

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000

CLIN 04, SUBTASK 4.2 – AICDF-PROJECT 2 (TO-4.2)

MOD P00091

**TASK ORDER 4.2 – ADDITIONAL IDAHO
COMPREHENSIVE ENVIRONMENTAL RESPONSE,
COMPENSATION, AND LIABILITY ACT (CERCLA)
DISPOSAL FACILITY LANDFILL CELL AND
EVAPORATION POND-PROJECT 2
(AICDF-PROJECT 2)**

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Section B - Supplies or Services and Prices/Costs

This subtask (herein referred to as Task Order 4.2) 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	04	CLIN 04
Subtask	0402	Task Order 4.2

Section B of the Hybrid Task Order is incorporated by reference. The requisite clause information specific to Task Order 4.2 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 4.2 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 this TO.

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):	\$37,901,003
Target Fee (0.5%):	\$ 189,505
Maximum Fee (1.5%):	\$ 568,515
Minimum Fee:	\$ 0

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 (4.0%):	\$ 1,516,041
Minimum Fee:	\$ 0

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Performance incentive fee shall be earned as construction is completed. Performance incentive fee shall be earned as follows (Table B-1):

Table B-1. Performance Incentive

Performance Incentive	Amount
Completion of the AICDF Evaporation Pond	\$ 505,347
Completion of Crest Pad Buildings	\$ 505,347
Completion of Cell 3	\$ 505,347
Total Performance Incentive	\$ 1,516,041

- (A) \$505,347 may be earned (no claw back) after completion of the AICDF Evaporation Pond. Ponds are physically complete with independent Quality Assurance (QA) documentation to demonstrate passing criteria for compaction and permeability.
- (B) \$505,347 may be earned (no claw back) after completion of the Crest Pad Buildings. Structures are physically complete with all utilities and controls installed and ready for final commissioning and operational testing.
- (C) \$505,347 may be earned (no claw back) after completion of Cell 3. Cell 3 is physically complete with independent QA documentation that meets passing criteria for compaction and permeability.

(iii) Schedule Incentive:

Maximum Fee (4.5%): \$ 1,705,544

Minimum Fee: \$ 0

Schedule incentive fee shall be earned if Critical Decision (CD)-4 package submittal is completed ahead of schedule as follows:

Completed by April 1, 2027	\$ 1,705,544
Completed by May 5, 2027	\$ 1,534,990
Completed by June 5, 2027	\$ 1,364,435
Completed by July 2, 2027	\$ 1,023,326
After July 2, 2027	\$ 0

- (A) Completion criteria for schedule fee payment is as follows:

All work scope is complete and required CD-4 documentation is provided to DOE ICP that complies with the requirements of DOE Order 413.3B Chg 7, *Program and Project Management for the Acquisition of Capital Assets*.

- (2) The total estimated direct cost, incentive fees available, and indirect costs are as follows (Table B-2):

Table B-2. Estimated Total Price

Total Estimated Direct Cost	\$ 37,901,003
Cost Incentive Fee Max	\$ 568,515
Performance Management Incentive (PMI) Fee	*
Performance Incentive Fee Max	\$ 1,516,041
Schedule Incentive Fee Max	\$ 1,705,544
Total (Direct Cost + Max Fee):	\$41,691,103
Indirect Costs – POH	\$11,574,966
Total TO Value	\$53,266,069

**PMI will be available among all active TOs; however, the entire PMI fee available is managed under TO-3.2, Integration and Mission Continuity (IMC).*

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, IMC, for TO-4.2 period of performance.

(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 Task Order 4.2 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 quarters from FY 2025 quarter 4 through FY 2027 quarter 4). 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 Task Order 4.2.
- (3) Performance incentive fee under Task Order 4.2 will be invoiced and paid quarterly after completion criteria is validated by DOE ICP.
- (4) Schedule incentive fee under Task Order 4.2 will be invoiced and provisional payments paid quarterly. Provisional payment of the schedule incentive may be invoiced based on 60% of the maximum available schedule fee of \$1,705,544 divided equally by eight quarters (FY 2025 quarter 4 through FY 2027 quarter 3). Criteria for payment of provisional schedule incentive fee includes that the Cumulative-to-Date (CTD) Schedule Performance Index (SPI) must be \geq to 1.0. If the CTD SPI is $<$ 1.0, no quarterly provisional schedule incentive fee shall be paid. The Contracting Officer shall have the discretion to adjust previously paid provisional schedule incentive fee if CTD SPI falls below 1.0 based on CTD SPI and estimate to complete. If the CTD

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SPI in subsequent quarters increases to ≥ 1.0 , cumulative provisional payments may be true-up. After schedule completion criteria is validated by DOE ICP, any remaining unpaid earned schedule incentive fee under Task Order 4.2 will be included and paid with the next quarterly invoice.

(c) Task Order 4.2 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, RWMC (Radioactive Waste Management Complex) Closure End State includes the following subtasks:

- ARP/SDA Demolition and Organic Contamination in Vadose Zone (OCVZ) Well Abandonment (TO-4a complete)
- AICDF-Project 2 (TO-4.2)
- Subsurface Disposal Area (SDA) Cap Installation
- Advanced Mixed Waste Treatment Plant (AMWTP) Treatment Facility Resource Conservation and Recovery Act (RCRA) Closure & Demolition
- AMWTP Storage Facilities RCRA Closure & Demolition (9 facilities).

Additional subtasks for the remaining RWMC Closure End States 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 4.2, the Contractor shall perform the scope defined in the following PWS section of the Master IDIQ Contract, identified below:

- C.4.3.01 ICDF New Cell Construction

The Contractor shall construct a new disposal cell at the ICDF and any needed support infrastructure. AICDF-Project 2 consists of completing construction activities including Crest Pad Buildings (CPB), complete screening operations for cell operations 1 material, evaporation pond liner installation, cell 3 liner installation, systems testing of CPB, management self-assessment, and Critical Decision-4 activities.

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 4.2 included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

F.3 Period of Performance

The Period of Performance (POP) is November 19, 2024 through August 5, 2027.

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 4.2. The Contractor shall submit the required deliverables under Task Order 4.2 in accordance with Attachment J-2 *Contract Deliverables* of the Master IDIQ Contract.