022	\$524,480	10%
2.2.02 – Fuel Transfers	Complete remainder of planned FY22 (6 total) Peach Bottom transfers from Gen I to Gen II Vaults	9/30/2022	\$524,480	10%

Goal/End State Area	PBI Outcome Statement	Completion Date	Available Fee	% Of Fee
2.3.01 – Calcine Demonstration	Prepare draft of CSSF 1 Phase 1 modification design package and associated engineering documentation	9/30/2022	\$262,240	5%
Naval Reactors (100%)				
3.0.01a	Make NRF-608 Demo Ready	9/30/2022	\$328,116	47.5%
3.0.01b	Make NRF-625 Demo Ready	9/30/2022	\$328,116	47.5%
3.0.02 - S1W D&D prep	Complete DRAFT EE/CA for S1W.	9/30/2022	\$34,538	5%

PBI MILESTONE TABLES

GOAL 1: IWTU AND TANK CLOSURE END STATE PBIs

1.0.01 IWTU Operations

**ICP
MULTI-YEAR PERFORMANCE MEASURE
PBI MILESTONE
1.0.01**

TITLE: IWTU/Tank Farm End States

Incentive Fee Amount: \$ 2,247,773 (Minor errors due to rounding. Dollar values below match 1. Approved PBI table above.)

Fee Structure: Activity Completion.

Desired Endpoint/Outcome:

Initiate Integrated Waste Treatment Unit (IWTU) Radiological Operations.

- a. Complete confirmatory run test objectives
- b. Facility readiness verified and issues resolved

Fee Bearing Milestone: The Contractor shall earn \$1,123,888 of fee upon the completion of 1.0.01a. The Contractor shall earn \$1,123,888 of fee upon completion of item 1.0.01b.

Work Scope/Completion Criteria:

- a. All Confirmatory Run objectives are complete as evidenced by test run reports and TI-102 Part 6 (1.0.01a).
- b. DOE Radiological Readiness Assessment (RA) completed satisfactorily, and issues resolved. All pre-start findings have been closed and the list of manageable items has been approved by DOE (1.01.1b).

Target Completion Date:

- a. 9/30/22
- b. 9/30/22

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

Verification will include walkdown of facility and systems by the FDO designee. Additionally, all work orders, test instructions, RA reports will be reviewed to confirm completion of the criteria.

GOAL 2: SITE MANAGEMENT AND OPERATIONS PBIs
Support Activities

2.0.01

ICP
PERFORMANCE MEASURE
PBI PWS/ACTIVITY COMPLETION MILESTONE
2.0.01

TITLE: Site Management – Idaho CERCLA Disposal Facility (ICDF) additional capacity

Incentive Fee Amount: \$ 524,480

Fee Structure: Activity Completion.

Desired Endpoint/Outcome: Support construction of additional ICDF cell.

Fee Bearing Milestone: The Contractor shall earn \$262,240 of fee upon completion of 02.1.01a. The Contractor shall earn \$262,240 of fee upon completion of 02.1.01b.

Work Scope/Completion Criteria:

- a. Deliver final forecast waste plan for ICDF (02.1.01a).
- b. Perform confirmation of the ICDF conceptual design to support delivery of the Idaho CERCLA Disposal Facility Expansion capital asset (02.1.01b).

Target Completion Date:

- a. 7/31/2022
- b. 9/30/2022

Completion Document/DOE Verification:

- a. Submittal of the final detailed waste plan for ICDF delineating the waste forms, types, and quantities to be disposed of in the Landfill Cells 1, 2 and 3 from current date through 2050. Also, the plan must discuss how and when the various landfill cells will reach capacity.
- b. Submittal of the ICDF Expansion Project gap analysis, updated conceptual design and updated cost estimate.

2.0.02

**ICP
PERFORMANCE MEASURE
PBI PWS/ACTIVITY COMPLETION MILESTONE
2.0.02**

TITLE: Site Management – Cyber Security Requirements
Incentive Fee Amount: \$ 524,480

Fee Structure: Activity Completion.

Desired Endpoint/Outcome: Support compliance with Conditional Authority to Operate (ATO).

Fee Bearing Milestone: The Contractor shall earn \$524,480 of fee upon meeting the requirements and conditions outlined in the established ATO.

Work Scope/Completion Criteria:

Meet the requirements and conditions outlined in the established Conditional ATO Letter sent to IEC on January 6, 2022 (CLN220393) and submit Certification and Accreditation (C&A) Packet(s) to DOE ICP.

Target Completion Date:

7/1/2022

Completion Document/DOE Verification:

Submittal of C&A packets demonstrating compliance with the Conditional ATO.

RWMC Closure

2.1.01

**RWMC
PERFORMANCE MEASURE
PBI PWS/ACTIVITY COMPLETION MILESTONE
2.1.01**

TITLE: RWMC End States – Legacy Waste.

Incentive Fee Amount: \$ 655,600

Fee Structure: Activity Completion

Desired Endpoint/Outcome: Complete treatment of RF-762/S3000 waste by September 30, 2022.

Fee Bearing Milestone: The Contractor shall earn \$655,600 of fee upon completion of RF-62/S3000 waste treatment.

Work Scope/Completion Criteria:

- 1) Complete treatment of RF-62/S3000 waste as defined in Site Treatment Plan in accordance with applicable IEC procedures.

Target Completion Date: 9/30/2022

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

A listing of all RF-762/S3000 containers that required treatment (note this list is currently about 97 containers, but the entire list starting on October 1, 2021, will be used).

The completion will be evaluated by comparing the listing of RF-762/S3000 containers against the information in the Waste Tracking System (WTS). The comparison/evaluation of the WTS data will consider waste movement, container IDCs changes, and other information to demonstrate that the individual waste containers have undergone treatment.

2.1.02

**RWMC
PERFORMANCE MEASURE
PBI PWS/ACTIVITY COMPLETION MILESTONE
2.1.02**

TITLE: RWMC End States – Closure Preparations.

Incentive Fee Amount: \$ 393,360

Fee Structure: Activity Completion

Desired Endpoint/Outcome: TSA-RE RCRA Closure.

Fee Bearing Milestone: The Contractor shall earn \$393,360 of fee upon completion of asphalt removal of Waste Management Facility (WMF)-636 Pad 1 and Retrieval Containment Enclosure (RCE) by September 30, 2022.

Work Scope/Completion Criteria: Asphalt removed from WMF-636 Pad 1 and RCE in accordance with Advanced Mixed Waste Treatment Project (AMWTP) Hazard Waste Management Act (HWMA)/Resource Conservation and Recovery Act (RCRA) Transuranic Storage Area (TSA) Interim Status Document, Section 1 Closure Requirements (Revised: March 12, 2020).

Target Completion Date: 9/30/2022

Completion Document/DOE Verification: Closure package documenting completion in accordance with applicable closure requirements (referenced above).

The completion will be evaluated by conducting a physical walkdowns of the Pad 1 and RCE areas. The RCE is expected to be in a non-airborne contamination state to allow for the walk downs. If the RCE is still an airborne contamination area, other methods (e.g., RCE camera network) may end up being used for the walk down.

2.1.03

**RWMC
PERFORMANCE MEASURE
PBI PWS/ACTIVITY COMPLETION MILESTONE
2.1.03**

TITLE: RWMC End States – Closure Preparations.

Incentive Fee Amount: \$ 786,721

Fee Structure: Activity Completion

Desired Endpoint/Outcome: Preparations for closure of RWMC.

Fee Bearing Milestone:

1. Base Fee: The Contractor shall earn \$786,721 of fee upon completing certification of the remaining balance of 968 m³ of Contact Handled (CH) Transuranic (TRU) waste as of May 1, 2022, by September 30, 2022, to meet Site Treatment Plan (STP) requirements.

Work Scope/Completion Criteria:

1. Certify 968 m³ of CH-TRU waste per the STP and in accordance with Waste Isolation Pilot Plant (WIPP) Waste Acceptance Criteria (WAC), Revision 10 or most current revision.

Target Completion Date: 9/30/2022

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

The completion will be evaluated by conducting an evaluation of the waste containers certified. The evaluation will consider the information in the WIPP Data System (WDS). Only containers certified between May 1, 2022, and September 30, 2022, will be considered. The container history will also be used to ensure that previously certified and pre-sub cert container already credited under the STP are not counted again. The information for the containers in WDS must show the status as being "Approved Cert". Also, information from the BN510 Lots 12 and 13 BoK documents will be used in the evaluation.,

2.1.04

**RWMC
PERFORMANCE MEASURE
PBI PWS/ACTIVITY COMPLETION MILESTONE
2.1.04**

TITLE: RWMC End States – Closure Preparations for Active Low-Level Waste Disposal Facility (ALLWDF).

Incentive Fee Amount: \$ 104,896

Fee Structure: Activity Completion

Desired Endpoint/Outcome: Complete activities to interim close ALLWDF.

Fee Bearing Milestone: The Contractor shall earn \$104,896 of fee upon completing interim closure activities for ALLWDF by September 30, 2022.

Work Scope/Completion Criteria: Complete closure plan RPT-576, Revision 4 closure activities for ALLWDF, activities include:

1. Place operations layer (minimum of 3 ft soil) over RH-LLW vault area and grade area
2. Close two open soil vaults in Soil Vault Row 21(SVR-21)
3. Complete retrieval of 144 corrosion study coupons from berm in preparation for cap construction

Target Completion Date: 9/30/2022

Completion Document/DOE Verification: Closure package documenting interim closure activities completion. Facility walkdown by FDO designee. Closure reports for two open soil vaults. Retrieval report of corrosion study coupons.

2.1.05

**RWMC
PERFORMANCE MEASURE
PBI PWS/ACTIVITY COMPLETION MILESTONE
2.1.05**

TITLE: RWMC End States – Closure Preparations

Incentive Fee Amount: \$ 104,896

Fee Structure: Activity Completion

Desired Endpoint/Outcome: Support Sub-Surface Disposal Area (SDA) Closure.

Fee Bearing Milestone: The Contractor shall earn \$104,896 of fee upon completing an evaluation of placing T-12 soils under the SDA cap by September 30, 2022.

Work Scope/Completion Criteria: Per the June 29, 2021, letter from Fluor Idaho to EPA and DEQ (CCN 327091):

1. Using the current upper limit values for radionuclides (in Tables 2 and 3 of CCN 327091) combined with existing data/information determine if T-12 soils can be placed under the SDA cap.
2. Complete a draft evaluation to verify that the conclusions of OU 7-13/14 ROD remain valid with the addition of the T-12 soils.

Target Completion Date: 9/30/2022

Completion Document/DOE Verification: Submittal of draft evaluation to DOE-ID. Draft evaluation should incorporate all IEC reviews and comment resolutions and, in a state, only awaiting DOE-ID approval to finalize.

2.1.06

**RWMC
PERFORMANCE MEASURE
PBI MILESTONE
2.1.06**

TITLE: RWMC End States

Incentive Fee Amount: \$ 314,688

Fee Structure: Activity Completion.

Desired Endpoint/Outcome: RWMC Closure Road Map.

- a. Deliver a comprehensive RWMC closure road map.
- b. Finalize a comprehensive Waste Storage Strategy (including storage locations of Legacy, New Gen, and Difficult waste streams) at RWMC.
- c. Update SDA design to incorporate footprint re-alignment to remove AMWTP structure supporting SDA Cap construction capital asset project.

Fee Bearing Milestone:

- a. The Contractor shall earn \$104,896 of fee upon the completion of the comprehensive RWMC closure road map (02.1.07a).
- b. The Contractor shall earn \$104,896 of fee upon finalizing a comprehensive Waste Storage Strategy (02.1.07b).
- c. The Contractor shall earn \$104,896 of fee upon updating the SDA design (02.1.07c).

Work Scope/Completion Criteria:

- a. Submit to DOE ID a comprehensive RWMC closure roadmap that includes:
 - Schedule and sequencing of all activities to have the SDA to Cap construction ready state
 - Anticipated sequencing and schedule for closure of all facilities at RWMC)
 - A detailed strategy for waste storage at RWMC
 - Regulatory milestones associated with the scheduled activities clearly identified
 - Identification of key risks and opportunities to achieving closure.
- b. Submit to DOE-ID a comprehensive Waste Storage Strategy including storage locations of Legacy, New Gen and Difficult waste streams at RWMC.
- c. Submit to DOE-ID updated SDA design that incorporates footprint re-alignment to remove AMWTP structure supporting Capital Asset project. Updated design will address leaving WMF-636 in place. Diversion ditch maybe addressed outside this design.”

Target Completion Date: 9/30/2022

Completion Document/DOE Verification: Closure package shall include submittal of the items as described in the Work scope/completion criteria.

The waste storage plan will be part of the closure package and describe the movement of waste containers over time through the various storage facilities and include scenarios based on different shipping rates to WIPP.

2.1.06

**RWMC
PERFORMANCE MEASURE
PBI PWS/ACTIVITY COMPLETION MILESTONE
2.1.06**

TITLE: RWMC End States – D&D Prep

Incentive Fee Amount: \$524,480

Fee Structure: Activity Completion

Desired Endpoint/Outcome: Prepare Accelerated Retrieval Project (ARP) IV facilities for demolition.

Fee Bearing Milestone:

Base Fee: The Contractor shall earn \$524,480 of fee upon declaring ARP IV ready for demolition by September 30, 2022.

Work Scope/Completion Criteria:

Base Fee: Ensure ARP-4 is Demolition Ready and Radiological Control Authority has formally approved initiation of demolition.

Target Completion Date: 9/30/2022

Completion Document/DOE Verification: Closure package documenting the completion of demo ready activities and Radiological Control Authority's approval for the initiation of demolition and Facility Walkdown by FDO Designee. If entry into certain areas is not possible due to radiological conditions cameras or pictures of status may be used to verify facility status.

Spent Nuclear Fuel

2.2.01

**SNF
PERFORMANCE MEASURE
PBI PWS/ACTIVITY COMPLETION MILESTONE
2.2.01**

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

Incentive Fee Amount: \$524,480

Fee Structure: Activity Completion

Desired Endpoint/Outcome: Make 43 Experimental Breeder Reactor (EBR) II transfers.

Fee Bearing Milestone: The Contractor shall earn \$524,480 of fee upon completing 43 EBR II transfers by September 30, 2022.

Work Scope/Completion Criteria:

Preference is for the following transfers, but specific transfers may vary to reach a total of 43.

- Complete 6 transfers from CPP-666 to Fuel Conditioning Facility (FCF).
- Complete 37 transfers from CPP-666 to Radioactive Scrap and Waste Facility (RSWF).

Transfers are considered complete when EBR Fuels have been discharged from the cask and liner lid has been welded shut at RSWF or fuel has been discharged to the FCF hot cell.

Target Completion Date: 9/30/2022

Completion Document/DOE Verification: Closure package documenting the completion of 43 SNF transfers. DOE verification shall include, a facility walkdown by the FDO Designee and review of documentation that confirms all transfers have been accepted by BEA at FCF or RSWF (i.e., TPR-8004, TPR-8005). Documentation may include, but is not limited to, photos, completed procedures, transfer acceptance documents, shipping documents, etc.

2.2.02

**SNF
PERFORMANCE MEASURE
PBI PWS/ACTIVITY COMPLETION MILESTONE
2.2.02**

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

Incentive Fee Amount: \$524,480

Fee Structure: Activity Completion

Desired Endpoint/Outcome: Complete the remainder of planned Peach Bottom transfers from Gen 1 to Gen 2 vaults.

Fee Bearing Milestone: The Contractor shall earn \$524,480 of fee upon completing the remainder of FY22 Peach Bottom transfers (up to 6 under IEC) by September 30, 2022.

Work Scope/Completion Criteria:

Complete the remainder of the FY22 (6 planned) Peach Bottom transfers from Gen I to Gen II Vaults under IEC.

Target Completion Date: 9/30/2022

Completion Document/DOE Verification: Closure package documenting the completion of SNF transfers. DOE verification shall include a review of applicable procedure(s) (i.e., TPR- 7022 and TPR-7023) completed for each of the vault moves and a facility walk down by an FDO Designee.

Calcine

2.3.01

**CALCINE
PERFORMANCE MEASURE
PBI PWS/ACTIVITY COMPLETION MILESTONE
2.3.01**

TITLE: Calcine End States – Calcine Demonstration

Incentive Fee Amount: \$ 262,240

Fee Structure: Activity Completion

Desired Endpoint/Outcome: Draft Calcined Solids Storage Facility (CSSF) modification design.

Fee Bearing Milestone: The Contractor shall earn \$262,240 of fee upon preparing draft CSSF 1, Phase 1 modification design package by September 30, 2022.

Work Scope/Completion Criteria:

Prepare draft of CSSF 1 Phase 1 modification design package and associated engineering documentation.

Target Completion Date: 9/30/2022

Completion Document/DOE Verification: Closure package documenting the completion of draft CSSF 1, Phase 1 modification design package and associated engineering documentation.

Goal 3: Naval Reactors

3.0.01

**NAVY
PERFORMANCE MEASURE
PBI PWS/ACTIVITY COMPLETION MILESTONE
3.0.01**

TITLE: Navy – Submarine Thermal Reactor S1W Decommissioning & Demolition (D&D) Preparations
Incentive Fee Amount: \$ 656,232

Fee Structure: Activity Completion.

Desired Endpoint/Outcome: Prepare S1W for D&D

Fee Bearing Milestone:

The Contractor shall earn \$328,116 of fee upon completion of 03.0.01a. The Contractor shall earn \$328,116 of fee upon completion of 02.4.01b.

Work Scope/Completion Criteria:

- a. Make Naval Reactors Facility (NRF)-608 ready for demolition by September 30, 2022 (03.0.01a).
- b. Make Naval Reactors Facility (NRF)-625 ready for demolition by September 30, 2022 (03.0.01b).

Target Completion Date:

- a. 9/30/2022
- b. 9/30/2022

Completion Document/DOE Verification:

- a. Closure package documenting NRF-608 Demolition Ready and Radiological Control Authority has formally approved initiation of demolition. DOE verification will include a facility walkdown to confirm status of documents submitted in the closure package.
- b. Closure package documenting NRF-625 Demolition Ready and Radiological Control Authority has formally approved initiation of demolition. DOE verification will include a facility walkdown to confirm status of documents submitted in the closure package.

3.0.02

**NAVY
PERFORMANCE MEASURE
PBI PWS/ACTIVITY COMPLETION MILESTONE
3.0.02**

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

Incentive Fee Amount: \$ 34,538

Fee Structure: Activity Completion.

Desired Endpoint/Outcome: Complete DRAFT EE/CA for S1W

Fee Bearing Milestone:

The Contractor shall earn \$34,538 of fee upon completion of draft Engineering Evaluation/Cost Analysis (EE/CA) for S1W by September 30,2022.

Work Scope/Completion Criteria:

Complete draft EE/CA for S1W by September 30, 2022.

Target Completion Date:

9/30/2022

Completion Document/DOE Verification:

Submittal of draft EE/CA for S1W to DOE-ID.

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

Subjective Award Fee Pool		
Award Fee	Weight % of available subjective fee	Value
Defense		
Total Defense Subjective Fee		\$5,005,789
IPS Goal 1: Cost and Schedule Defense	20%	\$1,001,158
IPS Goal 4 (a-e): ICP End State Program Support	80%	\$4,004,631
Non-Defense		
Total Non-Defense Subjective Fee		\$122,767
IPS Goal 3: Cost and Schedule Non-Defense	50%	\$61,383
IPS Goal 6: Non-Defense	50%	\$61,384
Naval Reactors		
Total Naval Reactors Subjective Fee		\$460,513
IPS Goal 2: Cost and Schedule Naval Reactors	50%	\$230,257
IPS Goal 5: Naval Reactors	50%	\$230,256

ICP Program Support Goals	Title	Award Fee Available	Evaluation Criteria
IPS-1 - 3	Cost and Schedule	See Table IPS 1: Defense IPS 2: Non-Defense IPS 3: Naval Reactors	<ul style="list-style-type: none"> • The primary objective of the Cost and Schedule Incentive is to encourage the Contractor to achieve a final actual cost that is less than or equal to the Total Price of the Task Order, while achieving schedules (Site Treatment plan reports, IDEQ notifications, DOE notifications, building closures, etc.) that meet or exceed timelines. In so doing, fully achieve all scope requirements without causing detriment to other areas and avoid mission disruptions or schedule delays. The Contractor’s cost and schedule performance will be evaluated in the following areas including but not limited to: <ul style="list-style-type: none"> ○ Performance in managing schedules across all ICP programs. ○ Effective planning to control costs within the availability of funding, including alignment with the FYWP and ownership of risk. ○ The timeliness of submittals to DOE. Including Notifications of Contract Changed Conditions; project documents such as Baseline Change Proposals and Program Change Requests, as described in the ICP contract to provide sufficient time for review, comment resolution, and revision in advance of document due dates or impacts to work. Submitted documents shall be of sufficient quality to not require significant re-work by DOE. 100% of deliverables must be provided on time to achieve at least a satisfactory rating. ○ Long range planning to control costs in alignment with the FYWP 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 cost, including identification and notification to DOE of cost estimates exceeding available funding and implementing timely corrective actions.

			<ul style="list-style-type: none"> ○ The performance of tasks in the most cost-effective manner consistent with approved baseline and effectiveness of program/project cost reporting and systems. ○ The proper use of Management Reserve (MR) (realizing risk – both positive and negative).
IPS-4	ICP End State Program Support	See table	<p>The primary objective of the ICP End State Program Support Incentive is to encourage the Contractor to continue to advance all ICP projects toward End States. The areas identified in this subjective criterion do not currently lend themselves to objective criteria but are essential to continuing progress toward reaching their desired End States. The Contractor’s ICP End State Program Support performance will be evaluated in the following areas including, but not limited to:</p> <p>Note: Only one overall adjectival rating will be given under this subjective area. While sub areas will be individually evaluated, these ratings will be used by the FDO in determining the overall adjectival rating.</p>
IPS-4a	Program Support Activities		<ul style="list-style-type: none"> ● Begin development of SmartSheet application for DOE-ICP and ICP monitoring performance with dashboard capability ● Design and remodel of SSF to perform secure work in support ICP programs ● Progress on climate vulnerability assessment and resilience plan (VARP) that is due September 30, 2022 ● Support of ICDF capital asset project ● critical decision support documents including: <ul style="list-style-type: none"> ○ Risk Management Plan ○ Integrated Safety Management Plan ○ Quality Assurance Program for Construction ○ Hazard Analysis Report (for facilities below Hazard Category 3) ○ Project Management Plan ○ Construction Project Safety and Health

IPS-4b	RWMC/Waste Programs		<ul style="list-style-type: none"> • Effectively utilize AMWTF capabilities to continue to process waste • Ensuring Waste movements (within RWMC) are managed to reduce unnecessary movements by utilizing Type-II facilities when available to allow for progress toward facility closure and D&D of other storage facilities. • Maintain effective RH-TRU program to process waste • Interface with other sites (CPP, WIPP, Clive, WCS, etc) to foster beneficial partnerships and create innovative ways to accelerate end states • Progress towards receipt and treatment of Nevada Spheres
IPS-4c	IWTU		<ul style="list-style-type: none"> • The Nitrogen Generating system contract has been awarded, system is on-site, tested, and ready for connection to the system (provided USQ resolvable) • Progress on PSB expansion, vault construction, pad expansion and new vault builds • Effective management of supply chain (coal, coke, N2, O2, alumina, bauxite, etc) and spares inventory • Progress on SBW treatment and tank farm closure plan
IPS-4d	SNF		<ul style="list-style-type: none"> • Support of capital asset projects <ul style="list-style-type: none"> ○ SNF Staging ○ SNF Packaging • Continue progress on the SNF road ready project
IPS-4e	Calcine		<ul style="list-style-type: none"> • Capital asset project support • Continue Calcine Demonstration and technology development • Support CSSF PA/CA and provide CSSF 3116 Basis Document to NRC
IPS-5	Non-Defense Activities	See table	<ul style="list-style-type: none"> • Support of the DOE contractor on the completion of the Fort St. Vrain administrative building and acceptance of building when complete.

			<ul style="list-style-type: none"> Partner with and support the FSV Physical Security small business contractor in accordance with established interface agreements and contract requirements.
IPS-6	Naval Reactors	See table	<ul style="list-style-type: none"> Progress on CRD upgrades to SSF Capital asset project support Continue to partner with Naval Reactors on planning for future work scope including but not limited to the Core Car project.

Attachment J-12
Task Order Tracking Matrix

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