

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00022	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY EM-Idaho Department of Energy Office of Environmental Management Idaho Cleanup Project 1955 Fremont Avenue Idaho Falls ID 83415	CODE 893042	7. ADMINISTERED BY (If other than Item 6) U.S. Department of Energy Idaho Operations Office 1955 Fremont Avenue Idaho Falls ID 83415	CODE 00701
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) IDAHO ENVIRONMENTAL COALITION LLC Attn: Jason Mack 600 William Northern Blvd Tullahoma TN 373884729		(x)	9A. AMENDMENT OF SOLICITATION NO.
			9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 89303321DEM000061 89304223FEM400000
CODE LQ5ZLNE3EM27	FACILITY CODE		10B. DATED (SEE ITEM 13) 09/08/2023

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended.  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) FAR 52.243-2 - Changes -- Cost Reimbursement (Aug 1987) - Alt I (Apr 1984)

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

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

UEI: LQ5ZLNE3EM27

This modification incorporates the updated Fiscal Year (FY) 2024 fringe, program overhead, and defined benefit pension rates and the adjustment for the legacy contract liabilities (See below for details). This modification also updates the Ten-Year Plan Hybrid Task Order (TO). (See Attachment, Idaho Cleanup Project (ICP) Ten-Year Plan Hybrid Task Order (Redline)).

Correction Note: The information included in the base award OF347, Field 16, Discount Terms incorrectly noted the terms as NET 30. In accordance with Section G.7, payment terms are net 14 calendar days. Contract terms remain unchanged.

Continued ...

Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>KIMBERLY SOUTHWICK</b> (Affiliate)	Digitally signed by <b>KIMBERLY SOUTHWICK</b> (Affiliate) Date: 2024.04.24 09:15:54 -06'00'	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Grace H. Ruiz	16B. UNITED STATES OF AMERICA Digitally signed by <b>JENNIFER CATE</b> Date: 2024.04.24 09:32:44 -06'00'	16C. DATE SIGNED
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**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR  
IDAHO ENVIRONMENTAL COALITION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Payment: OR for Idaho U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Period of Performance: 10/01/2023 to 09/30/2031</p> <p>Change Item 00005 to read as follows (amount shown is the total amount):</p> <p>00005 CLIN 05 SUBTASK 0501 NAVAL REACTORS S1W D&amp;D (TASK ORDER 5.1) Line item value is: \$58,691,405.00 Incrementally Funded Amount: \$23,950,000.00</p> <p>This modification updates TO-5.1, Naval Reactors S1W D&amp;D to adjust the total value for the FY 2024 approved provisional indirect rates and defined benefit pension rate. The TO-5.1 value is increased by \$462,186.00.00 from \$58,229,219.00 to \$58,691,405.00. The increase of \$462,186.00 includes the following:</p> <p>\$(178,534.00) Fringe (rate of 57.95%) \$ 733,581.00 POH (rate of 30.21%) \$( 92,861.00) Pension (rate of 2.20%)</p> <p>The available fee is not impacted by this modification. (See Attachment, Task Order 5.1 - Demolition and Dismantlement (D&amp;D) of the Naval Reactors Facility (NRF) Submarine 1st Generation Westinghouse (S1W) Reactor Prototype and Support Buildings (Redline)).</p> <p>All other terms and conditions remain the same.</p> <p>Change Item 00302 to read as follows (amount shown is the total amount):</p>				58,691,405.00
00302	<p>CLIN 03 SUBTASK 0302 INTEGRATION AND MISSION CONTINUITY (TASK ORDER 3.2) Line item value is: \$662,577,549.00 Incrementally Funded Amount: \$229,703,690.79</p> <p>This modification updates Task Order 3.2, Integration and Mission Continuity to adjust the Continued ...</p>				662,577,549.00

**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR  
IDAHO ENVIRONMENTAL COALITION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00601	<p>total value for the FY 2024 approved provisional indirect rates, defined benefit pension rate, and legacy contract liabilities. The TO-3.2 value is increased by \$15,714,067.00 from \$646,863,482.00 to \$662,577,549.00.</p> <p>The increase of \$15,714,067.00 includes the following:</p> <ul style="list-style-type: none"> <li>\$ (231,080.00) Direct Cost</li> <li>\$ (2,122,051.00) Fringe (rate of 57.95%)</li> <li>\$ 8,155,117.00 POH (rate of 30.21%)</li> <li>\$ 9,912,081.00 Pension (rate of 2.20%)</li> </ul> <p>The available fee is not impacted by this modification. (See Attachment, Task Order 3.2 - Integration and Mission Continuity (Redline)).</p> <p>All other terms and conditions remain unchanged.</p> <p>Change Item 00601 to read as follows (amount shown is the total amount):</p> <p>CLIN 06 SUBTASK 0601 NON-DEFENSE PROJECT (TASK ORDER 6.1) Line item value is: \$9,489,271.00 Incrementally Funded Amount: \$5,636,259.65</p> <p>This modification updates TO-6.1, Non-Defense Project to adjust the total value for the FY 2024 approved provisional indirect rates and defined benefit pension rate. The TO-6.1 value is increased by \$128,745.00 from \$9,360,526.00 to \$9,489,271.00.</p> <p>The increase of \$128,745.00 includes the following:</p> <ul style="list-style-type: none"> <li>\$ (2,946.00) Fringe (rate of 57.95%)</li> <li>\$135,210.00 POH (rate of 30.21%)</li> <li>\$ (3,519.00) Pension (rate of 2.20%)</li> </ul> <p>The available fee is not impacted by this modification. (See Attachment, Task Order 6.1 - Non-Defense Project (Redline)).</p> <p>All other terms and conditions remain unchanged.</p> <p>Change Item 00701 to read as follows (amount shown Continued ...</p>				9,489,271.00

**CONTINUATION SHEET**

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NAME OF OFFEROR OR CONTRACTOR  
IDAHO ENVIRONMENTAL COALITION LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00701	<p>is the total amount):</p> <p>CLIN 07 SUBTASK 0701 IWTU OPERATIONS (TASK ORDER 7.1) Line item value is: \$230,560,521.00 Incrementally Funded Amount: \$78,860,681.42</p> <p>This modification updates TO-7.1, Integrated Waste Treatment Unit (IWTU) Operations to adjust the total value for the FY 2024 approved provisional indirect rates and defined benefit pension rate. The TO-7.1 value is increased by \$2,367,721.00 from \$228,192,800.00 to \$230,560,521.00.</p> <p>The increase of \$2,367,721.00 includes the following:</p> <ul style="list-style-type: none"> <li>\$ (653,992.00) Fringe (rate of 57.95%)</li> <li>\$ 3,120,311.00 POH (rate of 30.21%)</li> <li>\$ (98,598.00) Pension (rate of 2.20%)</li> </ul> <p>The available fee is not impacted by this modification. (See Attachment, Task Order 7.1, Subtask 0701 - Integrated Waste Treatment Unit (IWTU) Operations (CLIN 07) (Redline)).</p> <p>All other terms and conditions remain unchanged.</p> <p>CONTRACTOR'S STATEMENT OF RELEASE: In consideration of the modification agreed to herein as a complete equitable adjustment for the above-stated adjustment identified in this contract action, and in accordance with contract Section H.51, Task Ordering Procedure, the Contractor hereby releases the Government from any and all liability under this contract for further equitable adjustments attributable to such facts or circumstances giving rise to the proposal for adjustment.</p>				230,560,521.00

**From:** [Kreimann-Duane, Ashley A](#)  
**To:** [Delegation of Authority](#); [Salmon, Tony F](#); [Southwick, Shawna A](#); [Killpack, Jason D](#); [Anderson, Jade M](#); [Cooper, Brandy Jo](#)  
**Cc:** [Frick, Joan Catherine](#); [Stark, Tracie Lynn](#)  
**Subject:** Delegation of Authority — Jack MacRae, Sr Director, Business Services & PCO  
**Date:** Thursday, April 18, 2024 4:01:12 PM  
**Attachments:** [image001.png](#)

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**Notification of Delegation of Authority**

**Manager's Name:** **Jack MacRae, Sr. Director, Business Services & PCO**

Phone Numbers: Office No.: 208-533-0010      Cell No.: 208-541-1483

Delegation Starts: Monday, April 22, 2024 @ 6:00 a.m.

Delegation Ends: Monday, April 29, 2024 @ 6:00 p.m.

**Reason for Absence:** Business Travel

**Acting Manager's Name:** **Kimberli Southwick, Deputy/CFO**

Phone Numbers: Office No.: 208-533-3841      Cell No.: 208-770-1622

Signature Authority: Yes

Timecard Approval: Yes

Mail Delegation: NA

**Acting CAM's Name:** **N/A**

Phone Numbers: N/A

CAM Signature Authority: NA

Comments: Will be checking emails periodically.

**Please forward this delegation to others who may have a need to know.**

**Thank you,**

Ashley Kreimann-Duane | *Business Services & Prime Contracts Administrative Assistant* | O: 208.533.0615 | M: 208.906.7992 | [Ashley.Kreimannduane@icp.doe.gov](mailto:Ashley.Kreimannduane@icp.doe.gov) | **Idaho Environmental Coalition** | 1580 Sawtelle St. Idaho Falls, ID 83402 | [www.idahoenvironmental.com](http://www.idahoenvironmental.com) |



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**IDAHO CLEANUP PROJECT (ICP)**  
CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000  
ICP TEN-YEAR PLAN - HYBRID TASK ORDER  
MOD P000~~2249~~

**IDAHO CLEANUP PROJECT (ICP)**  
**TEN-YEAR PLAN**  
**HYBRID TASK ORDER**

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**IDAHO CLEANUP PROJECT (ICP)**  
CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000  
ICP TEN-YEAR PLAN - HYBRID TASK ORDER  
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## Section B - Supplies or Services and Prices/Costs

In accordance with clause B.5 *DOE-B-2015 Task Order Fee/Profit Ceiling*, paragraph (a)(4) *Hybrid Task Orders*, under Contract Number 89303321DEM000061, Idaho Cleanup Project (ICP) Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract (herein referred to as the Master IDIQ Contract), this Hybrid Task Order outlines work to be performed at the Contract Line Item Number (CLIN) for subtasks as identified in the most current ICP Ten-Year Strategic Task Order Plan (TYP). Section B of the Master IDIQ Contract is incorporated by reference. The requisite clause information specific to subtasks awarded under this Hybrid Task Order is included at the subtask level and is consistent with the clause numbering structure established by the Master IDIQ Contract.

Refer to the table below for a list of all anticipated subtasks to be issued under this Hybrid Task Order in accordance with the TYP.

<b>ICP TYP Hybrid Task Order (anticipated subtasks)</b>					
Subtask No.	Award Date	Subtask Title	Subtask Type	Subtask Period of Performance	Subtask Value (Fully Burdened Cost + Fee)
<b>CLIN 03 Integration and Mission Continuity</b>					
301		Reserved			
302	09/22/2023	Integration and Mission Continuity (TO 3.2)	CPAF	10/1/2023 - 9/30/2025	\$ <u>662,577,549</u> <u>646,863,482</u>
<b>CLIN 04 RWMC Closure</b>					
401		Reserved			
402	TBD	SDA Cap Installation (TO 4.2)	CPIF	TBD	TBD
403	TBD	AMWTP Storage Facility RCRA Closure and Demo (TO 4.3)	TBD	TBD	TBD
404	TBD	AMWTP Treatment Facility RCRA Closure and Demo (TO 4.4)	TBD	TBD	TBD
<b>CLIN 05 Naval Reactors</b>					
501	09/08/2023	S1W D&D (TO 5.1)	CPIF	10/1/2023 - 11/26/2025	\$ <u>58,691,405</u> <u>58,229,219</u>
502	TBD	Core Car (TO 5.2)	TBD	TBD	TBD
503	TBD	A1W D&D (TO 5.3)	TBD	TBD	TBD
504	TBD	S5G (TO 5.4)	TBD	TBD	TBD
<b>CLIN 06 Non-Defense</b>					
601	09/19/2023	Non-Defense (TO 6.1)	CPFF	10/1/2023 - 9/30/2025	\$ <u>9,489,271</u> <u>9,360,526</u>
<b>CLIN 07 Tank Closure</b>					
701	09/18/2023	IWTU Operations (TO 7.1)	CPFF	10/1/2023 - 9/30/2025	\$ <u>230,560,521</u> <u>228,192,800</u>
702	TBD	Tank Closure (TO 7.2)	TBD	TBD	TBD
<b>TOTAL</b>					\$ <u>961,318,746</u> <u>942,646,027</u>

## **Section C - Performance Work Statement**

### **C.1 Task Order Requirements**

The Contractor shall perform the sections of the Performance Work Statement (PWS) of the Master IDIQ Contract identified in the subtasks included as part of this Hybrid Task Order. Refer to the subtasks awarded under this Hybrid Task Order for detailed information related to the PWS.

The scope of this Hybrid Task Order is categorized per the following areas:

- **Facility Infrastructure:** This principally includes Idaho Nuclear Technology and Engineering Center (INTEC) and Radioactive Waste Management Complex (RWMC) facility infrastructure.
- **Environmental Activities:** This includes compliance with the Federal Facilities Compliance Act (FFCA) Site Treatment Plan (STP), Resource Conservation and Recovery Act (RCRA), Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), including Idaho Settlement Agreement (ISA) activities principally at INTEC and RWMC; the remediation of the Subsurface Disposal Areas (SDA) at the RWMC; Test Area North (TAN) groundwater remediation; new CERCLA Site remediation; Site-wide Stewardship; and Idaho CERCLA Disposal Facility (ICDF) transition operations.
- **Waste Management:** This includes shipping Contact Handled (CH)-transuranic (TRU) waste; Remote Handled (RH)-TRU waste management; Mixed Low-Level Waste/Low Level Waste (M/LLW) activities/disposition; and disposition of newly generated waste as needed.
- **Liquid Waste Facility Closure:** This includes the Integrated Waste Treatment Unit (IWTU) operations to treat nearly 900,000 gallons of sodium bearing waste; completion of the Calcine Retrieval Project; and closure of the High-Level Waste (HLW) Tank Farm tanks and associated liquid waste facilities at INTEC.
- **Spent Nuclear Fuel (SNF):** This includes SNF Operations and Management activities, as well as SNF Disposition. This also includes the Nuclear Regulatory Commission (NRC) License-required activities for the Independent Spent Fuel Storage Installations (ISFSI) located at INTEC and the Fort St. Vrain (FSV) ISFSI near Platteville, Colorado.
- **Facility Demolition and Dismantlement (D&D).**

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

Section D of the Master IDIQ Contract is incorporated by reference, as applicable. This includes any subtasks awarded under this Hybrid Task Order.

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

Section E of the Master IDIQ Contract is incorporated by reference, as applicable. This includes any subtasks awarded under this Hybrid Task Order.

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

Section F of the Master IDIQ Contract is incorporated by reference, as applicable. This includes any subtasks awarded under this Hybrid Task Order. The requisite clause information specific to subtasks awarded under this Hybrid Task Order is included at the CLIN level and is consistent with the clause numbering structure established by the Master IDIQ Contract.

### **F.3. Period of Performance**

In accordance with clause F.3(d) of the Master IDIQ, the period of performance for this Hybrid Task Order is ten years from October 1, 2023 to September 30, 2031.

## **Section G – Contract Administration Data**

Section G of the Master IDIQ Contract is incorporated by reference, as applicable. This includes any subtasks awarded under this Hybrid Task Order.

## **Section H – Special Contract Requirements**

Section H of the Master IDIQ Contract is incorporated by reference, as applicable. This includes any subtasks awarded under this Hybrid Task Order.

## **Section I – Contract Clauses**

Section I of the Master IDIQ Contract is incorporated by reference, as applicable. This includes any subtasks awarded under this Hybrid Task Order.

## **Section J – List of Attachments**

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

**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000

CLIN 03, SUBTASK 0302 – INTEGRATION AND MISSION CONTINUITY (TO 3.2)

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## **TASK ORDER 3.2 – INTEGRATION AND MISSION CONTINUITY**

**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000

CLIN 03, SUBTASK 0302 – INTEGRATION AND MISSION CONTINUITY (TO 3.2)

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**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000

CLIN 03, SUBTASK 0302 – INTEGRATION AND MISSION CONTINUITY (TO 3.2)

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**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000

CLIN 03, SUBTASK 0302 – INTEGRATION AND MISSION CONTINUITY (TO 3.2)

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

This subtask (herein referred to as Task Order 3.2) shall be performed under the following:

<b>Contract Structure</b>	<b>Number</b>	<b>Herein Referred to as</b>
Indefinite Delivery/Indefinite Quantity Contract	89303321DEM000061	Master IDIQ Contract
Hybrid Task Order	89304223FEM400000	Hybrid Task Order
Contract Line Item Number	03	CLIN 03
Subtask	0302	Task Order 3.2

Section B of the Hybrid Task Order is incorporated by reference. The requisite clause information specific to this Task Order 3.2 included below is consistent with the clause numbering structure established by the Master Indefinite Delivery/Indefinite Quantity (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 Task Order 3.2 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 Task Order 3.2.

**B.2 Type of Contract**

(b) DOE-B-2002 Cost-Plus-Award-Fee Task Order: Total Estimated Cost and Award Fee (Oct 2014) (Revised)

(1) Task Order 3.2 is a Cost-Plus-Award-Fee type. The total estimated cost, award fee, and Performance Management Incentive (PMI) fee are as follows (Table B-1):

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

<b>Total Estimated Cost:</b>		\$ <u>595,827,482</u> <u>580,113,415</u>
<b>Award Fee:</b>		\$ 50,244,899
<b>PMI Fee FY24 and FY25:</b>	FY24	\$ 2,000,000
	FY25	\$ <u>2,000,000</u>
	Total	\$ 4,000,000
<b>Total Estimated Cost and Fee:</b>		\$ <u>650,072,381</u> <u>634,358,314</u>
<b>Accrued Legacy Contract Liabilities:</b>		\$ 12,505,168
<b>Total TO 3.2 Value</b>		\$ <u>662,577,549</u> <u>646,863,482</u>



**IDAHO CLEANUP PROJECT (ICP)**

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CLIN 03, SUBTASK 0302 – INTEGRATION AND MISSION CONTINUITY (TO 3.2)

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The total estimated cost, award fee, and PMI fee by funding category are as follows (Table B-2):

**Table B-2. Estimated Total Price by Funding Category.**

Funding Category	Total Estimated Cost	Award Fee	PMI Fee	Total Estimated Price
Defense	\$ <del>540,967,271</del> <u>526,462,277</u>	\$ 45,952,808	\$ 4,000,000	\$ <del>590,920,079</del> <u>576,415,085</u>
Navy	\$ <del>54,860,211</del> <u>53,651,138</u>	\$ 4,292,091	\$ -	\$ <del>59,152,302</del> <u>57,943,229</u>
<b>Total</b>	\$ <del>595,827,482</del> <u>580,113,415</u>	\$ 50,244,899	\$ 4,000,000	\$ <del>650,072,381</del> <u>634,358,314</u>

*Note: Above table excludes legacy contract liabilities.*

*The Contractor’s proposal is subject to audit in accordance with DEAR 915.404-2-70(b). Therefore, the terms and conditions of Task Order 3.2 are subject to renegotiation, pending resolution of an external audit(s) of the Contractor’s proposal. At the time of Task Order 3.2 issuance, an external audit(s) of the Contractor’s proposal was not complete. Therefore, the parties agree that the negotiated cost and fee and other terms and conditions may be subject to a downward adjustment based on the results of any audit report(s) and resolution of audit findings. Nothing in this clause shall release the Contractor from any obligation of performance contained in Task Order 3.2.*

(2) The Total Estimated Cost and Fee of Task Order 3.2 is as follows (Table B-3):

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

TO Number	TO Title	TO Type	Estimated Cost	Award Fee:	PMI Fee:*	Total Estimated Price:
TO 3.2	Integration and Mission Continuity	CPAF	\$ <del>595,827,562</del> <u>580,113,415</u>	\$ 50,244 899	FY24 \$2,000,000 FY25 \$2,000,000 Total \$4,000,000	\$ <del>650,072,461</del> <u>634,358,314</u>
TO = Task Order			CPAF= Cost-Plus-Award-Fee			

*Note: Above table excludes legacy contract liabilities.*

(3) Payment of fee will be made in accordance with Section B.13 of the Master IDIQ Contract and other applicable clauses of the Task Order. The Government will pay the Contractor fee that is earned from the annual available fee by fiscal year, as specified in Table B-4 below.

(4) Task Order 3.2 Attachment entitled, *Performance Evaluation Measurement Plan (PEMP)*.

(i) The Contracting Officer (CO) will unilaterally issue a PEMP for each evaluation period that establishes the criteria and procedures for evaluating the Contractor’s performance for the

**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000

CLIN 03, SUBTASK 0302 – INTEGRATION AND MISSION CONTINUITY (TO 3.2)

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- purpose of determining fee earned. The PEMP may be revised unilaterally by the CO at any time during the evaluation period. While the PEMP incentives may be unilaterally developed by the Department of Energy (DOE), the expectation is that a teaming approach between DOE ICP and the Contractor will be used. The PEMP will include, as a minimum, the following:
- (A) Evaluation criteria linked to the contract’s performance objectives as defined in terms of cost, schedule, technical, or other contract performance requirements or objectives.
  - (B) Means of how the Contractor’s performance will be measured against the evaluation criteria.
  - (C) Fee evaluation period.
  - (D) Amount of the total annual available fee that is allocated to the evaluation period, including the allocation for subjective award fee criteria and objective award fee criteria.
  - (E) Methodology for application of subjective evaluation ratings or attainment of predetermined objectives to earned fee.
  - (F) Use of rollover of unearned fee is prohibited.
- (ii) The length of evaluation periods will align to the 12-month Government fiscal year (FY). The evaluation periods should provide a balance between the Contractor’s ability to have sufficient performance time for the Government to evaluate, but evaluation periods should provide the ability for the Government to provide timely evaluations on the Contractor’s performance without being administratively burdensome.
- (5) Fee Determination. Fee decisions are made solely at the discretion of the Government, including but not limited to, the characterization of the Contractor's performance, amount of earned fee, if any, and the methodology used to calculate the earned fee.
- (6) Unsatisfactory Performance. In accordance with FAR 16.401, award fee shall not be earned if the contractor’s overall cost, schedule, and technical performance in the aggregate is below satisfactory. The basis for all award-fee determinations shall be documented in the contract file to include, at a minimum, a determination that overall cost, schedule and technical performance in the aggregate is or is not at a satisfactory level. This determination and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.
- (7) Total Available Fee Distribution. Table B-4 delineates the Total Available Award Fee Distribution as fee allocations, contract definitization, and final fee determinations are made for each fiscal year.

**IDAHO CLEANUP PROJECT (ICP)**

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

<b>Task Order Period</b>	<b>Available Fee as Originally Awarded</b>	<b>Fee Associated with Task Order Changes</b>	<b>Total Available Fee</b>	<b>Available Fee Earned &amp; Paid</b>	<b>Fee Forfeited</b>
Fiscal Year 2024					
Award Fee	\$ 22,725,180	\$ 68,699	\$ 22,793,879	TBD	TBD
PMI Fee*	\$ 2,000,000	TBD	\$ 2,000,000		
Fiscal Year 2025					
Award Fee	\$ 27,451,020	TBD	\$ 27,451,020	TBD	TBD
PMI Fee	\$ 2,000,000		\$ 2,000,000		
<b>Total</b>	<b>\$ 54,176,200</b>	<b>\$ 68,699</b>	<b>\$ 54,244,899</b>	<b>TBD</b>	<b>TBD</b>

(8) Task Order 3.2 Description:

Task Order 3.2, Integration and Mission Continuity (IMC), includes uninterrupted operations of work scope identified in Section C, while both parties work towards the development of individual End States. Timing for preparation of the End State subtasks will be dependent on the DOE’s priority for the work scope, and End State subtasks will be developed and sequenced collaboratively as defined in the most current Ten-Year End State Strategic Task Order Plan.

As the End State subtasks are developed, negotiated, and implemented, Task Order 3.2, IMC, will continue to house the core programs that maintain a comprehensive and effective continuity capability across ICP projects to support achievement of defined End States. Task Order 3.2 scope shall be performed in accordance with the Section C PWS sections of the Master IDIQ Contract, identified below. Costs are reimbursed based on allowable actual costs billed to the Task Order 3.2.

**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.

Obligated funding shall only be used for the specific subtasks as designated in the Hybrid Task Order and shall not be used for any other subtask.

**B.13 Performance Management Incentive**

The Performance Management Incentive (PMI) fee is \$2M for FY24 and \$2M for FY25. The PMI is a contract-wide incentive available among all active subtasks (Task Orders). PMI measures performance of all active subtasks collectively, exclusive of the PEMP.

## IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000

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## Section C - Performance Work Statement

### C.1 Task Order Requirements

The Contractor shall perform the following sections of the Performance Work Statement (PWS) of the Master IDIQ Contract

- C.3.0 EM Facility Infrastructure (including sub parts)
- C.4.0 CERCLA [Comprehensive Environmental Response Compensation and Liability Act] Remediation (including sub parts)
- C.5.0 Waste Management (including sub parts)
- C.6.0 Liquid Waste Facility Closure (including sub parts except for C.6.1 Integrated Waste Treatment Unit (IWTU) Operations)
- C.7.0 Spent Nuclear Fuel Management (including sub parts except for C.7.2 Non-Defense)
- C.8.0 Facility Demolition and Dismantlement (D&D)
- C.9.0 Program Management and Support Functions (including sub parts)

In accordance with contract clause 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.

Due to funding constraints expected for FY24 and FY25, not all of the scope identified above falls within these funding levels; therefore, specific scope elements within Task Order 3.2 contain priced work to accommodate the influx of additional funding either through Contractor efficiencies or incremental funding. Subject to the availability of funding, this work may be added to Task Order 3.2. While this priced work is included in the PWS, it is not part of the estimated cost or fee until the specific work scope(s) is authorized. This methodology allows for work to begin immediately if funds become available either through Contractor efficiencies or incremental funding and mitigates the need to issue unpriced work, which reduces the risk to the Government.

Based on evaluation of DOE priorities and through Contractor efficiencies and/or an increase in available funding, DOE ICP may authorize the performance of a negotiated priced work during Task Order 3.2 period of performance through a bilateral task order modification. Modification authority is in accordance with FAR 52.243-2, *Changes - Cost Reimbursement (Aug 1987) Alt I, II and III* and FAR 52.232-22, *Limitation of Funds*. The Contractor shall partner with the DOE to mutually agree to any changes in the negotiated priced work (e.g., appropriate escalation applied, adjustment in scope and price if the schedule falls outside of the proposed period of performance, etc.). Refer to Exhibit C-1 for a complete list of available priced work. The priced work will become part of Task Order 3.2 with an increase to the estimated cost and fee (as described in Exhibit C-1) as authorized. Priced work must fall within Task Order 3.2 period of performance.

**IDAHO CLEANUP PROJECT (ICP)**

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

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

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

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

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

Section F of the Hybrid Task Order is incorporated by reference. The requisite clause information specific to Task Order 3.2 included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

### **F.3 Period of Performance**

- (b) The initial period of performance for Task Order 3.2 is two years (October 1, 2023 through September 30, 2025). The period of performance may be extended for an overall Task Order Period of Performance estimated to be eight (8) years (October 1, 2023 through September 30, 2031).

## **Section G - Contract Administration Data**

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

## **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.

## **Section J - List of Attachments**

Section J of the Hybrid Task Order is incorporated by reference, as applicable to Task Order 3.2. The Contractor shall submit the required deliverables under Task Order 3.2 in accordance with Attachment J-2 *Contract Deliverables* of the Master IDIQ Contract.

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CLIN 05, SUBTASK 5.1 – D&D S1W (TO-5.1)

**TASK ORDER 5.1 – DEMOLITION AND  
DISMANTLEMENT (D&D) OF THE NAVAL REACTORS  
FACILITY (NRF) SUBMARINE 1<sup>ST</sup> GENERATION  
WESTINGHOUSE (S1W) REACTOR PROTOTYPE AND  
SUPPORT BUILDINGS**

**IDAHO CLEANUP PROJECT (ICP)**

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CLIN 05, SUBTASK 5.1 – D&D S1W (TO-5.1)

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CLIN 05, SUBTASK 5.1 – D&D S1W (TO-5.1)

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CLIN 05, SUBTASK 5.1 – D&D S1W (TO-5.1)

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**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000, MOD P00022

CLIN 05, SUBTASK 5.1 – D&D S1W (TO-5.1)

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

This subtask (herein referred to as Task Order 5.1) shall be performed under the following:

<b>Contract Structure</b>	<b>Number</b>	<b>Herein Referred to as</b>
Indefinite Delivery/Indefinite Quantity Contract	89303321DEM000061	Master IDIQ Contract
Hybrid Task Order	89304223FEM400000	Hybrid Task Order
Contract Line Item Number	05	CLIN 05
Subtask	0501	Task Order 5.1

Section B of the Hybrid Task Order is incorporated by reference. The requisite clause information specific to this Task Order 5.1 included below is consistent with the clause numbering structure established by the Master Indefinite Delivery/Indefinite Quantity (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 Task Order 5.1 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 Task Order 5.1.

**B.2 Type of Contract**

(a) DOE-B-2003 Cost-Plus-Incentive-Fee Task Order: Total Estimated Cost and Incentive Fee (Oct 2014) (Revised)

(1) This is a Cost-Plus-Incentive-Fee type Task Order. In accordance with the clause at FAR 52.216-10, *Incentive Fee*, the cost and performance incentive information are as follows:

(i) Cost Incentive:

Target Cost (Direct):           \$ ~~39,796,910~~ ~~39,975,444~~

Target Fee (1.0%):               \$    399,754\*

Maximum Fee (3.0%):           \$   1,199,263\*

Minimum Fee:                     \$            0

\*Because the change in Target Cost (Direct) is minimal, there is no change to the Target Fee and Maximum Fee total dollars. Fee percentages (rounded) remain unchanged.

As specified at Section I clause FAR 52.216-10, *Incentive Fee*, paragraph (e)(1): the fee payable under this contract shall be the target fee increased by thirty (30) cents for every dollar the total allowable cost is less than the target cost or decreased by thirty (30) cents for every dollar the total allowable cost exceeds the target cost. In no event shall the fee be greater than fifteen (15) percent or less than zero percent of the target cost.

(ii) Performance Incentive:

Maximum Fee (12.0%):       \$ 4,797,053

**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000, MOD P00022

CLIN 05, SUBTASK 5.1 – D&D S1W (TO-5.1)

Minimum Fee: \$ 0

Performance incentive fee shall be earned as deactivation and demolition of the S1W areas are completed. Performance incentive fee shall be earned as follows (Table B-1):

**Table B-1. Performance Incentive**

<b>PERFORMANCE INCENTIVE - PROGRESS/COMPLETION FEE</b>	<b>Amount</b>
<b>Interim/Progress Fee 6.75% (earned upon completion/no clawback)</b>	
<i>Deactivation Activities:</i>	
Area 4 Hot Cell Ready for Demo	\$ 150,000
Prototype Engine Compartment Ready for Demo	\$ 150,000
Prototype Reactor Compartment Ready for Demo	\$ 150,000
Deactivation of NRF-601 complete	\$ 450,000
<i>Demolition Activities:</i>	
NRF-601 Above Grade Demolition Areas 1, 2, and 7	\$ 800,000
Slab/Below-Grade Demolition and Waste Loadout	\$ 1,000,000
<b>Total Progress Fee</b>	<b>\$ 2,700,000</b>
<b>End State Fee 5.25%</b>	
End State-S1W D&D Completed Site Restoration/Closure by 11/26/2025	\$ 2,097,053
End State-S1W D&D Completed Site Restoration/Closure <i>after</i> 11/26/2025	\$ -
<b>Total End State Fee</b>	<b>\$ 2,097,053</b>
<b>TO 5.1 Maximum Available Fee for S1W D&amp;D Completed Site Restoration/Closure by 11/26/2025</b>	<b>12.0% \$ 4,797,053</b>

- (A) \$150,000 may be earned (no claw back) equally as deactivation of each of the S1W areas listed above: Area 4 Hot Cell, prototype engine compartment, and prototype reactor compartment, are completed. Upon completion of all three (3) deactivation activities, including ready for demolition, the Contractor shall earn an additional \$450,000. If less than three (3) of the S1W areas are deactivated, the Contractor will not earn the \$450,000. The total interim progress fee available for deactivation of NRF-601 is \$900,000.
- (B) \$800,000 may be earned with completion of the NRF-601 above grade demolition, and an additional \$1,000,000 may be earned with completion of the slab/below-grade demolition and waste loadout. The total interim progress fee for demolition activities is \$1,800,000.
- (C) The remaining \$2,097,053 shall be earned by the Contractor after completion of site restoration and closure of S1W on or before November 26, 2025. None of the \$2,097,053 fee shall be earned if site restoration and closure of S1W are not completed by November 26, 2025.
- (D) Completion criteria for final performance fee payment is as follows:

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CLIN 05, SUBTASK 5.1 – D&D S1W (TO-5.1)

NRF-601 demolition, waste disposition, and site restoration and closure sequenced with the start of full A1W facility deactivation and demolition to ensure continuity of work and highly skilled/trained workforce.

- (2) The total estimated direct cost and performance incentive fee available are as follows (Table B-2):

**Table B-2. Estimated Total Price**

<b>Total Estimated Direct Cost:</b>	<del>\$39,796,910</del> 39,975,444
<b>Cost Incentive Fee Max:</b>	\$1,199,263
<b>Performance Management Incentive (PMI) Fee:</b>	*
<b>Performance Incentive Fee Max:</b>	\$4,797,053
<b>Total Estimated Price (Direct Cost + Max Fee):</b>	<del>\$45,793,226</del> 45,971,760

*\*PMI will be available among all active TOs; however, the entire PMI fee available is managed under TO-3.2.*

*The incentive fee above is related to direct costs (including fringe costs on direct labor) only and excludes any fee related to Program Overhead (POH) costs. The Parties agree that any fee associated with POH will be captured in Task Order 3.2 Integration and Mission Continuity for Fiscal Years 2024, 2025, and 2026 POH.*

(b) Payment of fee:

- (1) Cost incentive fee will be made in accordance with this clause and Section B.12 *Provisional Payment of Fee* (Oct 2013)(Revised) of the Master IDIQ Contract.
- (2) Cost incentive fee under this Task Order 5.1 will be invoiced and paid quarterly. To determine the amount of cost incentive fee to invoice, the target fee will be divided by the total number of quarters (nine). The Department of Energy, Idaho Cleanup Project (DOE-ICP) will perform an additional evaluation to determine accuracy underruns/overruns experienced. Lastly, 20% of the estimated earned fee will be held until the end of the Task Order 5.1.
- (3) Performance incentive fee under this Task Order 5.1 will be invoiced and paid quarterly after completion criteria is validated by DOE-ICP.

(c) Task Order 5.1 Description:

Initially, the PWS is covered under Task Order 3.2 Integration and Mission Continuity (IMC) to provide for operational continuity and programmatic support during which initial End State Task Orders will be defined, developed, and negotiated. In accordance with the Ten-Year End State Strategic Task Order Plan, Naval Reactors End State includes the following subtasks for Naval Reactors End State: S1W Facility D&D, Aircraft Carrier 1<sup>st</sup> Generation Westinghouse (A1W) Facility D&D, Submarine 5<sup>th</sup> Generation General Electric (S5G) Facility D&D, and Core Car. This Subtask is for Task Order 5.1,

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CLIN 05, SUBTASK 5.1 – D&D S1W (TO-5.1)

which includes the S1W Facility D&D. Additional subtasks for the remaining Naval Reactors End State will be defined, developed, and negotiated as information becomes available.

**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.

Obligated funding shall only be used for the specific subtasks as designated in the Hybrid Task Order and shall not be used for any other subtask.

**Section C - Performance Work Statement**

**C.1 Task Order Requirements**

During the execution of Task Order 5.1, the Contractor shall perform the scope defined in the following PWS section of the Master IDIQ Contract, identified below:

- C.8.0 – FACILITY DEMOLITION AND DISMANTLEMENT (D&D)

The contractor shall complete D&D activities in support of the Naval Reactors Facility (NRF) Submarine 1<sup>st</sup> Generation Westinghouse (S1W) Reactor Prototype and designated support structures under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) non-time critical removal action (NTCRA) by November 26, 2025.

**Section D - Packaging and Marking**

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

**Section E - Inspection and Acceptance**

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

**Section F - Deliveries or Performance**

Section F of the Hybrid Task Order is incorporated by reference. The requisite clause information specific to Task Order 5.1 included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

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CLIN 05, SUBTASK 5.1 – D&D S1W (TO-5.1)

**F.3 Period of Performance**

(b) The overall Task Order 5.1 Period of Performance (POP) is anticipated to be October 1, 2023 through November 26, 2025.

**Section G - Contract Administration Data**

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

**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.

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

Section J of the Hybrid Task Order is incorporated by reference, as applicable to Task Order 5.1. The Contractor shall submit the required deliverables under Task Order 5.1 in accordance with Attachment J-2 *Contract Deliverables* of the Master IDIQ Contract.

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CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00~~2205~~  
CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

**Task Order 6.1 – Non-Defense Project**

**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00~~2205~~  
CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

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**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00~~2205~~  
CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

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CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

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**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00~~2205~~

CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

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

This subtask (herein referred to as Task Order 6.1) shall be performed under the following:

<b>Contract Structure</b>	<b>Number</b>	<b>Herein Referred to as</b>
Indefinite Delivery/Indefinite Quantity Contract	89303321DEM000061	Master IDIQ Contract
Hybrid Task Order	89304223FEM400000	Hybrid Task Order
Contract Line Item Number (CLIN)	06	CLIN 06
Subtask	0601	Task Order 6.1

Section B of the Hybrid Task Order is incorporated by reference. The requisite clause information specific to this Task Order 6.1 included below is consistent with the clause numbering structure established by the Master Indefinite Delivery/Indefinite Quantity (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 6.1 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 6.1.

**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.**

<b>Total Estimated Cost:</b>	<del>\$9,143,839</del> <del>\$9,015,094</del>
<b>Fixed Fee:</b>	\$ 345,432
<b>PMI Fee:</b>	*
<b>Total Estimated Price:</b>	<del>\$9,489,271</del> <del>\$9,360,526</del> ***
<b>Level of Effort (Productive Hours):</b>	6,325**

\* 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.

\*\*\* Any discrepancies may be due to rounding.

(2) 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.

**IDAHO CLEANUP PROJECT (ICP)**

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00~~2205~~  
CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

(3) CLIN Description:

CLIN 06 – Non-Defense Project:

The non-defense scope shall be performed in accordance with Section C.7.2 Non-Defense Environmental Management (EM)-Funded Spent Nuclear Fuel (SNF) Activities of the Master IDIQ Contract. 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-6.1, the Contractor shall perform the scope defined in the following PWS section of the Master IDIQ Contract, identified below:

- C.7.2 Non-Defense EM-Funded SNF Activities

This work scope includes oversight and management of the Three Mile Island Unit 2 (TMI-2) and Fort St. Vrain (FSV) Independent Spent Fuel Storage Installation (ISFSI) in accordance with the Nuclear Regulatory Commission (NRC) requirements and regulations and the NRC license. The Idaho Environmental Coalition (IEC) is responsible for all aspects of management of the facilities including operations, surveillance, and maintenance and all aspects of infrastructure. IEC shall perform all aging management inspections in accordance with the licenses, final safety analysis reports (FSARs), and Aging Management Programs.

- C.9.2.01.01 Project Support Performance Requirements

In accordance with contract clause C.9.2.01.01 *Project Support Performance Requirements*, the Contractor shall prepare a Fiscal Year Work Plan (FYWP) that includes narrative descriptions of the upcoming fiscal year, monthly spend plans and monthly metrics expected to be achieved. These FYWPs 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.

**IDAHO CLEANUP PROJECT (ICP)**

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CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

**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 Hybrid Task Order is incorporated by reference.

**Section F - Deliveries or Performance**

Section F 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.

**F.3 Period of Performance**

- (b) The Task Order 6.1 Period of Performance (POP) is anticipated to be October 1, 2023 through September 30, 2025. The period of performance may be extended for an overall Task Order Period of Performance estimated to be eight (8) years (October 1, 2023 through September 30, 2031).

**Section G - Contract Administration Data**

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

**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.

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

Section J of the Hybrid Task Order is incorporated by reference, as applicable to Task Order 6.1. The Contractor shall submit the required deliverables under Task Order 6.1 in accordance with Attachment J-2 *Contract Deliverables* of the Master IDIQ Contract.

**IDAHO CLEANUP PROJECT (ICP)**

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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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SUBTASK 0701 - IWTU OPERATIONS

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**IDAHO CLEANUP PROJECT (ICP)**

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SUBTASK 0701 - IWTU OPERATIONS

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

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

<b>Contract Structure</b>	<b>Number</b>	<b>Herein Referred to as</b>
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.**

<b>Total Estimated Cost:</b>	<del>\$222,139,501</del> <del>219,771,780</del>
<b>Fixed Fee:</b>	\$ 8,421,020
<b>PMI Fee:</b>	*
<b>Total Estimated Price:</b>	<del>\$230,560,521</del> <del>228,192,800</del>
<b>Level of Effort (Productive Hours):</b>	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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SUBTASK 0701 - IWTU OPERATIONS

(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):

**Table B-2. Task Order CLIN Structure.**

CLIN	CLIN Title	CLIN Type	Estimated Cost	Fee:	PMI Fee:	Total Estimated Price:
07	IWTU Operations	CPFF	\$222,139,501 <del>219,771,780</del>	\$8,421,020	*	\$230,560,521 <del>228,192,800</del>
CLIN= Contract Line Item Number						

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

(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

**IDAHO CLEANUP PROJECT (ICP)**

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SUBTASK 0701 - 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-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.

**IDAHO CLEANUP PROJECT (ICP)**

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SUBTASK 0701 - IWTU OPERATIONS

**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.