

**PART I – THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COSTS**

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**B.1 TYPE OF CONTRACT - ITEMS BEING ACQUIRED**

- (a) This is a performance based contract that includes Cost-Plus-Incentive-Fee (CPIF) Contract Line Item Numbers (CLINs) with hybrid fee structures for both CPIF and milestone fees; and Cost-Plus-Fixed-Fee (CPFF) CLIN. The Contractor shall be responsible for planning, managing, integrating, and executing the work as described in Section C, Performance Work Statement (PWS). The Contractor shall furnish all personnel, facilities, equipment, supplies, and services (except as furnished by DOE) and otherwise do all the things necessary for performing in a safe, efficient, and effective manner.
- (b) This contract contains the following CLINs:

CLIN	CLIN Title	PWS Section(s)
<b>CLIN 00001 BASE WORK:</b>		
00001	TARGET ICP-CORE DOE MISSION WORK (CPIF)	C.3.1-.2; C.4.1; C.4.2; C.4.3.01-.05; C.5.1; C.5.2; C.5.3.01-.06; C.5.5.01-.02; C.5.8; C.6.2; C.6.3; C.6.4; C.7.1; C.7.2; and C.8.0 (overhead)
<b>CLIN 00001 OPTION WORK:</b>		
00001a	ADDITIONAL GROUNDWATER MONITORING WELLS – CFA LANDFILL	C.4.3.06
00001b	ADDITIONAL GROUNDWATER MONITORING WELLS – TAN GROUNDWATER REMEDIATION	C.4.3.07
00001c	LEGACY EXCESS RADIOACTIVE/HAZARDOUS MATERIALS DISPOSAL	C.5.5.03
00001d	RCRA CLOSURE OF AMWTP FACILITIES <i>(Definitized by Modification 207)</i>	C.5.6
00001e	ADDITIONAL TEMPORARY CH-TRU STORAGE	C.5.7
00001f	RH-TRU LOT 11 OPTION WORK <i>(Definitized by Modification 050)</i>	C.5.3.07
00001g	RH TRU Lot 12 OPTION WORK	C.5.3.08
00001h	RH TRU Lot 11 FY 2020 OPTION WORK	C.5.3.07
00001i	RH TRU Lot 11 FY 2021 OPTION WORK <i>(Definitized by Modification 220)</i>	C.5.3.09
<b>CLIN 00002 – 00005 BASE WORK:</b>		
00002	TARGET ICP-CORE NAVAL NUCLEAR PROPULSION PROGRAM (NNPP) PIECES, PARTS, FINES (PPF) (CPIF)	C.5.4
00003	NON-TARGET ICP-CORE WORK (CPFF)	C.7.3
00004	TRANSITION PERIOD	C.2.0
00005	DEFINED BENEFIT PENSION PLAN COSTS	C.8.6
<b>CLIN 00006 OPTION WORK:</b>		
00006	INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER	C.6.1

(c) CLIN Descriptions, Base Work:

**CLIN 00001 – TARGET ICP-CORE DOE MISSION WORK SCOPE (BASE):**

This will be a CPIF CLIN that includes a hybrid fee structure for both CPIF and milestone fee driven by regulatory and court ordered requirements. This CLIN may include future, incremental work scope.

**CLIN 00002 – TARGET ICP-CORE NNPP PPF WORK SCOPE:** This will be a CPIF CLIN that includes a hybrid fee structure for both CPIF and milestone fee. This CLIN will be entirely funded by NNPP for the work scope identified in the PWS section C.5.4.

**CLIN 00003 – NON-TARGET ICP-CORE WORK SCOPE:** This will be a CPFF CLIN. This CLIN will include scope identified in the PWS section C.7.3 and may include future, incremental work scope in accordance with section B.15.

**CLIN 00004 – CONTRACT TRANSITION PERIOD:** See Section C, PWS C.2.0. The Contract Transition Period is anticipated to be a period beginning with issuance of the Notice to Proceed (NTP). The Transition Period is estimated to be 90 days. There is no fee for the Contract Transition Period.

**CLIN 00005 – DEFINED BENEFIT PENSION PLAN COSTS:** Defined Benefit Pension Plan estimated costs are not included in CLINs 00001, 00002, 00003 or 00004; and are reimbursed on the basis of actual costs billed to the contractor, applied fee is not applicable. CLIN 00005 is for illustration purposes only. Pension will not be billed separately, but will be allocated appropriately throughout the CLINs.

(d) CLIN 00001 Priced Option Work Descriptions:

The following priced options will become part of the CLIN 00001 target cost and fee, and the Contract Performance Ceiling (Refer to B.8(c)), if exercised. If/when these priced options are exercised under CLIN 00001, the allocation of fee dollar values will be determined at that time. Overhead costs for the priced options are already included in CLIN 00001 and in the contract price ceiling.

**CLIN 00001a – ADDITIONAL GROUNDWATER MONITORING WELLS – CFA LANDFILL:** See Section C, PWS C.4.3.06. The Contractor shall abandon three existing monitoring wells and install three new monitoring wells for the CFA Landfill monitoring.

**CLIN 00001b – ADDITIONAL GROUNDWATER MONITORING WELLS – TAN GROUNDWATER REMEDIATION:** See Section C, PWS C.4.3.07. The Contractor shall also install three new monitoring wells for the TAN Groundwater Remediation.

**CLIN 00001c – LEGACY EXCESS RADIOACTIVE/HAZARDOUS MATERIALS:** See Section C, PWS C.5.5.03. The Contractor shall process and dispose of all Legacy Excess Radioactive/Hazardous Materials (excluding depleted uranium pucks) and the entire Sodium Component Maintenance Shop (SCMS) Backlog. For the

depleted uranium pucks generated by Experimental Breeder Reactor II spent nuclear blanket fuel processing, the Contractor shall perform an evaluation of the waste stream and provide a recommended disposal path, along with an estimated cost, to DOE.

**CLIN 00001d – RCRA CLOSURE OF AMWTP FACILITIES:** See Section C, PWS C.5.6. The Contractor shall perform RCRA closure for the AMWTP 636 facility per the RCRA permit and execute the RCRA closure in accordance with the permit.

**CLIN 00001e – ADDITIONAL TEMPORARY CH-TRU STORAGE:** See Section C, PWS C.5.7. The Contractor shall construct one 15,000 drum equivalent storage facility to address storage of waste while WIPP remains closed.

**CLIN 00001f – RH WASTE LOT 11 OPTION WORK:** See Section C, PWS C.5.3.07. The Contractor shall operate the RH Waste program in accordance with PWS sections C.5.3.01 RH-TRU Retrieval, C.5.3.02 RH-TRU Characterization and Certification, C.5.3.03 RH-TRU Treatment, C.5.3.04 RH-TRU Storage and Movement, and C.5.3.05 RH-TRU Packaging and Transportation for a portion of Lot 11 (Legacy RH-M/LLW), under the CH-ANL-180RH waste stream ID stored in 24-in RSWF Liners. Definitized by Modification 050.

**CLIN 00001g – RH WASTE LOT 12 OPTION WORK:** See Section C, PWS C.5.3.08. The Contractor shall operate the RH Waste program in accordance with PWS sections C.5.3.01 RH-TRU Retrieval, C.5.3.02 RH-TRU Characterization and Certification, C.5.3.03 RH-TRU Treatment, C.5.3.04 RH-TRU Storage and Movement, and C.5.3.05 RH-TRU Packaging and Transportation for Lot 12 (Newly Generated RH M/LLW and MTRU Waste) per Exhibit C-12, *Lot 12 – Newly Generated RH-TRU and MTRU Waste*.

**CLIN 00001h – RH WASTE LOT 11 FY 2020 OPTION WORK:** See Section C, PWS C.5.3.07. The Contractor shall operate the RH Waste program in accordance with PWS sections C.5.3.01 RH-TRU Retrieval, C.5.3.02 RH-TRU Characterization and Certification, C.5.3.03 RH-TRU Treatment, C.5.3.04 RH-TRU Storage and Movement, and C.5.3.05 RH-TRU Packaging and Transportation for a portion of Lot 11 (Legacy RH-M/LLW), under the CH-ANL-180RH waste stream ID, and/or suspect RH TRU from AMWTP.

**CLIN 00001i – RH WASTE LOT 11 FY 2021 OPTION WORK:** See Section C, PWS C.5.3.09. The Contractor shall operate the RH Waste program in accordance with PWS sections C.5.3.01 RH-TRU Retrieval, C.5.3.02 RH-TRU Characterization and Certification, C.5.3.03 RH-TRU Treatment, C.5.3.04 RH-TRU Storage and Movement, and C.5.3.05 RH-TRU Packaging and Transportation for a portion of Lot 11 (Legacy RH-M/LLW), under the CH-ANL-180RH waste stream ID, and/or suspect RH TRU from AMWTP.

(e) CLIN 00006 Priced Option Work Description:

**CLIN 00006 – INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER:** This will be a Cost Reimbursable CLIN. See Section C, PWS C.6.1.

**B.2 CONTRACT COST AND FEE SCHEDULE**

- (a) CLIN 00001: Target ICP Core DOE Mission Work Scope (Base), Direct Target Cost, is decreased by \$10,541,000 to true-up the contract as a result of the negotiated material differences.

The table in B.2(a) is revised to reflect the adjustments as stated above as a result of the finalization of the material differences negotiations. This table will become the initial target/estimated cost and associated fee of the contract CLINs. All future changes to the contract cost and fee schedule will be made to the cumulative B.2(c) Cost and Fee Model.

<b>B.2(a) Table</b>				
<b><u>CLIN 00001- TARGET ICP-CORE DOE MISSION WORK (BASE)</u></b>				
	Target Cost	Max Fee	Target Fee	Total Price
Direct Target Cost w/ ID Spt (No Options Included)	750,124,450	134,783,609		1,175,583,674
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	290,675,615			
	1,040,800,065			
Target Fee			51,519,603	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		87,609,346		65%
Subtotal Incremental Cost Incentive Fee		47,174,263		35%
Cost Incentive Breakout				
Cost Incentive (Max)		47,174,263		12.95%
Cost Incentive (Target)			18,031,861	4.95%
<b><u>CLIN 00002 - TARGET ICP CORE NNPP PPF WORK SCOPE</u></b>				
	Target Cost	Max Fee	Target Fee	Total Price
Navy (Pieces, Parts and Fines - 102 Cans)	61,158,338	7,920,005	3,027,338	69,078,343
Milestone-Schedule & Performance		5,148,003	1,967,770	
Cost Incentive (Max)		2,772,002	1,059,568	
<b><u>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</u></b>				
	Estimated Cost	Fee		Total Price
Navy (SNF)	12,526,501	620,062		13,146,563
<b><u>CLIN 00004 - CONTRACT TRANSITION PERIOD</u></b>				
Transition	5,754,962		0	5,754,962
<b><u>CLIN 00005 - DEFINED BENEFIT PENSION PLAN COSTS</u></b>				
Pension	70,900,000		0	70,900,000
<b><u>CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER</u></b>				
	Estimated Cost	Max Fee		Fee / Gal
IWTU Ops (C.6.1)	44,438,999	5,554,875		\$ 6.53
<b><u>Total Contract Cost (Excluding Options)</u></b>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,235,578,865	148,878,550.45	54,546,941	1,384,457,415
<b><u>Total Contract Cost (Includes Options)</u></b>				
Priced Options	Target Cost	Max Fee	Target Fee	Total Price
00001a - GrndWtr Monitoring Wells / CFA Landfill	776,251	100,525	38,424	876,776
00001b - GrdWtr Monitoring Wells/TAN Rem	678,969	87,926	33,609	766,895
00001c - Legacy Excess Radioactive/Haz Materials	24,820,741	3,214,286	1,228,627	28,035,027
00001d - RCRA Closure of AMWTP Facilities	30,566,310	3,958,337	1,513,032	34,524,647
00001e - Additional Temporary Storage	6,567,836	850,535	325,108	7,418,371
00001f - RH TRU Lot 11 Option Work	13,490,500	1,747,020	667,780	15,237,520
00001g - RH TRU Lot 12 Option Work	12,378,304	1,602,990	612,726	13,981,294
Total Options	89,278,911	11,561,619	4,419,306	100,840,530
Total Contract Cost (Includes Options) and Max Fee	1,324,857,776	160,440,169	59,586,309	1,485,297,945
<b><u>Contract Performance Ceiling (B.6)</u></b>				
Contract Performance Ceiling	1,262,943,480			

- (b) The target fee and maximum fee percentages for Option CLINs 00001a – 00001i shall be consistent with the target fee and maximum fee percentages for the base work in CLIN 00001.
- (c) The current (cumulative) CPIF-hybrid cost and fee model is as follows: TBD

CLIN 00006: Integrated Waste Treatment Unit (IWTU) Operations and Turnover:

IWTU Phase One, IWTU Process Assessment, is negotiated at a direct cost of \$19,331,848. Fixed fee is 4.95% of the direct costs, totaling \$956,926.

The estimated cost for CLIN 00006 sodium bearing waste processing remains unchanged with this contract modification.

IWTU Phase Two, IWTU Facility Modifications and Pilot-Scale Testing, is negotiated at a direct cost of \$66,553,245. Fee is 8.3% of the direct cost, totaling \$5,523,919 and is based on the following milestones:

<b>Total Fee Amount</b>			<b>\$ 5,523,919</b>
<b>Milestone #</b>	<b>% of Fee</b>	<b>Description</b>	<b>Amount</b>
1	10%	Hazen Pilot Plant Test #1	\$ 552,392
2	20%	Demonstration Run #1	\$ 1,104,784
3	10%	Hazen Pilot Plant Test #2	\$ 552,392
4	30%	Demonstration Run #2	\$ 1,657,176
5	10%	Hazen Pilot Plant Test #3	\$ 552,392
6	20%	Demonstration Run #3	\$ 1,104,784
<b>SUM</b>	<b>100%</b>		<b>\$ 5,523,919</b>

The completion requirement for each milestone is shown in Attachment A – IWTU Phase 2 Milestone Fee Plan.

<b>IWTU Phase 3/4 Fee</b>			<b>Original Mod 131 (Part A)</b>	<b>Part A Revised Mod 141 (DCAA Audit reduction)</b>	<b>Part B</b>	<b>Part A (revised) &amp; B Combined</b>	<b>Part C</b>	<b>Part A, B, &amp; C Combined</b>
Fixed Fee (6.09%)			\$ 3,750,000	\$ 3,697,904	\$ 3,681,344	\$ 7,379,248	\$ 2,682,751	\$ 10,061,998
Milestone Fee (5.93%)			\$ 3,656,930	\$ 3,606,203	\$ 3,589,978	\$ 7,196,180	\$ 2,612,268	\$ 9,808,448
<b>Total Fee Available (12.02%)</b>			<b>\$ 7,406,930</b>	<b>\$ 7,304,106</b>	<b>\$ 7,271,321</b>	<b>\$ 14,575,428</b>	<b>\$ 5,295,019</b>	<b>\$ 19,870,447</b>
<b>Milestone #</b>	<b>% of Fee</b>	<b>Description</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>	<b>Amount</b>
1	10%	Complete PGF Filter Hazen Tests & Filter Selection	\$ 365,693	\$ 360,620	\$ 358,997.77	\$ 719,618.02	\$ 261,226.82	\$ 980,844.84
2	5%	Complete Canister Fill Decon System Integrated System Test	\$ 182,847	\$ 180,310	\$ 179,498.88	\$ 359,809.01	\$ 130,613.41	\$ 490,422.42
3	10%	Complete Canister Decon System Installation and Wet/Dry System Installation	\$ 365,693	\$ 360,620	\$ 358,997.77	\$ 719,618.02	\$ 261,226.82	\$ 980,844.84
4	20%	Complete Outage J	\$ 731,386	\$ 721,241	\$ 717,995.53	\$ 1,439,236.04	\$ 522,453.64	\$ 1,961,689.67
5	20%	Complete Phase 3 IWTU Confirmatory Simulant Run	\$ 731,386	\$ 721,241	\$ 717,995.53	\$ 1,439,236.04	\$ 522,453.64	\$ 1,961,689.67
6	35%	Complete System Performance Test (SPT) and submit SPT report to the State of Idaho Department of Environmental Quality	\$ 1,279,926	\$ 1,262,171	\$ 1,256,492.18	\$ 2,518,663.06	\$ 914,293.87	\$ 3,432,956.93
<b>SUM</b>	<b>100%</b>		<b>\$ 3,656,930</b>	<b>\$ 3,606,203</b>	<b>\$ 3,589,978</b>	<b>\$ 7,196,180</b>	<b>\$ 2,612,268</b>	<b>\$ 9,808,448</b>
<b>Schedule Incentive</b>		Introduce SBW by December 21, 2020					\$ 1,000,000	\$ 1,000,000
		Introduce SBW between December 22, 2020 & December 31, 2020					\$ 500,000	\$ 500,000
		Introduce SBW January 1, 2021 or later					\$ -	\$ -
<b>Total</b>		Max Schedule Incentive Fee + Milestone Fee + Fixed Fee					<b>\$ 6,295,019</b>	<b>\$ 20,870,447</b>

The milestone completion criteria for each milestone is shown in Attachment A – IWTU Phase 3/4 (Parts A, B, and C) (see Mod 167) Milestone Fee Plan.

The above fee dollars are associated with Parts A, B, and C scope.

**Mod 249 – 01/21/01**

<b>B.2(c) Table</b>				
<b>CLIN 00001 - TARGET ICP-CORE DOE MISSION WORK (BASE)</b>				
	Target Cost	Max Fee	Target Fee	Total Price
Direct Target Cost w/ ID Spt (No Options Included)	956,248,260	158,315,406		1,471,235,147
Indirect Target Cost w/o ID Spt (Total Pool, PWS C.8)	356,671,481			
	1,312,919,741			
Target Fee			64,989,527	
Subtotal Milestone-Schedule & Performance Fee (B.3(d))		77,106,215		
Subtotal Incremental Cost Incentive Fee		81,209,191		
Cost Incentive Breakout				
Cost Incentive (Max)		81,209,191		12.95%
Cost Incentive (Target)			32,421,840	4.95%
<b>CLIN 00002 - TARGET ICP CORE NNPP PPF WORK SCOPE</b>				
	Target Cost	Max Fee	Target Fee	Total Price
Navy (Pieces, Parts and Fines - 102 Cans)	42,567,244	5,408,387	2,513,098	47,975,631
Milestone-Schedule & Performance		3,970,091	1,963,325	
Cost Incentive (Max)		1,438,296	549,773	
<b>CLIN 00003 - NON-TARGET ICP CORE WORK SCOPE</b>				
	Estimated Cost	Fee		Total Price
Total Non-Target Work Scope (See Contracting Officer for Breakout)	63,783,794	3,462,443		67,246,237
<b>CLIN 00004- CONTRACT TRANSITION PERIOD</b>				
Transition	6,811,889	0		6,811,889
<b>CLIN 00005 - DEFINED BENEFIT PENSION PLAN COSTS</b>				
Pension	125,000,000	0		125,000,000
<b>CLIN 00006 INTEGRATED WASTE TREATMENT UNIT (IWTU) OPERATIONS AND TURNOVER</b>				
	Estimated Cost	Max Fee	Fee Gal	Total Price
IWTU Ops (C.6.1) (Definitized by Modification 152)	0	-	\$ 6.53	\$ -
	Estimated Cost	Fee		
IWTU Phase 1 - Process Assessment (C.6.1.1) (Fixed Fee)	19,331,848	956,926		20,288,774
IWTU Phase 2 - Technical Issue Resolution (C.6.1.2) (Milestone Fee)	115,785,533	5,523,919		121,309,452
IWTU Phase 3/4 - Startup of Radiological Operations (C.6.1.10) (Fixed/Milestone Fee)	195,531,963	23,038,622		218,570,585
<b>Total (Excluding C.6.1 IWTU Ops)</b>	<b>330,649,344</b>	<b>29,519,467</b>		<b>360,168,811</b>
<b>Total Contract Cost (Excluding Options)</b>				
	Contract Cost	Max Fee	Target Fee	Total Price
	1,881,732,012	196,705,703	67,502,625	2,078,437,715
<b>Total Contract Cost (Includes Options)</b>				
	Target Cost	Max Fee	Target Fee	Total Price
Priced Options				
00001a - GrndWtr Monitoring Wells / CFA Landfill	773,962	100,228	38,311	874,190
00001b - GrdWtr Monitoring Wells/TAN Rem	676,966	87,667	33,510	764,633
00001c - Legacy Excess Radioactive/Haz Materials	24,747,535	3,204,806	1,225,003	27,952,341
00001d - RCRA Closure of AMWTP Facilities (Definitized by Modification 207)	-	-	-	-
00001e - Additional Temporary Storage	6,548,465	848,026	324,149	7,396,491
00001f - RH TRU Lot 11 Option Work (Definitized by Modification 050)	-	-	-	-
00001g - RH TRU Lot 12 Option Work	12,341,796	1,598,263	610,919	13,940,059
00001h - RH TRU Lot 11 GFY 2020 Option Work (Definitized by Modification 142)	-	-	-	-
00001i - RH TRU Lot 11 GFY 2021 Option Work (Definitized by Modification 220)	-	-	-	-
Total Options	45,088,724	5,838,990	2,231,892	50,927,714
Total Contract Cost (Includes Options) and Max Fee	1,926,820,736	202,544,692	69,734,517	2,129,365,427
<b>Contract Performance Ceiling (B.6)</b>				
Contract Performance Ceiling	1,589,806,460			
<b>NOTE: Fixed Fee values from CLIN-3 and CLIN-6 are included in the max fee value for the total contract cost and total contract cost including options.</b>				

**B.3 CLIN 00001 – COST INCENTIVE, SCHEDULE MILESTONES, ANNUAL MILESTONES AND PERFORMANCE INCENTIVES FEE ALLOCATIONS AND CALCULATIONS**

- (a) For the purpose of the CLIN 00001 Base Work fee structure, the Total Fee includes the Cost Incentive, and all of the Schedule Milestones, Annual Milestones and Performance Incentives. Minimum Fee is \$0.

The Cost Incentive, Schedule Milestones, Annual Milestones and Performance Incentives are based on meeting contract requirements. The acceptance criteria and definitions for each of the Schedule Milestones, Annual Milestones and Performance Incentives are described in Section B.3, paragraph (e). The current Schedule Milestones (SM-1 through SM-13), Annual Milestones (AM-1 through AM-4) and Performance Incentives (PI-24 through PI-4) are comprised of the CLIN 00001 Base Work (excluding SM-7, CLIN 00002). If/when the priced options are exercised under CLIN 00001, the allocation of fee dollar values will be determined at that time through bilateral agreement with the exception of PI-4 which has already been negotiated.

- (b) RESERVED.

- (c) Cost Incentive Fee for CLIN 00001:

- i. Fee Calculation: As specified in FAR 52.216-10, Incentive Fee, the cost incentive fee payable under CLIN 00001 shall be the target fee
- (A) increased by twenty (20) cents for every dollar that the total allowable cost is less than the target cost or
  - (B) decreased by twenty (20) cents for every dollar that the total allowable cost exceeds the target cost.
  - (C) See latest modification for updated Incentive Fee Maximum. Minimum cost incentive fee is \$0.
- ii. For cost incentive fee calculation purposes, all costs shall be treated as direct cost (which will include fringe). All contract overhead pool costs will be included as total allowable costs when calculating the B.3(c)i cost incentive fee. Notwithstanding this direction for cost incentive fee calculation, overhead costs must be allocated to final cost objectives for billing purposes, as approved in the contractors Cost Accounting Standards (CAS) disclosure statement and other system documentation. However, for the purpose of calculating the cost incentive fee for CLIN 0001, all contract overhead and G&A pool costs, regardless of which CLIN they may eventually be allocated and billed to, including Section B.18, shall be treated as a total allowable cost in CLIN 00001.

The only exception to this requirement is that the costs for mandatory services, as defined in Section C Exhibit C-2, will be excluded from this calculation for final

fee purposes and Contractor Performance Assessment Reports System (CPARS) evaluation. The source for these costs will come from INL invoices. Exhibit B-2 identifies the INL Project Number associated with each mandatory service. If the Department determines to add a mandatory service to this contract, the mandatory service will be evaluated to determine if it should be a part of this exclusion.

(d) Schedule Milestones, Annual Milestones and Performance Incentive Fee for CLIN 00001:

The Schedule Milestones, Annual Milestones and Performance Incentive Fee for CLIN 00001 are set forth below:

Schedule Milestones (CLIN-1)	Early Date	Min Fee Date	Max Fee Amount	Min Fee Amount
SM-1 Complete the Final Design Document for the SDA Cap	12/31/2019	4/30/2020	\$ 876,093	0
SM-2 Complete CH-TRU Retrieval in TSA-RE	5/31/2017	8/31/2017	\$ 1,971,210	0
SM-3 Complete treatment of RH-TRU Lots 1 -9	8/31/2016	9/30/2016	\$ 2,190,234	0
SM-4 Complete RCRA Closure on INTEC Tank Farm Facility	8/1/2017	1/15/2018	\$ -	0
SM-5 Complete 1648 EBR II Bottle Placements	N/A	5/31/2021	\$ 3,840,000	0
SM-6 Complete Placement of 952 ATR Elements	N/A	5/31/2021	\$ 2,190,234	0
SM-8 Complete Treatment of ISA Debris Waste + Rework	6/30/2019	9/1/2019	\$ 4,500,000	0
SM-9 Complete Treatment of ISA Non-Debris Waste	N/A	5/31/2021	\$ 4,624,500	0
SM-10 Complete Treatment of ISA Non-Debris Rework	N/A	5/1/2021	\$ 1,000,000	0
SM-11 Complete Certification of ISA Waste Streams 1-10 in FY 2019	N/A	10/1/2019	\$ 350,000	0
SM-12 Complete Certification of ISA Waste Streams 1-20 in FY 2020	N/A	10/1/2020	\$ 475,000	0
SM-13 Complete Certification of ISA Waste Streams 1-31 in FY 2021	N/A	6/1/2021	\$ 600,000	0
SM-14 Complete Upgrade of IT - PCs and Licensing	12/31/2020	3/31/2021	\$ 150,000	0
Med-145- Peach Bottom Milestone #1 - Inspection Reports		12/31/2020	\$ 195,801	0
Med-145- Peach Bottom Milestone #2(a) - Transfer 2 Low Risk Vaults		5/31/2021	\$ 195,801	0
Peach Bottom Milestone #2(b) - Transfer up to 2 Additional Low Risk Vaults (\$125K each)		5/31/2021	\$ 250,000	0
Med-145- Peach Bottom Milestone #3 - Conceptual Design		5/31/2021	\$ 195,801	0
<b>Subtotal Schedule Milestones</b>			<b>\$ 23,604,674</b>	<b>0</b>
Annual Milestones			Max Fee Amount	Target Fee Amount
AM-1 CH Meters3 Ready to be shipped	Total Contract Fee		\$ 13,377,945	\$ 5,113,577
Total Amount of cubic meters of ISA (CH-TRU and MLLW to be certified and shipped)				10,300
		Treatment	Certification	Shipping
Fee Per Unit		\$ 1,428.97	\$ 476.32	\$ 476.32
CEd-12/31/2018 Fee Paid	\$ 5,399,291.74			
AM-2 Acres Exhumed (measured by acre)			\$ 14,893,589	\$ 5,692,916
Total acreage to be exhumed				1.55
Fee per unit at associated Annual Quantity (fee Step/Total Acres for ARP VIII)	\$ 6,726,137	\$ 2,570,994	\$ 2,337,267	\$ 1,298,482
Annual Quantity (Acres)	> than .50	.40 - .49	.25 - .39	0.0 - .24
Fee per acre for ARP IX			\$ 6,726,137	
CEd-March 2019 (ARP VIII Completed) Fee Paid	\$ 1,718,338			
AM-3 MLLW and LLW Disposition		\$ 2,628,280		
AM-4 CH TRU Waste Certified Backlog		\$ 1,400,000		
<b>Subtotal Annual Milestones</b>			<b>\$ 32,299,814</b>	
Performance Incentive			No Sliding Scale	
P-1 Process and ship all CH/RH TRU out of Idaho	12/31/2018	\$ 11,389,215		
P-2 Percent complete for exhumation (max fee times the actual completed for ARP VIII plus ARP IX divided by 1.55)	5/31/2021	\$ 7,608,603		
P-3 Critical Failures	N/A	\$ 8,760,935		
P-4 RH TRU Waste Disposition (Base Fee = \$1,958,005; Option 1 & 2 Fee = \$2,874,184)		\$ 4,832,189		
<b>Subtotal Performance Incentive</b>			<b>\$ 21,201,727</b>	
<b>Total Milestone/Performance Fees</b>			<b>\$ 77,106,215</b>	

The current (cumulative) Schedule Milestones, Annual Milestones and Performance Incentive Fee for CLIN 00001 are set forth below:

- i. Fee Allocation: A portion of the total Maximum Fee for CLIN 00001 is allocated to Schedule Milestones, Annual Milestones and Performance Incentives. This fee allocation is further broken down into an individual allocation percentage (i.e. weighting) for each specific Schedule Milestone, Annual Milestone and Performance Incentive in accordance with the ICP- Core CPIF Hybrid Fee Model.

ii. **Schedule Milestones Fee Calculation:**

The Schedule Milestone Fee dollars from the Maximum Fee amount (i.e. max fee date achievement through the min fee date) to the Min Fee amount are listed above and described below.

iii. **Annual Milestones Fee Calculation:**

Included with the Annual Milestones are rates based on the quantity of waste dispositioned, acreage of buried waste exhumed and annual work completed. The annual milestones will be based on contractor performance over a 12 month period with AM-1 and AM-2 starting from the contract effective date, and AM-3 and AM-4 based on the fiscal quarter, with the first fiscal quarter of the contract lasting four months and last fiscal quarter of the contract lasting two months

iv. **Performance Incentives Fee Calculation:**

The Performance Incentive (PI) -2 must be met in its-entirety to earn the maximum incentive fee.

The Contracting Officer has discretion for the degree of the fee reduction up to the maximum fee amount for PI-3.

PI-4 will be earned on a container-by-container basis as defined in Exhibit B-1, Rev.1, RH Replan Fee Analysis, incorporated into this contract by Modification No. 220.

(e) **ICP-Core CLIN 00001 Schedule Milestones, Annual Milestones, Performance Incentives Acceptance Criteria and Definitions**

Listed below are the definitions and acceptance criteria for each Schedule Milestone (SM), Annual Milestone (AM) and Performance Incentive (PI). To document completion of each SM, AM and PI and in accordance with Section E Inspection and Acceptance, the Contractor shall submit objective evidence, including any necessary documentation, sufficient to demonstrate completion for each SM, AM and PI. The objective evidence for completion of each SM, AM and PI shall be submitted to the Contracting Officer for review and approval no later than 10 business days after the SM, AM, or PI is completed, or otherwise stated.

i. SM-1 Complete the Final Design Document for the Subsurface Disposal Area (SDA) Cap (Section C.4.2.01) – This SM will be achieved and fee paid when the following are completed:

- A. DOE has received the Phase 3 90% pre-final design document for the cap for DOE submittal for regulatory review.
- B. Resolution of regulatory comments and submittal of revised design to DOE.
- C. Approval from the regulatory agencies and placement of the final design document in the CERCLA Administrative Record/Information Repository website.
- D. This fee will be paid after approval from the regulators.

Exclusions: None.

- ii. SM-2 Complete CH-TRU retrieval in TSA-RE (Section C.5.1.03) – This SM will be achieved and fee paid when the Contractor completes the retrieval of all stored waste from the earthen covered berms and cargo containers located within the WMF-636 (TSA-RE).

Objective evidence for completion includes visual verification that all stored waste has been retrieved and repackaged for treatment; and the cargo containers have been emptied of all waste drums and boxes by the min fee date or sooner.

Exclusions: RCRA closure of WMF-636.

- iii. SM-3 Complete Treatment for RH TRU Lots 1-9 (Section C.5.3.01 – 5.3.03) This SM will be achieved and fee paid upon the completion of the treatment and repackaging for all RH-TRU in storage at INTEC which includes all waste remaining in Lots 1 through 9. The treatment process is complete when all of the RH-TRU waste has been physically treated to meet the waste acceptance criteria of the disposal facility; repackaged; and removed from the hot cell for certification for disposal by the min fee date or sooner. Objective evidence includes visual verification and review of waste tracking system documentation for treatment completion.

Exclusions: Final Certification per C.5.3.02 is excluded from this SM-3. Additional exclusions include the Navy Pieces, Parts and Fines waste inventory (PWS Exhibit C-10) (Refer to CLIN 00002).

- iv. CPP-749 Peach Bottom 1<sup>st</sup> Generation Vaults Remediation (Section C.7.1.06) Fee Milestones:

The following milestones and dates are associated with this work:

Milestone 1 - Complete inspection reports for five (5) high risk Peach Bottom Vaults by December 31, 2020. Inspection will include lifting the fuel package only if Fluor Idaho determines the risk to be warranted; fee of \$195,801

Milestone 2(a) - Complete transfer of two (2) low-risk Peach Bottom Vaults by May 31, 2021; fee is \$195,801

Milestone 2(b) - Complete transfer of up to two (2) additional low-risk Peach Bottom Vaults by May 31, 2021; fee is \$125,000/transfer for a total of \$250,000

Milestone 3 - Submit conceptual design for the retrieval equipment suitable to recover high risk Peach Bottom Vaults by May 31, 2021. Fee is \$195,801, contingent upon DOE review and approval.

Fee for this work will be calculated in the following manner:



viii. **SM-8 Complete Treatment of Idaho Settlement Agreement (ISA) Debris Waste and Rework.** Completion of this SM will be DOE ID verification of treatment complete based on the same criteria identified in AM-1. This SM also includes rework of all debris waste identified for rework as of Contract Modification No. 124. Total fee available for this SM is \$4,500,000 if the work is completed on or before August 31, 2019. Fee is reduced by \$500,000 if completed between September 1, 2019 and September 30, 2019 and reduced by an additional \$500,000 if completed between October 1, 2019 and October 31, 2019. If the SM is completed after October 31, 2019, fee for this SM will be \$0. The objective of this incentive is to have all the ISA Debris Waste including rework complete so the Newly Generated CH-TRU waste can be treated and the AMWTP facility mission is complete and ready for RCRA closure by November 30, 2019.

Exclusions: Non-Debris Waste, Newly Generated Debris waste and Bettis waste.

ix. **SM-9 Complete Treatment of ISA Non-Debris Waste.** Completion of this SM will be DOE ID verification of treatment complete based on the same criteria identified in AM-1. Total fee available for this SM is \$4,624,500 if the work is completed on or before May 31, 2021. The objective of this incentive is to complete all of the ISA Non-Debris waste only. Fee may be earned as follows:

	<b>Number of Containers</b>	<b>Amount per Container</b>	<b>Total Fee</b>
MLLW direct-ship	679	\$ 500	\$ 339,500
TRU direct-ship	372	\$ 500	\$ 186,000
Treatment of waste	1100	\$ 1,250	\$ 1,375,000
Stretch Goal*	408	\$ 3,000	\$ 1,224,000
<b>Complete all containers by 5/31/2021</b>			<b>\$ 1,500,000</b>
<b>Total Fee Available</b>			<b>\$ 4,624,500</b>
*Minimum number of containers for the Stretch Goal is 408, to be completed after the 2,151 containers listed above; the Contractor may earn additional fee for additional containers (if any) above the 2,559 total containers listed			

Exclusions: ISA Debris waste and Rework of ISA Non-Debris Waste.

x. **SM-10 Complete Treatment Rework of ISA Non-Debris Waste.** Completion of this SM will be DOE ID verification of treatment complete based on the same criteria identified in AM-1. This SM includes all Non-Debris rework (non-debris waste known from previous contractors and generated during this contract from June 1, 2016 – September 30, 2020). Control set is based on TPR-7866 Rev. 21 (see Modification No. 124 Attachment B). Total fee available for this SM is \$1,000,000 if the work is completed on or before April 30, 2021. If the SM is completed on or after May 1, 2021, fee for this SM will be \$0. The 711 rework sludge drums is as of the date of Modification No. 124. If additional rework is needed because of Fluor Idaho actions, those containers must be treated by the milestone date. If additional rework is needed due to WIPP, DOE, or external

causes outside of Fluor Idaho's control, then those will be the basis of a future contract change.

The objective of this incentive is to treat all of the ISA Non-Debris rework waste so the ARP-VII can be turned over for RCRA closure.

Exclusions: ISA Debris Waste and previously treated ISA Non-Debris waste.

- xi. SM-11 Complete Certification of Waste Streams 1 through 10 in FY 2019 (per Waste Certification table, Modification No. 124 Attachment C). Completion of this SM will be DOE ID validation. Total fee available for this SM is \$350,000. No partial payment of fee for this SM is available. The identified waste streams 1 through 10 shall be completed by September 30, 2019 for payment of fee. SM-11 may roll over to SM-12 if not completed by the end of FY 2019.

Exclusions: None.

- xii. SM-12 Complete Certification of Waste Streams 1 through 20 in FY 2020 (per Waste Certification table, Modification 124 Attachment C). Completion of this SM will be DOE ID validation. Total fee available for this SM is \$475,000. No partial payment of fee for this SM is available. The identified waste streams 1 through 20 shall be completed by September 30, 2020 for payment of fee. SM-11 and SM-12 may roll over to SM-13 if not completed by the end of FY 2020.

Exclusions: None.

- xiii. SM-13 Complete Certification of Waste Streams 1 through 31 in FY 2021 (per Waste Certification table, Modification No. 124 Attachment C). Completion of this SM will be DOE ID validation. Total fee available for this SM is \$600,000. No partial payment of fee for this SM is available. The identified waste streams 1 through 31 shall be completed by May 31, 2021 for payment of fee. The Contractor may earn the fee available in SM-11 and SM-12 in FY 2021 if all 31 waste streams are completed.

Exclusions: None.

- xiv. SM-14 Complete the Replacement/Upgrade of Existing Information Technology Equipment (per Section C.8.1.03). Completion of this SM will be DOE-ID validation that the appropriate personal computers (estimated at 1,899), including monitors and phones (VOIP), have been replaced, installed, and all items identified in the Contractor's property system and assigned. An inventory sample will be selected from the property system and verified for completion of installation, including physical verification. DOE-ID may also assess the Active Directory IT system to validate completion of this scope. Total fee available for this SM is \$150,000 if the work is completed by December 31, 2020, and \$50,000 if the work is completed by March 31, 2021. No fee is available for this scope after March 31, 2021.

Exclusions: None.

- xv. AM-1 – ISA CH-TRU (CH-TRU and M/LLW) Cubic Meters Certified/ Shipped out of the state of Idaho (Sections C.5.1.01 – 5.1.07)

AM-1 Fee paid from June 1, 2016 through December 31, 2018 is \$5,399,292 and is commensurate for the work performed during this period.

As of January 1, 2019, fee will be paid on a quarterly basis. This AM will be achieved by completing treatment, certification, and shipping of ISA CH-TRU (CH-TRU and M/LLW) waste (original volume treated) out of the state of Idaho per year. Objective evidence for certification includes review of waste tracking system documentation for confirmation that the waste meets the Waste Acceptance Criteria for WIPP. Objective evidence for shipment out of the state includes review of the shipping manifest provided by the receiving disposal facility. The Contractor shall treat, certify and ship all (estimated at 10,300 cubic meters) of waste until complete.

The Fee Rate per cubic meter will be determined by the Fee Rate specified in Section B.3(e).

Exclusions: ISA RH-TRU waste, exhumed CH-TRU waste, and all newly generated waste.

The Contractor will be paid quarterly 60% of the available fee rate per cubic meter for the Idaho Settlement Agreement (ISA) contact-handled transuranic (CH-TRU) waste when DOE has validated the processed waste through either:

- 1) Data Reconciliation; 2) Level 1 data validation; or 3) Supercompactor Load Out, described as:
  - **Data reconciliation** will be used for the BN510 (Supercompacted Debris) and BNINW216 (First/Second Stage Sludge) waste streams. The quantities of waste containers in these waste streams will be verified in the Waste Tracking System (WTS) using the data reconciliation container lists or the manual Data Quality Objectives (DQO) reconciliation report defined in MCP-4007. The date that the waste container completed data reconciliation (i.e., date for lot in WTS) will be used to determine when a waste container may be recognized for fee. For BN510 containers generated after May 31, 2017, Supercompactor Load Out date information will be used for the fee determination.
  - **Level 1 data validation** will be used for all other waste streams (e.g., sludge repackaging project [SRP] waste and accelerated retrieval project [ARP] exhumed wastes). Only waste containers that can be assigned to a specific Waste Isolation Pilot Plant (WIPP) waste stream (approved or preliminary) will be considered. As other waste streams are defined, additional waste containers will then be eligible for consideration. The waste container will be required to have completed Non-Destructive Assay (NDA) and physical characterization (Real-Time Radiography [RTR] or Visual Examination [VE]). The NDA data and RTR/VE data will be required to have completed Level 1 data validation as defined in MCP-

4005. Level 1 validated NDA data will be used to identify the TRU waste containers and to ensure that radiological characterization is available for the waste container. Level 1 validated RTR or VE will be used to identify that the waste container has been physically characterized. The latest date of any Level 1 data validation activity (e.g., date for NDA, RTR, or VE batch in WTS) will be used to determine when a waste container may be recognized for fee.

- **Supercompactor Load Out** will be used for the BN510 (Supercompacted Debris) waste stream. The quantities of waste containers in this waste stream will be verified in the Waste Tracking System (WTS) using the Supercompactor Load Out e-signature to verify the Supercompactor Load Out form is complete per TPR-8043. The date that the Supercompactor Load Out form is complete (i.e., form e-signature date in WTS) will be used to determine when a waste container may be recognized for fee. For BN510 containers generated before June 1, 2017, WTS Data Reconciliation date information will be used for the fee determination.

An additional 20% of the fee rate per cubic meter will be paid when the waste has been certified. Waste containers generated as a result of a treatment process are counted when the container exits from the individual treatment facility. (For example, waste boxes generated at the Debris Repackaging Project [DRP] are counted when they are exported from Waste Management Facility [WMF]-1619.)

The final 20% of the fee rate per cubic meter will be paid quarterly when the ISA CH-TRU waste is shipped to WIPP in accordance with the shipping schedule established by WIPP after the CH- TRU waste backlog has been shipped.

In accordance with contract Section B.3(e)vi, objective evidence for AM-1 shall adhere to the new requirements as described above.

xvi. AM-2 – Acres of Exhumed SDA Waste (Section C.5.2.01)

Fee will be paid to the Contractor on a quarterly basis under this AM for exhuming, certifying, and shipping buried waste. Objective evidence is verification of documentation that the required exhumation footprint has been completed and certification includes review of waste tracking system documentation for confirmation that the waste meets the Waste Acceptance Criteria for WIPP. Objective evidence for shipment to WIPP includes review of the shipping manifest provided by WIPP and verification that shipment was in accordance with the AI/OU 7-13- 14 ROD. The Contractor shall exhume 1.55 acres.

The Fee Rate per acre will be based on the annual rate of acreage exhumed achieved at the end of each quarter. Initial quarterly provisional fee payments for this annual milestone will be based on the Fee Rate specified in Section B.3(e) for the lowest established acreage exhumed until that acreage is exceeded during the year at which time all units will receive the higher value. The final annual fee rate

for each 12-month period beginning on the contract effective date will be determined by the total annual original acreage exhumed. The exhumed SDA waste shall be shipped after the CH-TRU waste backlog has been shipped and after the ISA CH-TRU waste has been shipped per AM-1.

Fee will be paid at the lowest annual rate per acre specified in Section B.3(e) until the next acreage milestone is accomplished. Initial quarterly provisional fee payments for this annual milestone will be based on the Fee Rate specified in Section B.3(e) for the lowest established volume until that volume is exceeded during the year at which time all units will receive the higher value. The final annual fee rate will be determined by the total annual acreage exhumed for each 12-month period beginning on the contract effective date.

Once the Contractor has met or exceeded an identified acreage milestone, then all exhumed acreage for that year will receive the higher value. If the annual amount of exhumation exceeds the maximum fee rate in the first two years and the entire acreage identified in Section C.5.2 is exhumed, then the fee for the final year in which the last of the buried waste was exhumed, certified and shipped will be earned at the Max Fee regardless of the volume exhumed, certified and shipped in that year.

Exclusions: ISA CH and RH-TRU waste and all newly generated waste; any grids that require re-exhumation by the state of Idaho.

The Contractor will be paid quarterly 70% of the available fee for the exhumed acreage (including packaging the waste out through a drum packaging station). The fee rate will be determined by the annual acreage exhumed during the contract year. An additional 10% of the available fee will be paid when DOE ID has validated the waste has been certified. The fee rate per cubic meter will be based on the annual acreage exhumed as identified in Table 1 below. This rate was derived by using an estimated value of 3,800 cubic meters (m<sup>3</sup>) which will need to be characterized, treated and shipped. The unit rate may be adjusted during the term of the contract if the cubic meters vary significantly from the 3,800 m<sup>3</sup> projection, and once actuals become known.

However, the max fee of \$14,893,589 will not change regardless of the actual number of cubic meters treated.

Annual Milestone 2 - Table 1

		Max Fee	Meter <sup>3</sup> Rate
Exhumed	70%	\$ 10,425,512	
Certified	10%	\$ 1,489,359	\$ 391.94
Shipped	20%	\$ 2,978,718	\$ 783.87
Sub Total	100%	\$ 14,893,589	

  

Fee Scale based on Acres/Meters	Acreage	Certified	Shipped
0.0 - .24	\$1,298,482	\$ 75.66	\$ 151.33
.25 - .39	\$2,337,267	\$ 136.19	\$ 272.39
.40 - .49	\$2,570,994	\$ 149.81	\$ 299.63
> = than .50	\$6,726,137	\$ 391.94	\$ 783.87

The remaining 20% of the available fee will be paid quarterly per cubic meter when the CH-TRU waste is shipped to WIPP in accordance with the shipping schedule established by WIPP after the CH-TRU waste backlog has been shipped.

- xvii. AM-3 Disposition of Newly Generated MLLW/LLW – This AM will be achieved by disposing of all newly/process generated MLLW/LLW resulting from any/all site cleanup activities. All newly/process generated MLLW/LLW Waste generated from July 1 (of the previous calendar year) through June 30 will be required to be dispositioned by September 30 for each year of the contract period. The backlog of MLLW/LLW is anticipated to be approximately 100 cubic meters at the contract effective date. Backlog from the prior contractor is to be dispositioned in the first contract period (June 1, 2016 through September 30, 2016. See Section F.2). Fee is earned on an annual basis and only earned upon verification of shipping to an approved disposal facility by September 30. The total fee dollars available for each annual fee determination under this AM is 20% of the AM’s total target amount. Objective evidence for disposition to a disposal facility includes review and verification of the shipping manifest provided by the receiving disposal facility.

Exclusions: CERCLA waste (including D&D waste) and waste identified in AM-1, AM-2 and AM-4 is excluded from this AM. Anything generated after June 30, 2020 is exempt.

- xviii. AM-4 CH-TRU Waste Certified Backlog (Sections C.5.1 and C.5.3) When WIPP is available, the Contractor shall be required to ship all CH-TRU certified waste in backlog. Objective evidence for shipment to WIPP includes review and verification of the shipping manifest provided by WIPP. Due to the nature of this waste, it is necessary to ship it in a timely manner. Therefore, when WIPP is available, the Contractor shall follow the established shipping schedule to ship this backlog to WIPP. Maximum fee for this milestone is \$1,400,000. The fee rate per cubic meter will be paid quarterly at \$334.12. This rate is based on 80% of the max fee (\$1,120,000) divided by the estimated quantity of 3,352 cubic meters. This rate will be utilized for quarterly fee payments. Upon verification by DOE-

ID that all backlog waste, regardless of the estimated cubic meters, has been shipped to WIPP, all remaining fee will be paid to the Contractor.

Exclusions: M/LLW backlog and any CH-TRU waste backlog generated by the Contractor during the ICP Core contract period.

xix. RESERVED

xx. PI-2 – Complete exhumation of all buried waste (1.55 acres remaining footprint in ARPs VIII and IX)(Section C.5.2) This PI will be paid 70% of the available fee as the Contractor completes exhumation of the remaining buried waste per the Phase 1 RD/RA Work Plan for Operable Unit 7-13/14 by May 31, 2021. Due to impacts from encountering unknowns in the ARP IX exhumation footprint and the waste condition in ARP IX, this PI-2 will be paid at the percentage of acres completed. Objective evidence is verification of documentation for the cumulative exhumation footprint completion.

The Contractor will be paid an additional 10% of the available fee if all of the exhumed buried waste is certified and ready to ship to WIPP per the AI/OU 7-13-14 ROD. The remaining 20% will be paid quarterly per cubic meter shipped when the exhumed buried waste is shipped to WIPP in accordance with the shipping schedule established by WIPP and after the CH-TRU waste backlog has been shipped.

xxi. PI-3 – Critical Failures – The Contractor shall accomplish the work in a safe and efficient matter. Performance Incentive Fee may be withheld by the Government to the extent the Contractor's performance is inadequate in, but not limited to, the following areas: (1) safety performance (Note: Use of this provision will not duplicate fee actions taken in accordance with DEAR 952.223-76); (2) failure to meet regulatory or court-ordered milestones not covered by the above schedule milestones, annual milestones or performance incentives; (3) quality assurance performance per Section C.8.3.11 and Section H.33; (4) maintaining facilities and other infrastructure throughout the performance period to function at the same level and in the same condition as at the contract effective date; and (5) management of the Contractor's team, including major subcontractors, in accordance with the Contractor's Corporate Governance Plan attached in Section J. The Contracting Officer has discretion for the degree of the fee reduction up to the maximum fee amount for the Critical Failure Performance Incentive (PI-3) referenced in the ICP-Core CLIN 00001 CPIF Hybrid Fee Model per Section B.3 (d). The Contracting Officer also has the discretion to allow the Contractor to correct performance issues and potentially recover withheld fee. Notwithstanding the reductions described in this PI-3, the reductions described in Section B.16 take precedence.

xxii. PI-4 – RH-TRU Waste Disposition – This PI will be paid on a container-by-container basis as the Contractor completes the scope for each container as defined in Section C.5 and Exhibit B-1. For the base period, FYs 2016-2019, all containers will receive the same fee rate up through and including container 36. If/when the Contractor completes container 37, max fee for the base period will be earned. The base contract will require steady state operations of the facilities from

FY 2016 – FY 2019. If the Navy work completes prior to FY 2019 in CPP- 666, Fluor Idaho shall continue working on waste identified in contract Section C.5 through the period of performance. As this steady state operation produces additional containers, no additional fee can be earned above the max fee for the period.

Objective evidence for disposition to a disposal facility includes review and verification of the shipping manifest provided by the receiving disposal facility.

It should be noted that any RH-TRU suspect waste, as agreed to by DOE-ID and Fluor Idaho, will be counted and paid via the RH-TRU fee schedule and not under AM-1. This will ensure no double counting of fee occurs. Objective evidence via electronic mail shall include the documented DOE-ID and Fluor Idaho agreement for the RH-TRU suspect waste.

Option 1 (FY 2020): This PI will be paid on a container-by- container basis as the Contractor completes the scope for each container as defined in Section C.5 and Exhibit B-1 for Option 1. For this Option 1 period, all containers will receive the same fee rate up through and including container 17. If/when the Contractor completes container 18, max fee for this Option 1 period will be earned.

Objective evidence for disposition to a disposal facility includes review and verification of the shipping manifest provided by the receiving disposal facility.

It should be noted that any RH-TRU suspect waste, as agreed to by DOE-ID and Fluor Idaho, will be counted and paid via the RH-TRU fee schedule and not under AM-1. This will ensure no double counting of fee occurs.

Objective evidence via electronic mail shall include the documented DOE-ID and Fluor Idaho agreement for the RH-TRU suspect waste.

Option 2 (FY 2021): This PI will be paid on a container-by- container basis as the Contractor completes the scope for each container as defined in Section C.5 and Exhibit B-1 for Option 2. For this Option 2 period, all containers will receive the same fee rate up through and including container 9. If/when the Contractor completes container 10, max fee for the base period will be earned.

Objective evidence for disposition to a disposal facility includes review and verification of the shipping manifest provided by the receiving disposal facility. It should be noted that any RH-TRU suspect waste, as agreed to by DOE-ID and Fluor Idaho, will be counted and paid via the RH-TRU fee schedule and not under AM-1. This will ensure no double counting of fee occurs.

Objective evidence via electronic mail shall include the documented DOE-ID and Fluor Idaho agreement for the RH-TRU suspect waste.

**B.4 CLIN 00002 – COST INCENTIVE AND SCHEDULE MILESTONE FEE ALLOCATIONS AND CALCULATIONS**

- (a) For the purpose of the CLIN 00002 fee structure, the Total Fee includes the Cost Incentive and the Schedule Milestone. Minimum Fee is \$0.

The Cost Incentive and Schedule Milestone are based on meeting contract requirements. The definition and acceptance criterion for the Schedule Milestone is described in Section B.4, paragraph (e). If the contract is modified under CLIN 00002, the allocation of fee dollar values will be determined at that time.

**(b) Cost Incentive Fee for CLIN 00002:**

- 1. Fee Calculation: As specified in FAR 52.216-10, Incentive Fee, the cost incentive fee payable under CLIN 00002 shall be the target fee
  - i. increased by twenty (20) cents for every dollar that the total allowable cost is less than the target cost or
  - ii. decreased by twenty (20) cents for every dollar that the total allowable cost exceeds the target cost.
  - iii. For cost incentive fee calculation purposes, only direct costs will be included in the total allowable costs when calculating the B.4(b)i cost incentive fee. Overhead costs allocated to CLIN 00002 for billing purposes will be included in the total allowable cost in CLIN 00001 for cost incentive fee calculation purposes.

**(c) Schedule Milestone for CLIN 00002:**

<i><b>CLIN 00002- TARGET ICP CORE NPP PPF WORK SCOPE</b></i>					
	<u>Early Date</u>	<u>Target Date</u>	<u>Max Fee</u>	<u>Target Fee</u>	<u>Min Fee</u>
SM-7 Treat and Certify Pieces, Parts and Fines from 102 Cans	1/31/2020	7/31/2020	\$ 3,970,091	\$ 1,517,525	\$0

- i. Fee Allocation: The maximum available fee for the Schedule Milestone is \$5,148,003.
  - ii. **Schedule Milestones Fee Calculation:**  
The Schedule Milestone Fee dollars from the Maximum Fee amount (i.e. max fee date achievement through the min fee date) to the Min Fee amount will be calculated on a sliding scale per calendar day basis. The day after the Min Fee date the Contractor earns zero fee.
- (d) **ICP-Core CLIN 00002 CPIF Hybrid Fee Model.** See B.3 (e) which includes fee model for both CLINs 00001 and 00002.
  - (e) **ICP-Core CLIN 00002 Schedule Milestone Acceptance Criteria and Definition**  
Listed below is the definition and acceptance criterion for SM-7. To document completion of the SM and in accordance with Section E Inspection and Acceptance, the Contractor shall submit objective evidence, including any necessary

documentation, sufficient to demonstrate completion for the SM. The objective evidence for completion of the SM shall be submitted to the Contracting Officer for review and approval no later than 10 days after the SM is completed, or otherwise stated.

- i. SM-7 NNPP PPF (RH-TRU LOT 10) (Section C.5.4.01 – 5.4.05) – For this SM completion criteria, the Contractor shall complete treatment and characterization of all Naval Nuclear Propulsion Program (NNPP) 102 cans (Lot 10).

The treatment process is complete when all of the RH-TRU Lot 10 waste has been physically treated to meet the waste acceptance criteria of the disposal facility; repackaged; and removed from the hot cell for characterization to support certification for disposal by the min fee date (September 30, 2020).

Objective evidence for this schedule milestone includes visual verification and review of waste tracking system documentation for treatment completion and Batch Data Reports for completion of characterization. Rework may be considered new scope and will be addressed separately. (Rework following initial repackaging would have no effect on the SM-7 Milestone fee determination.)

The Contractor will be paid 80% of the available fee if all of the NNPP PPF waste is treated by the min fee date and 100% if all the NNPP PPF waste is treated and characterized (including performing visual examination (VE) and Dose to Curie (DTC) measurements) by the min fee date.

Exclusions: RH-TRU Lots 1-9, 11 and 12.

## **B.5 NON-TARGET WORK SCOPE (CLIN 00003)**

The activities described in Section B.1 for CLIN 00003 is direct work scope only and is not included in the Target Cost under CLIN 00001 or CLIN 00002. Any/all overhead costs allocated to CLIN 00003 will be included as total allowable costs for cost incentive fee calculation purposes in CLIN 00001.

Refer to Section B.2(c) for the work scope to be completed under CLIN 00003.

## **B.6 CONTRACT PERFORMANCE CEILING**

- (a) The Contract Performance Ceiling established at contract award is **\$1,274,849,539**, which is the target cost and maximum fee for CLIN 00001, the target cost and maximum fee for CLIN 00002, the estimated cost of CLIN 00003, and the estimated transition cost for CLIN 00004. The Contract Performance Ceiling may be adjusted for directed changes in accordance with FAR 52.243-2 Changes – Cost Reimbursement (AUG 1987) and/or requests for equitable adjustments (REA) under CLIN 00001, CLIN 00002, CLIN 00003 (exclusive of fee) and/or CLIN 00004.

- (1) The current Contract Performance Ceiling (CPC) is increased by \$807,593 from \$1,221,766,429 to \$1,222,574,022. This includes the work scope incorporated with this contract modification.
  - (2) See latest modification for updated Contract Performance Ceiling. Please contact the Contracting Officer if you have any questions.
- (b) If the Contract Performance Ceiling, as adjusted for any directed changes and/or REAs pursuant to paragraph (a) above, is exceeded, the Contractor shall pay all costs on a dollar-for-dollar cost share basis (0% Government/100% Contractor) up to the amount of paid provisional fee in CLIN 00001 and CLIN 00002. Once the Contract Performance Ceiling is exceeded, the Contractor will no longer be able to earn cost incentive fee under CLINs 00001 or 00002. If available unearned fee still exists for any of the SMs, AMs, or PIs under CLINs 00001 or 00002 per Sections B.3 or B.4, the Contractor may still receive provisional fee. However, once the Contract Performance Ceiling is exceeded any future earned fee from the SMs, AMs, or PIs under CLINs 00001 or 00002 shall be applied to the Contractor's cost share responsibility for the cost overruns. Monthly reconciliations for the Contractor's cost overrun responsibility will be performed by DOE once the Contract Performance Ceiling is exceeded and the Contractor's cost overrun responsibility will be adjusted. After the Contractor has paid all paid provisional fee from CLIN 00001 and CLIN 00002, then the Government shall pay costs of continued work for cost overruns using a share ratio of 100%/0% (Government/Contractor).
- (c) All future DOE directed changes and/or Contractor requests for equitable adjustments to the PWS, relative to CLINs 00001, 00002, 00003 and/or 00004, will result in a change to the Contract Performance Ceiling in accordance with the FAR 52.243-2 Changes- Cost Reimbursement (Aug 1987).
- (d) The Contract Performance Ceiling will be adjusted as options are exercised under CLIN 00001 in accordance with FAR 52.217-7 -- Option for Increased Quantity -- Separately Priced Line Item (Mar 1989). Overhead costs for the priced options are already included in CLIN 00001 and in the contract price ceiling.
- (e) For CLIN 00001 and 00002 changes (including any exercised priced options or other incremental scope increases), the Contract Performance Ceiling adjustment will be the same and equal to the negotiated direct target cost and any incremental costs, if applicable, and maximum fee of the change. For CLIN 00003 and 00004 changes, the Contract Performance Ceiling adjustment will be the same and equal to the direct negotiated cost of the change and exclusive of fee for CLIN 00003.

## **B.7 DEFINED BENEFIT PENSION PLAN COSTS**

The Idaho National Laboratory Employee Retirement Plan (INLERP) (a Defined Benefit Pension Plan) costs are included in the total contract cost identified in Section B.2 (b) but are not included in the Contract Performance Ceiling per Section B.6. A separate CLIN 00005 is established to fund the Defined Benefit Pension Plan Costs. The Contractor shall use designated Defined Benefit Pension Plan funding to reimburse the INL contractor for the ICP-Core share of the current Defined Benefit Pension Plan for incumbent (grandfathered) employees and retirees. Actual costs for the current Defined Benefit

Pension Plan for incumbent (grandfathered) employees and retirees shall be on a cost-reimbursement basis. The Defined Benefit Pension Plan costs are non-fee bearing in this contract.

## **B.8 DOE AUTHORIZATION OF WORK**

The Contracting Officer (CO) will authorize work as follows:

- (a) The Contractor's Interim Contract Performance Baseline shall detail the work activities to be performed to cover approximately the first 12 months of performance starting from the Notice To Proceed (NTP). Until DOE approves the Contract Performance Baseline, the Interim Contract Performance Baseline will be used to authorize work for one year pursuant to the Section H clause entitled *INTEGRATED WORK CONTROL SYSTEMS AND REPORTING REQUIREMENTS*.
- (b) After the Interim and Final CPB's have been approved by DOE, the Contractor is authorized to conduct work in accordance with Section C and must work to the respective Contract Performance Baseline (CPB) subject to the limitations of the Section B clause entitled *Obligation and Availability of Funds*. The Contractor shall develop and maintain the CPB in accordance with Section H clause entitled *INTEGRATED WORK CONTROL SYSTEMS AND REPORTING REQUIREMENTS*. As determined to be necessary by DOE, the CO may make changes within the general scope of the contract in accordance with Section I clause FAR 52.243-2 *Changes-Cost Reimbursement*. The CO has review and concurrence authority during the CPB change management process. As additional activities and facilities are deemed available, the baseline change management process will be utilized for work authorization and could result in contract modifications to adjust scope and schedule.
- (c) Within the PWS and as described in Section B.1, specific scope elements contain a priced option. In accordance with FAR 52.217-7 -- Option for Increased Quantity-- Separately Priced Line Item (Mar 1989) and subject to the availability of funding, this work may be added to the contract at the priced value (direct cost plus fee) included at contract award. While this priced scope is included in the PWS, it is not part of the Target Cost or Contract Performance Ceiling until the specific option(s) is exercised.

## **B.9 FEE PAYMENTS**

- (a) Provisional fee payments for the CLIN 00001 and 00002 cost incentives will be paid during the term of the contract on a quarterly basis as work progresses. Quarterly cost incentive fee payments will be paid by taking 80% of the cost incentive target fee and dividing it by the number of quarters in the period of performance. The remaining 20% of target fee will be withheld until the final fee determination is made in accordance with Section B.10.
- (b) Provisional fee payments for the CLIN 00001 Annual Milestones will be paid during the term of the contract on a quarterly basis for AM-1, AM-2 and AM-4, and on annual basis for AM-3, as work progresses and as work is accepted by

DOE in accordance with the Acceptance Criteria and Definitions within Section B.3 (e).

- (c) Provisional fee payments for the CLIN 00001 and CLIN 00002 Schedule Milestones and the CLIN 00001 Performance Incentives will be paid upon completion and DOE acceptance in accordance with the Acceptance Criteria and Definitions within Sections B.3 (e) and B.4 (e). There will be no partial payment of SM-1 through SM-7 or SM-10 through SM-13 for completion of less than all of the work associated with the particular SM.

- (d) If the Contractor meets the acceptance criteria and DOE ID accepts completion for exhumation of PI-2 per B.3 (e) ii and xi, then 70% of the fee associated with AM-2 and PI-2 becomes earned and is no longer subject to the fee 'claw back' per B.6 (b).

If the Contractor meets the acceptance criteria and DOE ID accepts completion for certification of PI-2 per B.3 (e) ii and xi, then 10% of the fee associated with AM-2 and PI-2 becomes earned and is no longer subject to the fee 'claw back' per B.6 (b).

If the Contractor meets the acceptance criteria and DOE ID accepts completion for shipping of PI-2 per B.3 (e) ii and xi, then 20% of the fee associated with AM-2 and PI-2 becomes earned and is no longer subject to the fee 'claw back' per B.6 (b).

- (e) Based on paragraph (a) above and an evaluation of the current CPI/SPI, if it is determined the Contractor will earn less than Target Fee for the cost incentive, the CO may adjust the provisional quarterly cost incentive fee payments downward proportionally, to a minimum of zero. If it is determined the Contractor will earn above Target Fee, the CO may adjust the provisional quarterly cost incentive fee payments upward proportionally, to the Maximum Cost Incentive Fee Amount x 0.80/number of quarters.
- (f) Critical Failures (PI-3): This Performance Incentive is specific to CLIN 00001. Fee may be reduced by the Government to the extent the Contractor's performance is inadequate in the described areas per Section B.3(e)(xii). The Contracting Officer has discretion for the degree of the fee reduction up to the maximum fee amount for the Critical Failures Performance Incentive (PI-3) referenced in the CLIN 00001 ICP-Core CPIF Hybrid Fee Model per Section B.3(e). The Contracting Officer also has the discretion to allow the Contractor to correct performance issues and potentially recover withheld fee. Quarterly provisional fee payments will be paid by taking 80% of the PI-3 fee and dividing it by the number of quarters in the period of performance. The remaining 20% of the PI-3 fee will be withheld until the final fee determination.
- (g) CLIN 00003 fee for scope identified under Section C.7.3 will be earned and paid during the term of the contract on a quarterly basis as work progresses. Quarterly fee payments will be paid by taking the total amount of fee and dividing it by the number of quarters in the contract period of performance. The only exception is if the Contractor completes Section C.7.3 scope prior to the end of the contract

period of performance. Under this scenario, and subsequent to DOE verifying that the scope has been completed in its entirety, all remaining fee identified for this task shall be earned and paid.

Fee for all other scope added to CLIN 00003 will be earned and paid upon successful completion of the scope and verification of successful completion by DOE. The only exception to this is if the contract modification adding the new scope has a provisional aspect clearly listing that part of the fee may be earned during scope execution and not just at scope completion.

- (h) CLIN 00006 fee will be earned on a per unit basis and will be paid during the term of the contract option on a quarterly basis as work progresses. Quarterly fee payments will be paid by taking the total number of gallons of sodium bearing waste treated within that quarter and multiplying it by the fixed fee per unit rate per Section B.2.
- (i) RESERVED

## **B.10 FINAL FEE DETERMINATION**

The final fee determination for the work scope with the contract period of performance will be calculated in the following manner:

- (a) **CLIN 00001 and 00002 Final Fee Calculations:**
  - i. If all work in the PWS and thereafter added under FAR 52.243-2 Changes-Cost Reimbursement clause is not completed by the end of the contract period of performance the target cost will be reduced by the direct budgeted cost of work scheduled (BCWS) that was not completed. The calculation will be the direct portion of the Budgeted Cost of Work Scheduled at Completion minus the direct portion of the Cumulative Budgeted Cost of Work Performed. This target cost reduction will occur prior to the cost incentive fee calculation. The target fee will also be reduced accordingly. The cost incentive will be calculated as per Section B.3(c) for CLIN 00001 and B.4(b) for CLIN 00002.
  - ii. Final Fee for Schedule Milestones, Annual Milestones and Performance Incentives will be calculated upon completion and DOE acceptance in accordance with the Acceptance Criteria and Definitions within Sections B.3(e) and B.4 (e).
- (b) **CLIN 00003 Final Fee Calculations:**

Payment to the Contractor will be the fee amount that is fixed at the inception of the contract per Section B.2. The fixed fee does not vary with actual cost, but may be adjusted at Section B.2 as a result of changes in the work to be performed under the contract. The final fee calculation will be equal to the final negotiated fee amount per Section B.2 that may be adjusted throughout the contract period of performance as a result of changes in the work to be performed under the contract.

(c) **CLIN 00006 Final Fee Calculations:**

If the sum of provisional fee payments made during the period of the contract is greater than the overall fee that is calculated at the final fee determination, the Contractor shall reimburse the amount of fee already paid that is greater than the fee earned and shall pay interest to DOE in accordance with the prevailing Treasury rate(s) in effect at the time the payments were made. Any required reimbursement(s) to DOE shall be made within 45 business days of the CO final fee determination.

- (d) If the sum of provisional fee payments made during the period of the contract is greater than the overall fee that is calculated at the final fee determination, the Contractor shall reimburse the amount of fee already paid that is greater than the fee earned and shall pay interest to DOE in accordance with the prevailing Treasury rate(s) in effect at the time the payments were made. Any required reimbursement(s) to DOE shall be made within 45 business days of the CO final fee determination.

**B.11 ALLOWABILITY OF SUBCONTRACTOR FEE**

- (a) If the Contractor is part of a teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements, the team shall share in the Total Maximum Fee as shown in Section B.2 (c). Separate, additional subcontractor fee is not an allowable cost under this Contract for individual team members, or for a subcontractor, supplier, or lower-tier subcontractor that is a wholly-owned, majority-owned, or affiliate of any team member.
- (b) The subcontractor fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business(es); (2) Protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause entitled, Mentor- Protégé Program; (3) subcontractors under a competitively awarded firm-fixed price or firm-fixed unit price subcontract; or (4) commercial items as defined in FAR Subpart 2.1, Definitions.

**B.12 OBLIGATION AND AVAILABILITY OF FUNDS**

- (a) **Obligation of Funds.** Total funds in the amount of \$(see current funding modification and accompanying detailed funding profile) are obligated herewith and made available for payment of allowable costs and fee earned from the effective date of this contract through contract completion pursuant to the FAR Clause 52.232-22, "Limitation of Funds."
- (b) **Availability of Funds.** Except as may be specifically provided in the Section I Clause DEAR 952.250-70, "Nuclear Hazards Indemnity Agreement," the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.

**B.13 CLIN 00004 - AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT**

- (a) The Contract Transition Period will begin with the issuance of a Notice to Proceed (NTP) by DOE. The Transition Period is estimated to be 90 days. During the Transition Period, the Contractor shall bring to the site its management team (including, but not limited to all Key Personnel) and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability, as authorized by the CO. The Contractor shall coordinate its activities with DOE and the incumbent Contractor to accomplish these activities (see PWS Section C.2.0) in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort.
- (b) There will be no fee for the transition period. However, the transition costs are included in the Contract Performance Ceiling.

**B.14 MATERIAL DIFFERENCES**

The Contractor shall identify any material differences in the actual contract conditions compared to the projected status established in the Request for Proposal (RFP), and shall identify and provide the Contracting Officer with a listing of such differences within 30 days after the Contract Effective Date so that the “true-ups” may be completed within 180 days of Contract Effective Date. Untimely submissions will not be considered. After the Contractor’s Material Difference submission, the DOE and the Contractor will negotiate the final list of Material Differences that may require a change to the contract. If the Material Differences require changes to the contract as agreed to by DOE, the Contractor shall submit a change proposal in accordance with Section I clause FAR 52.243-2 *Changes-Cost Reimbursement*, after receipt of a written order from the Contracting Officer. The baseline (see Section H clause INTEGRATED WORK CONTROL SYSTEMS AND REPORTING REQUIREMENTS, part B, Baseline Development and Performance Reporting) shall be modified to reflect the accepted changes within 30 days after the executed contract modification associated with those changes as the baseline must align with the contract.

**B.15 ADVANCE UNDERSTANDING - CHANGES TO COST AND FEE**

- (a) The Contractor is responsible for total performance under this contract, including selecting the specific approaches and methods to perform all work. For all contract work within the control of the Contractor, the consequences of any adverse Contractor work performance; consequences of any regulatory actions in response to adverse Contractor work performance; and/or inability to accomplish the Contractor’s proposed technical approach shall not be a basis for an upward adjustment to fee(s), or Contract Performance Ceiling.
- (b) The Government reserves the right to add work scope in support of the mission of the Idaho National Laboratory to be completed by the Contractor prior to contract completion. Fee earned as a result of completion of additional work scope will be subject to the fee limitations stipulated in B.2. The CO may initiate a change or consider Requests for Equitable Adjustment (REA) to the Contract Price and/or

Schedule in accordance with the Section I Clause entitled, FAR 52.243-2, Changes – Cost Reimbursement.

- (c) REAs shall be submitted in accordance with FAR part 15, specifically FAR Table 15- 2, and must be in compliance with all applicable Cost Accounting Standard (CAS) and in accordance with the Contractor’s Disclosure Statement. Cost related to REAs shall be in accordance with the Section I Clause entitled, FAR 52.243-6, Change Order Accounting.
- (d) Cost and fee negotiations relating to any cost for any added/deducted change to the contract will be based on the incremental change to the cost when compared to the proposed costs contained in the contractor’s awarded proposal.
- (e) DOE intends to obligate funding to the Contract in accordance with the following funding profile:

Funding Profile (in \$M):

CLIN	Transition (March 1, 2016 through May 31, 2016)	Contract Period 1 (June 1, 2016 through September 30, 2016)	Contract Period 2 (October 1 2016 through September 30, 2017)	Contract Period 3 (October 1, 2017 through September 30, 2018)	Contract Period 4 (October 1, 2018 through September 30, 2019)	Contract Period 5 (October 1, 2019 through September 30, 2020)	Contract Period 6 (October 1, 2020 through May 31, 2021)	Total
CLIN 00001– Target ICP- Core DOE Mission Work (including options)		\$100M	\$312M	\$327M	\$288M	\$242M	\$105M	\$1,374M
CLIN 00002 – NNPP-PPF				\$30M	\$30M	\$30M		\$90M
CLIN 00003 – NNPP-SNF		\$21M	\$21M	\$17M				\$59M
CLIN 00004 - Transition	\$6M							\$6M
CLIN 00005 - Defined Benefit Pension Plan Costs								\$70.9M*
CLIN 00006 – IWTU		\$16M	\$42M					\$58M
Total	\$6M	\$137M	\$375M	\$374M	\$318M	\$272M	\$105M	\$1,587M

*\*Funding for CLIN 0005 is included in the \$1,587M total; the annual funding amount will be determined by the Contractor based on necessary contribution for benefits depending on actual annual resources through coordination with the Contracting Officer.*

- (f) The provided funding profile represents the Government’s current estimate of future funding. Actual funding may be greater or less than these estimates. The above funding profile is an estimate only, not a guarantee of funding, and there is no commitment by DOE to request funds equivalent to this assumed funding. Available funds depend on Congressional appropriations and priorities within the DOE.

- (g) Once the original/contract award direct cost value of \$975,624,953 is exceeded by \$1 as a result of any contract modification that increases the direct cost, an incremental change to CLIN 00001 Indirect Target Cost Pool will be made by applying an agreed to fixed rate of 18% of the corresponding Direct Cost for the contract change. Conversely, the 18% fixed POH rate will be applied to all cost reductions until the contract value of \$975,624,953 is reached. Once it has been reached, no adjustments in POH will occur until the contract has exceeded the original value.

NOTE: The value of \$975,624,953 includes the direct costs for all CLINs (including priced options) except CLIN 00005 - Defined Benefit Pension Plan Costs.

Both parties agree this is the methodology that will be used for the remaining contract period of performance. Should incremental POH be incorporated under this contract, the negotiated indirect cost will not receive the 18% POH fixed rate. Pension and G&A rates are excluded from this fee calculation and remain non-fee bearing.

#### **B.16 CONDITIONAL PAYMENT OF FEE**

Based on the importance DOE places on the Contractor's or contractor employees' compliance with the terms and conditions of this contract relating to environment, safety and health (ES&H) (which includes worker safety and health and performance under an approved Integrated Safety Management System (ISMS)) and the safeguarding of restricted data and other classified information, fee determinations are subject to unilateral reductions. See Section I clause DEAR 952.223-76 *Conditional Payment of Fee or Profit – Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health*.

#### **B.17 PROVISIONAL PAYMENT OF FEE**

- (a) Notwithstanding any other term or condition of this contract to the contrary, this clause applies to and has precedence over all other terms and conditions of this contract that provide for provisional payment of fee.
- (b) The Contractor must notify the Contracting Officer immediately if it believes any incongruence exists between this clause and any other term or condition of this contract that provides for provisional payment of fee. If a term or condition of this contract provides for provisional payment of fee but fails to include all of the requirements of this clause, that term or condition will be considered to include the omitted requirements.
- (c) This clause conforms to the Federal Acquisition Regulation and Department of Energy fee policy and constructs. The following definitions and concepts apply.
- (1) *Price* means cost plus any fee or profit applicable to the contract.
  - (2) The terms *profit* and *fee* are synonymous.

- (3) *Incentive* means a term or condition whose purpose is to motivate the Contractor to provide supplies or services at lower costs, and in certain instances with improved delivery or technical performance, by relating the amount of profit or fee earned to the Contractor's performance.
  - (4) *Earned fee* for an incentive means fee due the Contractor by virtue of its meeting the contract's requirements entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the contract for earning fee.
  - (5) *Available fee* for an incentive means the fee the Contractor might earn but has not yet earned.
  - (6) *Provisional payment of fee* for an incentive means the Government's paying available fee for an incentive to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee.
  - (7) Provisional payment of fee has no implications for the Government's eventual determination that the Contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The Contractor could, for example, receive 100% of possible provisional fee payments yet not earn any fee (the Contractor would be required to return all of the provisional fee payments). The Contractor could, for example, receive 0% of possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government's determination that the Contractor had earned the associated available fee for the incentive).
  - (8) *Clause* means a term or condition used in this contract.
- (d) This contract's price, incentives included in its price, and all other terms and conditions reflect the Government's and the Contractor's agreement to link, to the maximum extent practical, the Contractor's earning of fee to its achievement of final outcomes rather than interim accomplishments.
- (e) Certain terms and conditions of this contract provide for provisional payment of fee for certain incentives. Other terms and conditions of this contract provide for each such incentive the requirements the Contractor must meet to earn the fee linked to the incentive. The terms and conditions of this contract that provide for provisional payment of fee for certain incentives include for each such incentive the requirements the Contractor must meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
- (f) The Contracting Officer, at his/her sole discretion, will determine if the Contractor has met the requirements under which the Government will be obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.
- (g) If the Contracting Officer determines the Contractor has not met the requirements to retain any provisionally paid fee and notifies the Contractor, the Contractor must return that provisionally paid fee to the Government within 30 days: (i) the Contractor's obligation to return the provisional paid fee is independent of its intent to dispute or its disputing the Contracting Officer's determination; and (ii) if

the Contractor fails to return the provisionally paid fee within 30 days of the Contracting Officer's determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor's failure, may deduct the amount of the provisionally paid fee from: amounts it owes under invoices; amounts it would otherwise authorize the Contractor to draw down under a Letter of Credit; or any other amount it owes the Contractor for payment, financing, or other obligation.

- (h) If the Contractor has earned fee associated with an incentive in an amount greater than the provisional fee the Government paid to the Contractor for the incentive, the Contractor will be entitled to retain the provisional fee and the Government will pay it the difference between the earned fee and the provisional fee.

#### **B.18 AGREEMENTS TO PROVIDE SERVICES TO OTHER INLSITE CONTRACTORS AND/OR OTHER DOE CONTRACTORS**

In its sole discretion, the ICP Core Contractor is authorized to enter into agreements to provide services to other INL Site contractors or INL Site customers (e.g., support from the ICP Core Contractor's Waste Generator Services group to other INL Site contractors). Further, on a case-by-case basis, and at the sole discretion of the Department of Energy, Idaho Operations Office (DOE-ID), the ICP Core Contractor may enter into agreements to provide services to DOE or DOE contractors at other DOE sites. DOE's advance approval to enter into agreements with DOE or DOE contractors at other DOE sites shall be in writing and signed by the DOE-ID Contracting Officer. Such written approval must be obtained prior to the ICP Core Contractor taking any final action to enter into such an agreement. For agreements to provide services to other INL Site contractors or INL Site customers, the ICP Core Contractor will provide informational copies of all agreements to the DOE-ID Contracting Officer 5 business days prior to the entry into such agreements. All activities related to providing service under any agreements shall: 1) be performed on a non-interference basis with the DOE work under the ICP Core contract; 2) Except as otherwise provided in writing by the Contracting Officer, result in no-cost to DOE under the ICP Core contract, including the earning of any additional fee, although the Contractor can earn fee outside its ICP Core scope; 3) not impact any CLIN, scope, or fee under the ICP Core contract; and 4) be accounted for in a manner consistent with DOE approved charging practices for such work.

#### **B.19 COST ESTIMATES**

In accordance with Section B.15 *Advance Understanding – Changes to Cost and Fee*, upon request, the Contractor shall provide an adequate cost estimate as prescribed under FAR 15, Table 15-2 *Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data are Required*. The Contractor will be reimbursed for all reasonable, allocable and allowable costs for the development of cost estimates as requested by the Contracting Officer. However, there will be no incremental increase in the target/estimated cost or fee for the cost estimate if work is added to specific scope(s) that are already identified in Section C. Conversely, for work scope not specifically identified in Section C, DOE-ID will authorize an incremental increase up-to value of \$15K in direct costs for these cost estimates. These costs must be reasonable, allowable and allocable. The contract performance ceiling (CPC) will increase correspondingly in

accordance with Section B.6. The listing below is a sampling of future potential directed change orders; however, it is not all inclusive. For scope activities that are not identified in the listing below, both parties must be willing to have an open dialogue/discussion prior to DOE-ID requesting the cost estimate to avoid any miscommunication.

#### IN SCOPE

- a. Section C.6.2 Calcine Disposition
- b. Section C.6.1 Integrated Waste Treatment Project (IWTU) (specifically excludes any additional storage or concrete over packs for end products, if required)
- c. Section C.5.3 RH-TRU Waste Disposition
- d. Section C.7.0 Spent Nuclear Fuel
- e. Section C.7.3 Navy Nuclear Propulsion Program (NNPP) SNF
- f. Section C.7.4 CPP-603 Large Cask Adaptation Project Turnover (specifically excludes any future building modifications)

#### OUT OF SCOPE

- a. Decontamination and Demolition (D&D) (excluding what's specifically defined in Section C.6.4 MFC D&D)

Should DOE-ID receive an unexpected influx of funding which requires an acceleration of out-year work scope to be added to the ICP Core contract (similar to the American Recovery and Reinvestment Act funding in 2009), DOE-ID will consider a fair and reasonable incremental cost and fee for the development of such cost estimates. The CPC will also increase correspondingly in accordance with Section B.6. DOE-ID will also adjust the cost, fee and CPC for DOE-ID requested cost estimates which are ultimately not incorporated.