

PART I – THE SCHEDULE

**SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS
TABLE OF CONTENTS**

B.1 TYPE OF CONTRACT AND SERVICES BEING ACQUIRED.....1

B.2 COST AND FEE.....1

B.3 OBLIGATION OF FUNDS.....10

B.4 ALLOWABILITY OF SUBCONTRACTOR FEE10

B.5 DEPARTMENT OF ENERGY (DOE) AUTHORIZATION OF WORK.....10

**B.6 ADVANCED UNDERSTANDING - CHANGES TO CONTRACT COST AND
CONTRACT FEE11**

B.7 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT11

B.8 TRANSITION ACTIVITIES.....12

B.1 TYPE OF CONTRACT AND SERVICES BEING ACQUIRED

This is a performance-based cost-plus-award-fee contract with performance based incentives for the West Valley Demonstration Project (WVDP) and includes the facility disposition, stewardship, maintenance and operational activities as currently authorized under the existing regulatory framework at WVDP. The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. This contract applies performance-based contracting approaches and expects the Contractor to implement techniques that emphasize safe, efficient, and measurable results.

B.2 COST AND FEE

1. Contract Transition

a. Total Estimated Transition Cost: \$2,499,344.00

2. Contract Performance

a. Total Contract Estimated Cost: \$877,229,589.94
(inclusive of all cost, fee bearing and non-Fee bearing and costs from section 3 below)

b. Total Contract Fee Bearing Cost: \$683,782,888.39

c. Total Contract Non Fee Bearing Cost: \$193,446,701.55

Total Cost – Lagoon 3	\$2,972,401.00
Total Cost – SPRU	\$2,874,465.31
Total Cost – PBS-20 Additional Security	\$3,829,109.00
Total Cost – Cost Variance Evaluated and determined to be allowable and allocable to the contract	\$183,770,726.24

3. Total Contract Fee: \$49,826,107.48

Fee Component 1: Final Earned Target
Schedule/Incentive Fee/Award Fee/Firm Fixed Fee

a. Fee Earned as of mod 0303 \$24,361,526.48

Final Earned Fee for MS01 – MS04	\$ 11,607,986.61
Final Earned Schedule Incentive Fee	\$ 8,782,000.00
Adjustment for completion of MS01-MS02	
Earned Award Fee through 2/28/19	\$ 3,641,303.00

Total Contract Outside Target Fee	\$	330,236.87
Total Firm Fixed Fee – Lagoon 3	\$	155,380.00
Total Firm Fixed Fee – SPRU	\$	174,856.87

Fee Component 2: Performance-Based Incentives (PBI's) Fee (fee to be earned)

a. Total Fee Component 2: PBIs Fee **\$25,464,581.00**

Fee component 2 consists of previous interim milestones (MS03 and MS04) that were not completed prior to Contract Modification 0245, and other fee negotiated per Mod 0245. This includes the General Purpose Cell (GPC) Deactivation, Fuel Receiving and Storage Facility (FRS) Deactivation, Product Purification Cell (PPC)-South Additional Source Reduction, and an Objective Performance Incentive (OPI) attached to Contractor Excellence.

PBI #	Description	Fee Value	Target Completion Date
PBI # 1	Demolition and Removal of MPPB	\$16,329,086	11/4/2024
PBI # 2	Completion of PWS	\$4,661,695	11/4/2024
PBI # 3	Award Fee Performance Incentive	\$4,473,800	11/4/2024
Total Fee		\$25,464,581	

4. Total Contract Value \$929,555,041.34

5. Advance Understanding - Changes to Cost and Fee

The Government reserves the right, dependent on the availability of funds to add new, in-scope work in support of the EM mission at the West Valley Demonstration Project to be completed by the Contractor prior to contract completion. The CO will perform best efforts to initiate a change or consider a request for an equitable adjustment to the contract price, in accordance with the Section I Clause entitled, FAR 52.243-2, Changes – Cost Reimbursement.

6. Fee Determination

Table 1 – Milestones, Fee Paid and Earned

	<i>Milestone</i>	<i>Target Fee Earned and Paid</i>	<i>Schedule Incentive Fee Earned</i>	<i>Total Fee Earned</i>
1	<i>Complete High Level Waste (HLW) Canister Relocation at WVDP in accordance with Completion Criteria established in Section B.2.7.e.i</i>	\$5,905,164.73		\$5,905,164.73
2	<i>Process, ship and dispose of legacy waste off-site in accordance with Completion Criteria established in Section B.2.7.e.ii</i>	\$2,565,255.09		\$2,565,255.09
	<i>Agreed Schedule Incentive Earned for Milestones 1&2</i>		\$8,782,000.00	\$8,782,000.00
3	<i>Demolition and Removal of the Main Plant Process Building (MPPB) and the Vitrification (Vit) Facility in accordance with Completion Criteria established in Section B.2.7.e.iii</i>	\$1,332,124.22		\$1,332,124.22
4	<i>Complete all work described in the Performance Work Statement in accordance with Completion Criteria established in Section B.2.7.e.iv</i>	\$1,805,442.58		\$1,805,442.58
	<i>Total Milestones Earned and Paid to date</i>	\$11,607,986.62	\$8,782,000.00	\$20,389,986.62
	<i>Award Fee Earned to date</i>			\$3,641,303.00
	<i>Out of Target Fixed Fee Earned</i>			\$330,236.87
	<i>Total Fee Earned to date</i>			\$24,361,526.48

a. **Award Fee (PBI Fee, PI fee, and subjective award fee):** The amount of award fee earned will be determined in accordance with the following:

- i. The Contractor shall not earn any fee for contract transition.
- ii. The total available award fee for the contract period can be earned through primarily objective with some subjective fee components consisting of award fee criteria. The PBIs shall be mutually agreed between the parties and subsequently incorporated in to the Performance Evaluation Measurement Plan (PEMP). The PBI components and available award fee will be provided in the PEMP.
- iii. The CO will prepare and issue the PEMP after contract award and anytime after on an as needed basis. The CO may provide draft award fee criteria for Contractor review and input; however, the CO reserves unilateral discretion to issue and modify the PEMP without Contractor review provided that modifications related to PBIs are mutually agreed by the parties.
- iv. The PEMP may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

v. **CONTRACTOR EXCELLENCE**

- (a) It is a prerequisite of this contract that the Contractor shall accomplish the work in a safe and efficient matter. It is the expectation that the Contractor shall exceed minimum performance, and will strive to achieve Contractor Excellence in the performance of this work in all areas, but specifically related to the following: safety, regulatory, quality, facilities maintenance and other infrastructure, management of the Contractor's team, and project management. To this end, the Government may withhold Award Fee to the extent that the Contractor's performance is deemed lacking in these areas as measured by the Award Fee Incentive PBI 03 criteria bilaterally approved by CHBWV and DOE. The Fee Determining Official has discretion for the degree of the fee reduction but shall be reasonable based on the degree of non-achievement of the PBI 03 criteria. As the intent of this clause

is to encourage Contractor Excellence, upon successful completion of corrective actions and at the discretion of the Fee Determining Official, the Contractor may potentially recover any and all withheld fee.

- b. **Completion Criteria:** The schedule incentive fee determinations will be based on the milestone completion dates and the cost incentive will be based on total actual allowable costs to complete all the work specified in the contract. Final acceptance will be governed by Section E and by the completion criteria specified below for each Milestone:

- i. **Milestone 1**

- (1) **Title:** Complete High Level Waste (HLW) Canister Relocation at WVDP
 - (2) **Description:** The Contractor shall be responsible for all planning, coordination, certification, regulatory approval, management and labor necessary to complete all activities required to relocate the HLW in accordance with the Performance Work Statement.

The Contractor shall be responsible for completion of all actions required to accomplish the work described herein including but not limited to obtaining all licenses, permits, approvals, etc. necessary to accomplish work required to meet this milestone, as well as identification and resolution of impediments and obstacles to successful completion of the milestone.

- (3) **Completion:** The Contractor shall have completed the following activities. Completion of these activities will achieve the HLW Canister Relocation.
 - (a) Complete modifications, as necessary, to the HLW Interim Storage Facility (the former Chemical Process Cell in the MPPB), the Equipment Decontamination Room, and the Load-In/Load-Out Facility to support removal and packaging of the HLW;
 - (b) Complete construction of the Cask Storage Pad;
 - (c) Complete construction of the HLW Storage System;
 - (d) Obtain necessary licenses and/or certifications for the storage system;

- (e) Obtain NRC Certificate of Compliance for shipping of HLW;
- (f) Obtain approval for all necessary changes to the Waste Form Compliance Plan (WCP);
- (g) Complete upgrades, as necessary, to support relocation of canisters from HLWISF to the HLW pad, to site roadways and facilities;
- (h) Complete all required readiness reviews/evaluations; and
- (i) Complete the relocation of 275 Vitrified High Level Waste (HLW) Canisters, canister WV-413, and two evacuated canisters WV-997 and WV-998, from the HLW Interim Storage Facility, and other HLW forms as may be applicable, to a new HLW Canister Interim Storage System
- (j) The Contractor shall disposition all waste resulting from work required to complete this milestone that has a path for disposal, and characterize and package all waste without a pathway for disposal. All soils generated from activities related to construction of the HLW storage pad are not considered waste in the context of this requirement, with the exception of the soils excavated during the construction of the HLW pad containing elevated radiological materials and contained in intermodal containers.
- (k) Property records identifying and tracking appropriate handling and disposition of property affected during completion of this milestone are considered sufficient evidence that property was handled appropriately.

(4) Completion Documents List:

- (a) Costs, manpower, resources, and schedules used to complete this milestone;
- (b) Activities conducted to complete this milestone;
- (c) As-built and revised facility/site drawings and documentation of utility re-routing and isolations or operability;
- (d) Lessons learned and issue resolution;
- (e) HLW volumes removed, processed, repackaged and stored;
- (f) Container and configuration data records for HLW including a revised Waste Compliance Plan, Waste Qualification Reports and Storage and Shipping records as specified in DOE/EM-0093 Waste Acceptance Products Specifications for Vitrified High-Level Waste Forms (WAPS);
- (g) Radiological/Characterization Surveys (pre and post) of

the HLW Container Interim Storage System location; and Haul Road;

- (h) NRC Certificate of Compliance to ship HLW canisters;
- (i) Inventory of Waste Containers generated by the project; documented evidence of waste shipped to approved disposal facilities and documentation of waste containers without a pathway for disposal generated by the project: location, contents and characterization.

(5) **Technical Boundary Conditions:** The work will be performed in conformance with approved procedures governing waste packaging, characterization, storage and/or shipping and disposal.

(6) **Assumptions:** The work associated with the activity shall be completed in accordance with contract terms and conditions, full compliance with Integrated Safety Management System (ISMS) and Environment, Safety and Health (ES&H) requirements. The Site Wide Characterization Contractor will survey soils below and in the vicinity of the HLW Container Interim Storage Facility prior to construction.

ii. Milestone 2

(1) **Title:** Process, ship and dispose of Legacy Waste off site in accordance with Attachment C-12.

(2) **Description:** The Contractor shall be responsible for all planning, coordination, management and labor necessary to ship Legacy Waste for final off-site disposal at a DOE approved facility in accordance with the Performance Work Statement. Contractor shall provide a schedule and detail of any additional waste retrieval facility modification activities for accomplishing work required to complete this milestone. The schedule shall be provided to DOE at least 5 days prior to the first scheduled activity in the plan. Contractor shall be responsible for completion of all actions required to accomplish the work described herein including but not limited to obtaining all licenses, permits, approvals, etc. necessary to accomplish work to complete this milestone, as well as identification and resolution of impediments and obstacles to successful completion of the milestone.

(3) **Completion:** Contractor will dispose of the Legacy Waste at an approved off-site licensed disposal facility. All waste without a pathway for disposal and other legacy waste as

identified in Table C-12, shall be safely and cost effectively stored on-site for the duration of the contract. All legacy waste that is to remain onsite beyond completion of the contract is to be placed into its anticipated long term storage location to satisfy completion. The Contractor will provide to DOE for approval an approach for utilizing any facility for the storage of legacy waste at the completion of this contract. All physical activities shall be completed prior to the end of the contract period. [Note: Evidence of waste shipment is NOT evidence of completion – only evidence that the waste has been accepted at an appropriate receiver site is proof of completion.] For waste where liability is attached until final disposal is complete, the only acceptable proof of completion is actual disposal records. All activities shall be completed no later than April 02, 2019.

(4) Completion Documents List:

- (a) On a monthly basis, the Contractor shall transmit a report to DOE that identifies the volume of legacy waste inventory removed from the site (production rate) compared to a planned disposition rate on fiscal year and cumulative basis. The report will identify the volume of the legacy waste inventory remaining, the waste type, the number (and volume) of waste packages prepared for shipping, any issues encountered, and lessons learned regarding this activity. The monthly report will be transmitted as part of routine operations.
- (b) A final report will be provided after documentation is received confirming final off site disposal of all waste documenting the final data roll-up from the monthly reports, and the cost, schedule, manpower and resources used to complete this activity. Documentation of the waste volumes removed, container data records, disposal facility receipt documentation, and evidence of disposal are acceptable documentation of completion of work required to complete this milestone. Prior to the conclusion of each Calendar year, the Contractor SHALL transmit a report to DOE that summarizes waste management activities for the completed Fiscal year. The report SHALL include a comprehensive list of all waste packages located on-site along with the following information:
 - 1. Container Identification Number,
 - 2. Container Type,
 - 3. Waste Type,
 - 4. Volume,

5. Location,
6. Traceability data for all waste subject to sorting, consolidation, repackaging and/or relocation efforts, and

A reconciliation of volumes shipped against the volume remaining on-site including a comparison to the previous Fiscal year's accounting.

- (c) A no pathway waste storage inventory report, documenting individual containers that will remain onsite and summary data to include; Container Identification Number (ID#), waste type (radiological and/or hazardous), container type, volume, location, and any pertinent status.

(5) **Technical Boundary Conditions:** The work will be performed in conformance with approved procedures governing waste packaging, characterization, storage and/or shipping and disposal.

(6) **Assumptions:** The work associated with the activity shall be completed in accordance with contract terms and conditions, full compliance with ISMS and ES&H requirements.

d. Final Fee Determination

- a. The final fee determination will be calculated by the Contracting Officer when the Contractor has completed all activities included in the Performance Work Statement and in accordance with Section B.2. The final fee payment will be the difference between the final fee determination minus the sum of quarterly provisional fee payments and award fee payments made throughout the performance of the contract.
- b. If the sum of quarterly provisional fee payments and award fee payments made during the period of the contract is greater than the overall fee that is calculated by the Contracting Officer in his/her final fee determination, the Contractor shall reimburse the amount of fee already paid that is greater than that earned.
- c. The Final Fee Determination will exclude the following earned fee:
 1. Earned fee for completion of Milestones 1-4 as referenced in Table 1
 2. Earned fee for the completion of Out-of-Target Scope (\$330,236.87)
 3. Earned Award Fee in the amount of \$3,641,303 (as of August 28, 2020)
 4. Earned fee for the completion of the Performance Based Incentives (PBIs) exclusive of the Award Fee portion upon DOE approval of completion documentation

5. Earned Award Fee during the period of March 1, 2020 – November 4, 2024.

B.3 OBLIGATION OF FUNDS

Pursuant to the clause in Section I, FAR 52.232-22, Limitation of Funds, total funds in the amount of \$869,635,570.87 have been allotted for obligation and are available for payment of services provided from the effective date of this contract.

B.4 ALLOWABILITY OF SUBCONTRACTOR FEE

- (a) If a company is part of a teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements, it shall share the total available fee of the contract with the other companies of the team in accordance with the teaming arrangement agreement. The FAR 31.205-26(e) restrictions on profit/fee regarding sales or transfers between any divisions, subdivisions, subsidiaries, or affiliates of the “contractor” shall apply to both the Contractor Team Arrangement and to the individual companies of the Contractor Team Arrangement. Additionally, separate, additional fee is not an allowable cost under this contract for subcontractors, suppliers, or lower-tier subcontractors that are wholly-owned by any team member, majority-owned by any team member, or affiliates of any team member.
- (b) The fee restriction in paragraph (a) does not apply to members of the Contractor's team that are: (1) small business(s); (2) protégé firms as part of an approved Mentor-Protégé relationship under the Section H Clause, Mentor-Protégé Program; or (3) subcontractors under a competitively awarded firm-fixed-price or firm-fixed-unit-price subcontract.

For the purposes of this clause, the term “company” shall include universities and non-profit organizations.

B.5 DEPARTMENT OF ENERGY (DOE) AUTHORIZATION OF WORK

The CO will authorize work as follows:

- (a) The Contractor is authorized to conduct work in accordance with the approved baseline, subject to the limitations of the Section B clause, Obligation of Funds.
- (b) The Contractor’s initial Project Baseline Summary (PBS) Budget Allocation Plan shall detail the work activities to be performed. Until DOE approves the contractor’s baseline, the PBS Budget Allocation Plan will be used to authorize work.

- (c) After the baseline has been approved by DOE, the Contractor shall work to the baseline. The Contractor shall develop and maintain the baseline in accordance with Clause H.18, Project Control Systems and Reporting Requirements. When required, the CO may make changes within the general scope of the contract in accordance with the Changes clause. The CO has review and concurrence authority during the baseline 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.

B.6 ADVANCED UNDERSTANDING - CHANGES TO CONTRACT COST AND CONTRACT FEE

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 the fee(s) of the contract.

The Contractor is entitled to a change in contract cost, but not fee, for contributions to any defined benefit pension plan or medical plan.

B.7 AUTHORIZATION OF TRANSITION COSTS UNDER THE CONTRACT

- (a) Contract transition is a 60-day period of time prior to the date the Contractor assumes full responsibility. During the transition period, the Contractor shall perform those activities necessary to be prepared to assume full responsibility for the contract requirements. During the transition period, the Contractor shall bring to the site its management team and other staff necessary to plan and conduct those activities that provide for an orderly transfer of responsibilities and accountability. The Contractor shall coordinate its activities with DOE and the incumbent Contractor so as to accomplish these activities in a manner that will provide an effective transition of personnel and work activities while minimizing the cost of this effort.
- (b) The Contractor shall put into place any agreements it deems necessary between it and other site contractors/subcontractors for provision of services. Any agreement that requires DOE consent will be subject to a 30-day review and approval period.

- (c) All transition costs shall be included in the total estimated cost of this contract.

B.8 TRANSITION ACTIVITIES

- (a) During the transition period, as specified in the clause in Section F entitled "Period of Performance," the Contractor shall perform those activities that are necessary to transition work from the incumbent contractor in a manner that (1) assures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the incumbent contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner. The Contractor is responsible for providing all necessary personnel during the transition period, unless specifically directed otherwise by the Contracting Officer. The Government will provide logistical support (office space, computers, telephone, etc.) to the Contractor during the transition period. The office space provided will be at the Ashford Office Complex located at 9030 US Route 219, West Valley, NY 14171.
- (b) The Contractor shall submit a transition plan and budget to the Contracting Officer for approval on the contract award date. The plan shall include a schedule of major activities, and address as a minimum:
- Communication process among DOE, the incumbent WVDP Contractor, assigned subcontractors, incumbent employees, and other WVDP contractors;
 - Identification of key transition issues and milestones;
 - Identification of a transition team (inclusive of consultants and teaming members, if any);
 - Integration of work packages (direct and indirect) and budgets from incumbent contractors;
 - Approach to minimizing impacts on continuity of operations;
 - Dispute Resolution;
 - Human resource management;
 - Implementation of existing or proposed management and operating systems (e.g., Project Management, Integrated Safety Management Operating Procedures, General Electronic Data Processing, Budget and Planning, Purchasing Material, Compensation, Labor/Payroll, Indirect and Direct Costs, Property Management, Billing and Estimating);
 - A cost breakdown sufficient to support the proposed transition budget;
 - Development of all interface control documents;
 - Assumption of permits, applications, licenses, and other regulatory documents

- (c) During the transition period, the Contractor shall prepare and submit a Statement of Material Differences documenting the material differences between the actual and documented conditions of the systems, facilities, waste sites, property and services.
- (d) After completion of the transition activities contained in the approved transition plan and such other transition activities as may be authorized or directed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing that it is ready to assume full responsibility for the work. The Contractor shall assume full responsibility for the work upon the date specified in writing by the Contracting Officer.