

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00084
CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

Task Order 6.1 – Non-Defense Project

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Table of Contents

Section B – Supplies or Services and Prices/Costs.....	1
Section C – Performance Work Statement	2
Section D – Packaging and Marking	3
Section E – Inspection and Acceptance	3
Section F – Deliveries or Performance	3
Section G – Contract Administration Data.....	3
Section H – Special Contract Requirements	3
Section I – Contract Clauses.....	3
Section J – List of Documents, Exhibits, and Other Attachments	3

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Section B - Supplies or Services and Prices/Costs

This subtask (herein referred to as Task Order 6.1) 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)	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.

Total Estimated Cost:	\$33,226,546.52
Fixed Fee:	\$1,288,798.84
PMI Fee:	*
Total Estimated Price:	\$34,515,345.36***
Level of Effort (Productive Hours):	24,514**

* 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.

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(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.

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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 extended with this mod to October 1, 2023 through September 30, 2031. This modification is authorizes work scope for Fiscal Years 26-28 only.

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.