IDAHO CLEANUP PROJECT (ICP) CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P000004 SUBTASK 0701 - IWTU OPERATIONS Task Order 7.1, Subtask 0701 – Integrated Waste Treatment Unit (IWTU) Operations (CLIN 07)

IDAHO CLEANUP PROJECT (ICP)
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Section B - Supplies or Services and Prices/Costs

This Subtask (herein referred to as Task Order 7.1) shall be performed under the following:

Contract Structure	Number	Herein Referred to as	
Indefinite Delivery/Indefinite Quantity Contract	89303321DEM000061	Master IDIQ Contract	
Hybrid Task Order	89304223FEM400000	Hybrid Task Order	
Contract Line Item Number (CLIN)	07	CLIN 07	
Subtask	701	Task Order 7.1	

This subtask shall be performed under Contract Line Item Number (CLIN) 00007 of the Idaho Cleanup Project (ICP) Contract. Section B of the Hybrid Task Order is incorporated by reference. The requisite clause information specific to this Task Order included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (Oct 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Task Order as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) under this Task Order.

B.2 Type of Contract

- (a) DOE-B-2001 Cost-Plus-Fixed-Fee (CPFF) Task Order: Total Estimated Cost and Fixed Fee (Oct 2014) (Revised). In accordance with FAR 16.306, this is a "term form" CPFF TO. Under this form, if the performance is considered satisfactory by the Government, the fixed fee is payable at the expiration of the agreed-upon period, upon the contractor statement that the level of effort specified in the contract has been expended in performing the contract work.
 - (1) This is a term CPFF type task order. In accordance with the clause at FAR 52.216-8, the total estimated cost and fixed fee for this task order are as follows:

Table B-1. Estimated Total Price and Level of Effort.

Total Estimated Cost:	\$219,771,780
Fixed Fee:	\$8,421,020
PMI Fee:	*
Total Estimated Price:	\$228,192,800
Level of Effort (Productive Hours):	1,152,368**

^{*}PMI will be available among all active TO's, however, the entire PMI fee available is managed under TO-3.

^{**}Prior to any modification being complete where additional fee is contemplated, this number of labor hours must be met or exceeded. However, exceeding the agreed to labor hours alone does not constitute a basis for an REA.

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

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CLIN	CLIN Title	CLIN Type	Estimated Cost	Fee:	PMI Fee:	Total Estimated Price:	
07	IWTU Operations	CPFF	\$219,771,780	\$8,421,020	*	\$228,192,800	
CLIN= Contra	ct Line Item Numb	er					

Table B-2. Task Order CLIN Structure.

- (3) Payment of fee will be made in accordance with this clause, Section B.13 of the Master IDIQ Contract, and other applicable clauses of the Hybrid Task Order, such as (b)(1) below.
- (4) CLIN Description:

CLIN 07 – IWTU Operations:

The IWTU Operations scope shall be performed in accordance with Section C.6.1 IWTU Operations of the Master IDIQ Contract and Section C below. Costs are reimbursed based on allowable actual costs billed to the Task Order.

(b) Payment of fee:

(1) Fixed fee under this TO will be invoiced and paid quarterly. To determine the amount of fee to invoice, the fixed fee will be divided by the total number of quarters (eight). The Department of Energy, Idaho Cleanup Project (DOE ICP) will perform an additional evaluation to determine accuracy underruns/overruns experienced. Lastly, 10% of the estimated earned fee will be held until the end of each fiscal year.

B.4 DOE-B-2013 Obligation of Funds (Oct 2014)

(a) Pursuant to the clause of this contract in FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) of *(see current funding modification and accompanying detailed funding profile)* are obligated for the payment of allowable costs.

Section C - Performance Work Statement

C.1 Task Order Requirements

During the execution of TO 7.1, the Contractor shall perform portion of the scope defined in the following PWS section of the Master IDIQ Contract, identified below:

• C.6.1 – Integrated Waste Treatment Unit (IWTU) Operations

The contractor shall operate and maintain the IWTU facility until treatment is complete on all sodium-bearing waste (SBW) in the four Idaho Nuclear Technology and Engineering Center (INTEC) tanks WM-

^{*} PMI will be available among all active TO's, however, the entire PMI fee available is managed under TO-3.

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187, WM-188, WM-189, and WM-190, estimated 900,000 gallons of SBW, and store the granular waste product in the IWTU storage area. This work scope includes, but is not limited to:

- All planned and unplanned facility outages to include granular-activated carbon (GAC) bed changeout.
- Constructing new IWTU vaults
- Canister preparation and fabrication
- Transitioning IWTU nitrogen electric system from Diesel to Electric
- IWTU miscellaneous modifications
- Expansion of the Product Storage Building; and
- Construction of additional support buildings as needed to support operations

It is expected that the contractor will operate and maintain the plant in a way that is most advantageous to the government. Wide latitude is given to the contractor's approach and changing plant conditions.

• C.9.2.01.01 - Project Support Performance Requirements

The Contractor shall prepare a Fiscal Year Work Plans (FYWP) that includes narrative descriptions of the upcoming fiscal year, monthly spend plans and monthly metrics expected to be achieved. The FYWP shall be provided for DOE review for the upcoming fiscal year by September 30. In addition to this annual requirement, the Contractor shall, as requested, provide an updated FYWP that reflects updated projected funding for the fiscal year, actuals costs to date and a current estimate at completion. The Contractor is expected to coordinate with DOE to collaboratively manage funds while executing the performance work statement.

Section D - Packaging and Marking

Section D of the Hybrid Task Order Contract is incorporated by reference.

Section E - Inspection and Acceptance

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

Section F - Deliveries or Performance

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

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F.3 Period of Performance

(b) The overall Period of Performance (POP) of this subtask is anticipated to be October 1, 2023 through September 30, 2025.

Section G - Contract Administration Data

Section G of the Hybrid Task Order is incorporated by reference, as applicable.

Section H - Special Contract Requirements

Section H of the Hybrid Task Order is incorporated by reference.

Section I - Contract Clauses

Section I of the Hybrid Task Order is incorporated by reference.

Additional clause(s):

52.228-15 Performance and Payment Bonds-Construction

Section J - List of Documents, Exhibits, and Other Attachments

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