

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. P00023	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: John H. MacRae, Jr. 1580 Sawtelle Street Idaho Falls ID 83402		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE LQ5ZLNE3EM27		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 89303321DEM000061 89304223FEM400000
			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 definitizes the Request for Equitable Adjustment (REA) for Task Order (TO) Reconciliation (REA-2023-003). This modification incorporates the carryover adjustments in Task Orders (TO) 3.2 Integration and Mission Continuity, TO-6.1 Non-Defense Project, and TO-7.1 Integrated Waste Treatment Unit IWTU). This modification also extends TO-3.2 period of performance from September 30, 2025, to September 30, 2031. (See below for details.)

In addition, this modification updates the Ten-Year Hybrid TO (See Attachment, Idaho Cleanup Project Ten-Year Plan Hybrid Task Order (Redline)).

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) J.H. MacRae, Jr. (Jack), Business Services and PCO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Grace H. Ruiz
15B. CONTRACTOR/OFFEROR JOHN MACRAE (Affiliate) <small>Digitally signed by JOHN MACRAE (Affiliate) Date: 2024.05.01 08:49:02 -0600</small> (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA GRACE RUIZ <small>Digitally signed by GRACE RUIZ Date: 2024.05.01 12:57:19 -0600</small> (Signature of Contracting Officer)	16C. DATE SIGNED 05/01/2024

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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)
00302	<p>Payment: OR for Idaho U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831</p> <p>Period of Performance: 10/01/2023 to 09/30/2031</p> <p>Change Item 00302 to read as follows (amount shown is the total amount):</p> <p>CLIN 03 SUBTASK 0302 INTEGRATION AND MISSION CONTINUITY (TASK ORDER 3.2) Line item value is: \$682,509,604.00 Incrementally Funded Amount: \$229,703,690.79</p> <p>This modification updates TO-3.2, Integration and Mission Continuity to definitize the REA for TO Reconciliation (REA-2023-003). TO-3.2 value is increased by \$19,932,055 from \$662,577,549 to \$682,509,604. The increase of \$19,932,055 includes direct costs only. This modification also extends TO-3.2 period of performance from September 30, 2025, to September 30, 2031. (See Attachment, Task Order 3.2 - Integration and Mission Continuity (Redline)).</p> <p>The impact of incorporating this REA within current funding constraints results in \$15,896,073 baselined scope being scheduled into Fiscal Year (FY) 2026. TO-3.2 is incrementally funded and work is limited by available funding through FY 2025.</p> <p>No additional fee is being made available as a result of these changes including scope being scheduled into FY 2026.</p> <p>TO-3.2 Risk Register will be updated in a separate modification.</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>Continued ...</p>				682,509,604.00

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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>CLIN 06 SUBTASK 0601 NON-DEFENSE PROJECT (TASK ORDER 6.1) Line item value is: \$9,891,554.00 Incrementally Funded Amount: \$5,636,259.65</p> <p>This modification updates TO-6.1, Non-Defense Project to include carryover work scope from TO-3 Phase 1. The TO-6.1 value is increased by \$402,283 from \$9,489,271.00 to \$9,891,554. The increase of \$402,283 includes direct costs only. The fixed fee is not impacted by this modification. (See Attachment, Task Order 6.1 - Non-Defense Project (Redline)).</p> <p>TO-6.1 is incrementally funded and work is limited by available funding through FY 2025.</p> <p>TO-6.1 Risk Register will be updated in a separate modification.</p> <p>All other terms and conditions remain unchanged.</p> <p>Change Item 00701 to read as follows (amount shown is the total amount):</p>				9,891,554.00
00701	<p>CLIN 07 SUBTASK 0701 IWTU OPERATIONS (TASK ORDER 7.1) Line item value is: \$233,119,349.00 Incrementally Funded Amount: \$78,860,681.42</p> <p>This modification updates TO-7.1, Integrated Waste Treatment Unit (IWTU) Operations to include carryover work scope from TO-3 Phase 1. The TO-7.1 value is increased by \$2,558,828 from \$230,560,521 to \$233,119,349. The increase of \$2,558,828 includes direct costs only. The fixed 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>TO-7.1 is incrementally funded and work is limited by available funding through FY 2025.</p> <p>TO-7.1 Risk Register will be updated in a separate modification.</p> <p>All other terms and conditions remain unchanged. Continued ...</p>				233,119,349.00

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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>CONTRACTOR'S STATEMENT OF RELEASE: In consideration of the modification agreed to herein as a complete equitable adjustment for the above-stated changes 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>				

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

ICP TYP Hybrid Task Order (anticipated subtasks)					
Subtask No.	Award Date	Subtask Title	Subtask Type	Subtask Period of Performance	Subtask Value (Fully Burdened Cost + Fee)
CLIN 03 Integration and Mission Continuity					
301		Reserved			
302	09/22/2023	Integration and Mission Continuity (TO 3.2)	CPAF	10/1/2023 - 9/30/2031 25	\$ 682,509,604 662,577,549
CLIN 04 RWMC Closure					
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
CLIN 05 Naval Reactors					
501	09/08/2023	S1W D&D (TO 5.1)	CPIF	10/1/2023 - 11/26/2025	\$ 58,691,405
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
CLIN 06 Non-Defense					
601	09/19/2023	Non-Defense (TO 6.1)	CPFF	10/1/2023 - 9/30/2025	\$ 9,891,554 9,489,271
CLIN 07 Tank Closure					
701	09/18/2023	IWTU Operations (TO 7.1)	CPFF	10/1/2023 - 9/30/2025	\$ 233,119,349 230,560,521
702	TBD	Tank Closure (TO 7.2)	TBD	TBD	TBD

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

TOTAL	\$ <u>984,211,912</u> 961,318,746
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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:

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	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.

Total Estimated Cost:		\$ <u>615,759,537</u>
		<u>595,827,482</u>
Award Fee:		\$ 50,244,899
PMI Fee FY24 and FY25:	FY24	\$ 2,000,000
	FY25	\$ <u>2,000,000</u>
	Total	\$ 4,000,000
Total Estimated Cost and Fee:		\$ <u>670,004,436</u>
		<u>650,072,381</u>
Accrued Legacy Contract Liabilities:		\$ 12,505,168
Total TO 3.2 Value		\$ <u>682,509,604</u>
		<u>662,577,549</u>

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000

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	\$ 554,262,630 <u>540,967,271</u>	\$ 45,952,808	\$ 4,000,000	\$ 604,215,438 <u>590,920,079</u>
Navy	\$ 61,496,907 <u>54,860,211</u>	\$ 4,292,091	\$ -	\$ 65,788,998 <u>59,152,302</u>
Total	\$ 615,759,537 <u>595,827,482</u>	\$ 50,244,899	\$ 4,000,000	\$ 670,004,436 <u>650,072,381</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	\$ 602,464,178 <u>595,827,562</u>	\$ 50,244 899	FY24 \$2,000,000 FY25 \$2,000,000 Total \$4,000,000	\$ 656,709,077 <u>650,072,461</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)*.

IDAHO CLEANUP PROJECT (ICP)

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

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

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Table B-4. Available Award Fee Distribution

Task Order Period	Available Fee as Originally Awarded	Fee Associated with Task Order Changes	Total Available Fee	Available Fee Earned & Paid	Fee Forfeited
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		
Total	\$ 54,176,200	\$ 68,699	\$ 54,244,899	TBD	TBD

(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

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

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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)

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000

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

MOD P000~~2319~~

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, ~~2031~~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.

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P002~~32~~
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 P002~~32~~
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 P002~~32~~
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 P002~~32~~
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 P002~~32~~

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:

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:	\$ <u>9,546,122</u> <u>9,143,839</u>
Fixed Fee:	\$ 345,432
PMI Fee:	*
Total Estimated Price:	\$ <u>9,891,554</u> <u>9,489,271</u> ***
Level of Effort (Productive Hours):	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.

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P002~~32~~
CLIN 06, SUBTASK 6.1 – NON-DEFENSE PROJECT (TO-6.1)

(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.

(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)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P002~~32~~
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)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P0002~~32~~

SUBTASK 0701 - IWTU OPERATIONS

**Task Order 7.1, Subtask 0701 – Integrated Waste Treatment Unit
(IWTU) Operations (CLIN 07)**

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P0002~~32~~

SUBTASK 0701 - IWTU OPERATIONS

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IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P0002~~32~~
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:

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	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.

Total Estimated Cost:	<u>\$224,698,329</u> 222,139,501
Fixed Fee:	\$ 8,421,020
PMI Fee:	*
Total Estimated Price:	<u>\$233,119,349</u> 230,560,521
Level of Effort (Productive Hours):	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	\$224,698,329 222,139,501	\$8,421,020	*	\$233,119,349 230,560,521
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)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P0002~~32~~

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)

CONTRACT NO. 89303321DEM000061, CID: 89304223FEM400000, MODIFICATION P0002~~32~~

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.