

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P00145
CLIN 08, SUBTASK 8.2 HIGH BURN UP RESEARCH CASK (TO-8.2)

Task Order 8.2 – High Burn Up Research Cask (HBURC)

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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 8.2) 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)	08	CLIN 08
Subtask	0802	Task Order 8.2

This subtask shall be performed under Contract Line Item Number (CLIN) 0802 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 (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 (9%):

Target Cost (Direct): \$2,634,833

Target Fee (8%): \$ 210,787

Maximum Fee (9%): \$ 237,135

Minimum Fee (7%): \$ 184,438

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 (6%):

Maximum Fee (6%): \$158,090

Minimum Fee (0%): \$ 0

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- a. \$52,967 in interim progress fee may be earned with the completion of the Readiness activities, which demonstrates IEC's preparedness to receive the HBURC
- b. \$52,967 in interim progress fee may be earned upon IEC assuming responsibility of the HBURC
- c. \$52,967 in interim progress fee may be earned upon completion of safely staging the HBURC at CPP-2707.

Table B-1 Performance Incentive Fee	
Interim/Progress Fee (6%) (earned upon completion/no claw-back	Amount
Complete Readiness Activities (2%)	\$52,967
Receive the High Burnup Research Cask at INTEC (2%)	\$52,967
Stage the High Burnup Research Cask at CPP-2707 (2%)	\$52,967
Total	\$158,090

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

Table B-2 – TO 8.2 Summary	
Total Estimated Direct Cost:	\$2,634,833
Cost Incentive Fee Max:	\$237,135
Performance Management Incentive (PMI) Fee:	*
Performance Incentive Fee Max:	\$158,090
Total (Direct Cost + Max Fee):	\$3,030,058
Indirect Costs – POH (34.22%)	\$901,640
Total TO Value	\$3,931,697

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

** The schedule 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-8.2 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.

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- ii. Cost incentive fee under Task Order 8.2 will be invoiced and paid quarterly. To determine the amount of the cost incentive fee, the target fee will be divided by the total number of quarters (7 quarters from FY June 2026 through March FY 2028). The Department of Energy, Idaho Cleanup Project (DOE-ICP), will perform an additional evaluation to determine the accuracy of underruns/overruns experienced. Lastly, 20% of the estimated earned fee will be held until the end of Task Order 8.2.
- iii. Performance incentive fee for the HBURC milestones as outlined in Table B-1.

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-8.2, the Contractor shall perform the scope defined in the following PWS section of the Master IDIQ Contract, identified below:

- C.7.3 – Other DOE Organization Funded SNF Activities

This work scope is to support the U.S. Department of Energy, Office of Nuclear Energy's (DOE-NE) High Burnup Research Cask (HBURC) rail-receipt and staging activities. TO-8.1 provides the external support services necessary to receive and stage the TN-32B HBURC as part of the broader High Burnup Spent Fuel Data Project associated with the North Anna Power Station (NAPS).

- 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, actual 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.

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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 8.2 Period of Performance (POP) is to be June 15, 2026, through September 30, 2028.

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 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.