

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00111

SUBTASK 0702 - IWTU OPERATIONS

**Task Order 7.2, Subtask 0702 – Integrated Waste Treatment Unit
(IWTU) Operations (CLIN 00702)**

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Section B - Supplies or Services and Prices/Costs

This Subtask (herein referred to as Task Order 7.2) 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 (CLIN)	07	CLIN 07
Subtask	702	Task Order 7.2

This subtask shall be performed under Contract Line Item Number (CLIN) 00702 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-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 target cost, target fee, maximum and minimum fees, and the target fee increase and decrease ratios for this Task Order are:

i. Cost Incentive (7%):

Target Cost: \$264,342,000

Target Fee (6%): \$15,860,520

Maximum Fee (7%): \$18,503,940

Minimum Fee (5%): \$13,217,100

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.

ii. Performance Incentive (7%):

a. Site Treatment Plan (STP) Milestones (3%): \$7,930,260

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IEC shall process the SBW in accordance with the Site Treatment Plan. This includes processing an average of 15% of the overall waste over a three-year rolling period.

b. Tanks 187 and 189 “Cease Use” (4%): \$10,573,680

To ensure that IWTU is operated in the most efficient manner possible to achieve DOE’s overall goal of reaching “cease use” for both tanks WM-187 and WM-189, performance fee is structured such that tanks can be processed in any order necessary. 2% fee is available for each tank, for a total of 4%.

Note: Throughout this document, the term “cease use” means “emptying the tanks down to their heels, i.e, the liquid level remaining in each tank will be lowered to the greatest extent possible by the use of existing transfer equipment.”

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

Table B.2- TO 7.2 Summary	
Total Estimated Direct Cost:	\$ 264,342,000
Cost Incentive Fee Max:	\$ 18,503,940
Performance Management Incentive (PMI) Fee	TBD*
Performance Incentive Fee Max	\$ 18,503,940
Total (Direct Cost + Max Fee):	\$ 301,349,880
Indirect Costs – POH (34.22%)	\$ 90,457,832
Total TO Value	\$ 391,807,712

** PMI will be available among all active TO's, 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. In accordance with the Advance Agreement Indirect Cost Methodology, Attachment J-17.1, the Parties agree that any fee associated with POH will be captured in Task Order 3.2, IMC, for TO-7.2 period of performance.*

****Minor errors due to rounding.*

(3) Payment of fee:

- i. 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.
- ii. Cost incentive fee under Task Order 7.2 will be invoiced and paid quarterly. To determine the amount of cost incentive fee, the target fee will be divided by the total number of quarters (12 quarters from FY 2026 through FY 2028). 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 7.2.
- iii. Performance incentive fee for the STP milestone:

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When IEC meets, or is on track to meet, the STP Milestone, including processing an average of 15% of the overall waste over a three-year rolling period, fee is paid as follows:

- a. A provisional fee will be paid quarterly, equaling one quarter of the available fee for that year.
- b. 1% fee will be available each fiscal year for a possible total of 3% over three years.
- c. The provisional fee becomes earned at the end of each fiscal year if the STP milestone is achieved.
- d. Once the STP fee is earned at the end of the fiscal year, it cannot be clawed back.

When IEC does not meet, or is not on track to meet, the STP Milestone, including processing an average of 15% of the overall waste over a three-year rolling period:

- a. The quarterly provisional fee will be withheld.
- b. If the STP milestone is not met by the end of the fiscal year, the annual fee will not be earned in that fiscal year.
- c. Any quarterly provisional fees already paid must be returned if the milestone is not achieved in that fiscal year.
- d. If the STP milestone is reached in subsequent fiscal years such that the 3-year rolling average STP milestone is achieved, fee missed in prior years may be recovered.

iv. Performance incentive fee for tanks 187 and 189:

a. Maximum Fee Within PoP:

Maximum fee available if “cease use” for both tanks 187 and 189 is achieved by September 30, 2028. Fee is available on a per tank basis as described below:

- 2% for tank WM-187, if “cease use” is achieved by September 30, 2028.
- 2% for tank WM-189, if “cease use” is achieved by September 30, 2028.

Tank 187 may be subject to renegotiation if “cease use” cannot be achieved using permanently installed equipment.

b. Partial Fee:

Fee is structured to provide credit for processing tank waste and reducing the overall volume in storage. However, fee is weighted to encourage processing waste to achieve “cease use” in each tank. Therefore, partial fee will be available for each tank as follows.

Tank WM-187:

- Remaining volume is determined based upon the WM-187 tank volume recorded on October 1, 2025.
- 30% of the maximum fee for WM-187 will be earned when tank volume is reduced by 50%.

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- An additional 20% of the maximum fee for WM-187 will be earned when tank volume is reduced by 75%.
- The remaining 50% of the maximum fee for WM-187 will be earned when “cease use” is achieved for WM-187.

Tank WM-189:

- Remaining volume is determined based upon the WM-189 tank volume recorded on October 1, 2025.
- 30% of the maximum fee for WM-189 will be earned when tank volume is reduced by 50%.
- An additional 20% of the maximum fee for WM-189 will be earned when tank volume is reduced by 75%.
- The remaining 50% of the maximum fee for WM-189 will be earned when “cease use” is achieved for WM-189.

c. Minimum Fee Within PoP:

If volume on either tank is not reduced by 50% by the milestone date of September 30, 2028, zero fee will be earned for that tank.

For both tank 187 and 189, tank volume reduction and volume treated will be calculated in the same manner as STP milestone compliance is calculated.

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 7.2, 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

Under this TO, the contractor shall:

- Continue to operate and maintain the IWTU facility until treatment (including supernate and rinsate) is complete on all sodium-bearing waste (SBW) in the four remaining in service Idaho Nuclear Technology and Engineering Center (INTEC) tanks: WM-187, WM-188, WM-189, and M-190. Approximately 570,000 gal of the initial estimated 900,000 gal remains to be processed, with the majority of the remaining material in tanks WM-187 and WM-189. Tank WM-188 is at loss of suction due to a recent transfer of its contents to WM-189. The granular solid waste

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product remaining after the SBW is processed will be containerized and placed in the IWTU product storage buildings.

- Procure sufficient new canisters (TPRLCs) for waste storage from the IWTU process.
- Procure precast lids, precast bases, formed rebar, embedment, racks and construct sufficient IWTU storage vaults.

Exclusions:

- The scope of work does not include Product Storage Building III (PSB III).

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.

F.3 Period of Performance

- (b) The overall Period of Performance (POP) of this subtask is anticipated to be October 1, 2025 through September 30, 2028.

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.

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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.