| AMENDMENT OF SOLICITATION/MODIFIC | ATION OF CO | NTRACT | | 1. CONTRACT ID CODE | F | PAGE OF | PAGES |
|--|---|---|------------------------|--|-----------------------------------|-------------------|------------------------------|
| 2. AMENDMENT/MODIFICATION NO. | 3. EFFECTIVE | DATE 4 | I. REQ | UISITION/PURCHASE REQ. NO. | 5. PRO | JECT NO. | (If applicable) |
| P00047 | See Bloc | k 16C | | | | | |
| 6. ISSUED BY CODE | 893042 | | 7. ADN | INISTERED BY (If other than Item 6) | CODE | 0070 | 1 |
| EM-Idaho Department of Energy Office of Environmental Mana Idaho Cleanup Project 1955 Fremont Avenue | agement | | Idal 195 | Department of Energy no Operations Office Fremont Avenue no Falls ID 83415 | | | |
| Idaho Falls ID 83415 | | | | | | | |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., stree IDAHO ENVIRONMENTAL COALITIO Attn: Jason Mack 500 William Northern Blvd Cullahoma TN 373884729 | | (x) | 9B. 4 10/8 9 8 9 8 9 | AMENDMENT OF SOLICITATION NO. DATED (SEE ITEM 11) A. MODIFICATION OF CONTRACT/ORDER NO. 303321 DEM000061 304223 FEM400000 B. DATED (SEE ITEM 13) | 0. | | |
| CODE LQ5ZLNE3EM27 | FACILITY CODE | | 0 | 9/08/2023 | | | |
| | 11. THIS ITE | M ONLY APPLIES TO AM | IENDM | ENTS OF SOLICITATIONS | | | |
| separate letter or electronic communication which incl RECEIVED AT THE PLACE DESIGNATED FOR THE OFFER. If by virtue of this amendment you desire to each letter or electronic communication makes refere 12. ACCOUNTING AND APPROPRIATION DATA (If req 13. THIS ITEM ONLY APPLIES TO M | RECEIPT OF OF change an offer al nce to the solicitat uired) | FERS PRIOR TO THE H ready submitted , such ch ion and this amendment, | OUR Anange | ND DATE SPECIFIED MAY RESULT IN REJE may be made by letter or electronic communica | CTION (ation, pro ecified. | OF YOUR ovided | |
| FAR 52.243-2 Changes - Co | ost Reimburs CT/ORDER IS MC HINITEM 14, PU | DIFIED TO REFLECT TH RSUANT TO THE AUTHO |) – HE ADI DRITY | ES SET FORTH IN ITEM 14 ARE MADE IN THE ALT I, III, IIII (April 1984) MINISTRATIVE CHANGES (such as changes of FAR 43.103(b). | | | |
| D. OTHER (Specify type of modification | and authority) | | | | | | |
| E. IMPORTANT: Contractor is not | x is required to | sign this document and r | eturn | 1 copies to the issuing | g office. | | |
| 14. DESCRIPTION OF AMENDMENT/MODIFICATION UEI: LQ5ZLNE3EM27 The purpose of this modificatesting under Task Order (TO unilateral change order with (CLN241090 dated 5/16/2024 adetails. | tion is t)-3.2, Ir a Not-to | o definitize tegration and | wo: d M: | rk scope relating to ul ission Continuity. Prev f \$400K was issued for | tra s ious this | ly a work | for |
| In addition, this modification and the continued Except as provided herein, all terms and conditions of the continued the c | ybrid Tas ne document refer ally signed t | enced in Item 9 A or 10A, | r Pi | lan_P00047_Redline). | ull force : | and effect. | |
| KIMBERLI SOUTHWICK SOUT | | | Gra | ce H. Ruiz | | | |
| (Affiliate) R/OFFEROR -06'0 | : 2024.09.30 0' | 11:24:00 15C. DATE SIGNED | | PRIACE ATES OF AMPINITALY signed by GRACE RUIZ Date: 2024,09.30 12:42:20.06:00! | | | C. DATE SIGNED 09/30/2024 |
| (Signature of person authorized to sign) | | | | (Signature of Contracting Officer) | | | |

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
89303321DEM000061/89304223FEM400000/P00047

PAGE 2 OF 3

NAME OF OFFEROR OR CONTRACTOR

IDAHO ENVIRONMENTAL COALITION LLC

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|---|----------|------|------------|----------------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| 00302 | Payment: OR for Idaho U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Period of Performance: 10/01/2023 to 09/30/2031 Change Item 00302 to read as follows(amount shown is the total amount): CLIN 03 SUBTASK 0302 INTEGRATION AND MISSION | | | | 695,818,817.00 |
| | CONTINUITY (TASK ORDER 3.2) Line item value is: \$695,818,817.00 Incrementally Funded Amount: \$415,516,447.21 | | | | ,, |
| | This modification incorporates additional work scope for ultra sonic testing capabilities under Section C.5.1.04 CH-TRU Storage and Movement. Based on the additional scope, TO-3.2 value is increased by a total of \$1,978,542 (\$1,787,409 direct costs, \$38,226 program overhead, and \$152,907 available fee) from \$693,840,275 to \$695,818,817. In a separate task order modification, the available fee will be incorporated into the Fiscal Year 2025 Performance Evaluation Measurement Plan (PEMP). Work scope planned beyond September 30, 2025, is added to Exhibit B-1, Anticipated Priced Work, as Item No. 75 for \$260,282 (unburdened). Task Order 3.2 - Integration and Mission | | | | |
| | Continuity is updated to incorporate the above changes, correct Table B-3 Task Order Structure Estimated Cost for the adjustment from Mod P00023, and update Section C - Performance Work Statement listed Exhibit title from Exhibit C-1 to Exhibit B-1 (See Attachment Task Order 3.2 IMC_P00047_Redline). | | | | |
| | Also attached is the Risk Register for this work scope. Based on events subsequent to the submittal of the Risk Register, Risk TRU304 has been closed. The Risk Register status will be updated to closed in a separate modification during the next TO Risk Register update. Any DOE ICP risk realized will require a formal Request Continued | | | | |
| | | | | | |

 CONTINUATION SHEET
 REFERENCE NO. OF DOCUMENT BEING CONTINUED
 PAGE
 OF

 89303321 DEM000061/89304223 FEM400000/P00047
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NAME OF OFFEROR OR CONTRACTOR

IDAHO ENVIRONMENTAL COALITION LLC

| TEM NO. | SUPPLIES/SERVICES | QUANTITY | | UNIT PRICE | AMOUNT |
|---------|--|----------|-----|------------|--------|
| (A) | (B) | (C) | (D) | (E) | (F) |
| | for Equitable Adjustment (REA) to be submitted, | | | | |
| | reviewed, and approved by DOE ICP (See Attachment Risk Register P00047). | | | | |
| | KISK Register_1000477. | | | | |
| | All other terms and conditions remain unchanged. | | | | |
| | CONTRACTOR'S STATEMENT OF RELEASE: In | 1 1 | | | |
| | consideration of the modification agreed to | | | | |
| | herein as a complete equitable adjustment for the | | | | |
| | above stated scope of work 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 | 1 | l | | |
| | proposal for adjustment. | | | | |
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Kreimann-Duane, Ashley A

From: Kreimann-Duane, Ashley A

Sent: Thursday, September 12, 2024 10:04 AM

To: Delegation of Authority; Salmon, Tony F; Southwick, Shawna A; Killpack, Jason D; Anderson, Jade M

Subject: Delegation of Authority - Jack MacRae, Sr. Director, Business Services & PCO

Notification of Delegation of Authority

Manager's Name: Jack MacRae, Sr. Director, Business Services & PCO

Phone Numbers: Office No.: 208-533-0010 Cell No.: 208-541-1483

Delegation Starts: Thursday, September 12th, 2024 @ 12:00 p.m. Delegation Ends: Wednesday, September 24th, 2024 @ 5:30 p.m.

Reason for Absence: Personal Leave

Acting Manager's Name: Kimberli Southwick, Deputy/CFO

Phone Numbers: Office No.: 208 533-3841 Cell No.: 208-770-1622

Signature Authority: Yes Timecard Approval: No Mail Delegation: NA

Please forward this delegation to others who may have a need to know.

Thank you,

Ashley Kreimann-Duane | Business Services & Prime Contracts Administrative Assistant | O: 208.533.0615 | M: 208.906.7992 | Ashley.Kreimannduane@icp.doe.gov | Idaho Environmental Coalition | 1580 Sawtelle St. Idaho Falls, ID 83402 | www.idahoenvironmental.com |



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Kreimann-Duane, Ashley A

From: Kreimann-Duane, Ashley A

Sent: Thursday, September 12, 2024 10:07 AM

To: Delegation of Authority; Salmon, Tony F; Southwick, Shawna A; Killpack, Jason D; Anderson, Jade M

Subject: Delegation of Authority - Jack MacRae, Sr. Director, Business Services & PCO

Notification of Delegation of Authority

Manager's Name: Jack MacRae, Sr. Director, Business Services & PCO

Phone Numbers: Office No.: 208-533-0010 Cell No.: 208-541-1483

Delegation Starts: Wednesday, September 25th, 2024 @ 6:30 a.m. Delegation Ends: Monday, September 30th, 2024 @ 5:30 p.m.

Reason for Absence: Leave/Working from Home

Acting Manager's Name: Kimberli Southwick, Deputy/CFO

Phone Numbers: Office No.: 208 533-3841 Cell No.: 208-770-1622

Signature Authority: Yes Timecard Approval: No Mail Delegation: NA

Comments: Working from home. Will have access to phone and email.

Please forward this delegation to others who may have a need to know.

Thank you,

Ashley Kreimann-Duane | Business Services & Prime Contracts Administrative Assistant | O: 208.533.0615 | M: 208.906.7992 | Ashley Kreimannduane@icp.doe.gov | Idaho Environmental Coalition | 1580 Sawtelle St. Idaho Falls, ID 83402 | www.idahoenvironmental.com |



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CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000 ICP TEN-YEAR PLAN - HYBRID TASK ORDER MOD P0004739

IDAHO CLEANUP PROJECT (ICP) TEN-YEAR PLAN HYBRID TASK ORDER

IDAHO CLEANUP PROJECT (ICP) CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000 ICP TEN-YEAR PLAN - HYBRID TASK ORDER MOD P000<u>47</u>39

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IDAHO CLEANUP PROJECT (ICP) CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000 ICP TEN-YEAR PLAN - HYBRID TASK ORDER MOD P000<u>47</u>39

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CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000 ICP TEN-YEAR PLAN - HYBRID TASK ORDER MOD P0004739

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 ar | nd Mission | Continuity | | | | | |
| 301 | | Reserved | | | | | | | |
| 302 | 09/22/2023 | Integration and Mission Continuity (TO 3.2) | 1 · · · · · · · · · · · · · · · · · · · | | \$ <u>695,818,817</u> 693,840,275 | | | | |
| | | CLIN 04 RWI | MC Closur | re | | | | | |
| 401 | | Reserved | | | | | | | |
| 402 | TBD | SDA Cap Installation (TO 4.2) CPIF TBD | | TBD | | | | | |
| 403 | TBD | AMWTP Storage Facility RCRA TBD TBD | | TBD | | | | | |
| | | Closure and Demo (TO 4.3) | | | | | | | |
| 404 | TBD | AMWTP Treatment Facility RCRA | TBD | TBD | TBD | | | | |
| | | Closure and Demo (TO 4.4) | | | | | | | |
| | | CLIN 05 Nav | al Reactors | 8 | | | | | |
| 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 No | n-Defense | | T | | | | |
| 601 | 09/19/2023 | Non-Defense (TO 6.1) | CPFF | 10/1/2023 - 9/30/2025 | \$ 13,449,425 | | | | |
| | CLIN 07 Tank Closure | | | | | | | | |
| 701 | 09/18/2023 | IWTU Operations (TO 7.1) | CPFF | 10/1/2023 - 9/30/2025 | \$ 233,119,349 | | | | |
| 702 | TBD | Tank Closure (TO 7.2) | TBD | TBD | TBD | | | | |
| | ТО | TAL | | | \$ <u>1,001,078,996</u> 999,100,454 | | | | |

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000 ICP TEN-YEAR PLAN - HYBRID TASK ORDER MOD P0004739

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) Licenserequired 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.

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000 ICP TEN-YEAR PLAN - HYBRID TASK ORDER MOD P0004739

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.

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000 CLIN 03, SUBTASK 0302 – INTEGRATION AND MISSION CONTINUITY (TO 3.2) MOD P0004723

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) MOD P000<u>4723</u>

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IDAHO CLEANUP PROJECT (ICP) CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000 CLIN 03, SUBTASK 0302 – INTEGRATION AND MISSION CONTINUITY (TO 3.2) MOD P000<u>47</u>23

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IDAHO CLEANUP PROJECT (ICP)
CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000
CLIN 03, SUBTASK 0302 – INTEGRATION AND MISSION CONTINUITY (TO 3.2) MOD P000<u>4723</u>

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CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000 CLIN 03, SUBTASK 0302 – INTEGRATION AND MISSION CONTINUITY (TO 3.2) MOD P0004723

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>628,105,021</u> <u>615,759,537</u> |
|--------------------------------------|---|
| Award Fee: | \$ <u>51,208,628</u> <u>50,244,899</u> |
| 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>683,313,649</u> 670,004,436 |
| Accrued Legacy Contract Liabilities: | \$ 12,505,168 |
| Total TO 3.2 Value | \$ <u>695,818,817</u> 682,509,604 |

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000 CLIN 03, SUBTASK 0302 – INTEGRATION AND MISSION CONTINUITY (TO 3.2) MOD P0004723

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 | \$ <u>556,047,151</u> | \$ <u>46,105,715</u> | \$ 4,000,000 | \$ <u>606,152,866</u> |
| | <u>_554,262,630</u> | <u>45,952,808</u> | | _ 604,215,438 |
| Navy | \$ <u>72,057,870</u> | \$ <u>5,102,913</u> | \$ - | \$ <u>77,160,783</u> |
| | <u>61,496,907</u> | 4,292,091 | | 65,788,998 |
| Total | \$ <u>628,105,021</u> | \$ <u>51,208,628</u> | \$ 4,000,000 | \$ <u>683,313,649</u> |
| | 615,759,537 | 50,244,899 | | 670,004,436 |

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 | \$ <u>628,105,021</u> _ 602,464,178 | \$ <u>51,208,628</u> _ <u>50,244 899</u> | FY24 \$2,000,000 FY25 \$2,000,000 Total \$4,000,000 | \$ <u>683,131,649</u> 656,709,077 |
| TO = Task Order | | | CPA | F= Cost-Plus-Awar | d-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).

CONTRACT NO. 89303321DEM000061, CID 89304223FEM400000 CLIN 03, SUBTASK 0302 – INTEGRATION AND MISSION CONTINUITY (TO 3.2) MOD P0004723

- (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.

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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 PMI Fee* | \$ 22,725,180 \$ 2,000,000 | \$ 68,699 TBD | \$ 22,793,879 \$ 2,000,000 | TBD | TBD |
| Fiscal Year 2025 Award Fee PMI Fee | \$ 27,451,020 \$ 2,000,000 | TBD | \$ 27,451,020 \$ 2,000,000 | TBD | TBD |
| 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.

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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 CB-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 CB-1) as authorized. Priced work must fall within Task Order 3.2 period of performance.

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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 period of performance for Task Order 3.2 is 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.

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EXHIBIT B-1

ANTICIPATED PRICED WORK

Exhibit B-1 is a list of anticipated priced work that may be added to Task Order 3.2 subject to the availability of funding. While this priced work is included in the Performance Work Statement, it is not part of the estimated cost or fee until the specific work scope(s) is authorized through a bilateral modification. Based on evaluation of Department of Energy (DOE) priorities and through Contractor efficiencies and/or an increase in available funding, DOE Idaho Cleanup Project (ICP) may authorize the performance of a negotiated priced work during Task Order 3.2 period of performance through a bilateral task order modification. 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.) and associated fee.

| Item No. | PBS | WBS and Title | Total (w/o Burdened, Fee, Escalation) |
|-------------|------------|--|---|
| 1 | PBS 13 | D.2.03.35.07 TO3.2-CH-TRU Load Management – WIPP Shipping Addl Support | \$ 277,296 |
| 2 | PBS 13 | D.2.03.37.02 TO3.2-TRU AMWTP Maintenance Project Management | \$ 28,873 |
| 3 | PBS 13 | D.2.03.37.03 TO3.2-CH-TRU AMWTP Maintenance Activities | \$ 629,858 |
| 4 | PBS 13 | D.2.03.37.05 TO3.2-CH-TRU Site Maintenance - Winter | \$ 51,727 |
| 5 | PBS 13 | D.2.04.30.14 TO3.2-Processing Operations | \$ 171,051 |
| 6 | PBS 13 | D.2.03.36.04 TO3.2-AMWTP LLW/MLLW Treatment and Disposal | \$ 481,132 |
| 7 | PBS 13 | D.2.03.36.05 TO3.2-AMWTP LLW/MLLW Material & Equipment Procurement | \$ 204,794 |
| 8 | PBS 13 | D.2.04.30.18 TO3.2-Facility Improvements | \$ 730,500 |
| 9 | PBS 13 | D.2.04.30.19 TO3.2-AMWTP LLW/MLLW Sludge Shipments to PermaFix Florida11 Retrieval | \$ 982,478 |
| 10 | PBS 13 | D.2.05.30.16 TO3.2-Non AMWTP Treatment and Disposal | \$ 446,064 |
| 11 | PBS 13 | D.2.05.30.17 TO3.2-Non AMWTP Treatment and Disposal - LL/MLL Class A | \$ 456,256 |
| 12 | PBS 13 | D.2.05.30.18 TO3.2-MLL Greater then Class A | \$ 72,210 |
| 13 | PBS 13 | D.2.05.30.19 TO3.2-Hazardous and Non-Hazardous | \$ 60,880 |
| 14 | LI-Calcine | D.3.05.31.03 TO3.2-TO3.2 - VIT - Design Authority - Preconceptual Design | \$ 1,125,245 |
| 15 | LI-Calcine | D.3.05.31.03 TO3.2-TO3.2 - VIT - Design Authority - Preconceptual Design | \$ 2,306,867 |
| 16 | PBS 30 | D.4.16.30.11 TO3.2-Phase 3 Remedial Action Work Plan | \$ 58,694 |
| 17 | PBS 30 | D.4.16.30.12 TO3.2-Phase 3 SDA CAP Management & Support | \$ 300,467 |
| 18 | PBS 30 | D.4.16.30.13 TO3.2-Phase 3 CERCLA Documents Support | \$ 659,023 |
| 19 | PBS 30 | D.4.16.30.14 TO3.2-SDA CAP Preparation Activities | \$ 7,718,769 |
| 20 | PBS 14 | D.3.03.3A.05 TO3.2-Firewater System PIV Replacement Phase I | \$ 559,774 |
| 21 | PBS 14 | D.3.03.35.04 TO3.2-Utility Tunnel Reopen Beech Street | \$ 975,029 |
| 22 | PBS 14 | D.3.03.3C.03 TO3.2-INTEC Crane 101 Replacement and Closeout | \$ 410,868 |
| 23 | PBS 14 | D.3.03.3C.04 TO3.2-INTEC Crane 401 Replacement and Closeout | \$ 410,868 |
| 24 | PBS 14 | D.3.03.3F.02 TO3.2-606 Boiler House HVAC | \$ 314,142 |
| 25 | PBS 14 | D.3.03.3H.03 TO3.2-CPP-603 Tandem Crane Structural Analysis | \$ 218,115 |
| 26 | PBS 14 | D.3.03.3J.02 TO3.2-INTEC Emergent Mods, Repairs, & Installations | \$ 266,359 |
| 27 | PBS 14 | D.3.03.3P.01 TO3.2-Tank Farm Tent Replacement (1-4) | \$ 103,293 |
| 28 | PBS 14 | D.3.04.31.10 TO3.2-Tank Farm Closure Readiness Assessment | \$ 993,285 |
| 29 | PBS 13 | D.2.03.36.06 TO3.2-AMWTP LLW/MLLW Sludge Shipments to PermaFix Florida | \$ 6,827,021 |

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| Item | | | Total (w/o | | | | | | | | |
|-----------|--------|--|----------------|---------------------|--|--|--|--|--|--|--|
| No. | PBS | WBS and Title | Burdened, Fee, | | | | | | | | |
| | | | | 3,055,986 | | | | | | | |
| 30 | PBS 14 | D.3.02.30.14 TO3.2 - CRAC1 - CPP-691 Building Maintenance \$ | | | | | | | | | |
| 31 | PBS 14 | D.3.02.30.16 TO3.2 - CRAC1 - CSSF 1 Closure Design | \$ | 1,269,573 | | | | | | | |
| 32 | PBS 14 | D.6.03.32.01 Operate and Maintain Corwdstrike Tool | \$ | 1,532,509 | | | | | | | |
| 33 | PBS 14 | D.6.03.33.01 Network Hardware Ordering | \$ | 518,378 | | | | | | | |
| 34 | PBS 14 | D.6.03.33.03 Architect and Implement Virtual Server Environment | \$ | 459,386 | | | | | | | |
| 35 | PBS 14 | D.3.03.3E.03 TO3-DOE O 436.1 Energy Audits | \$ | 40,926 1,829,995 | | | | | | | |
| 36 | PBS 12 | ë 1 ë ë 3 ë | | | | | | | | | |
| 37 | PBS 12 | D.1.02.33.35 TO3.2-CPP-603 Reconfiguration/Repackaging Fabrication | | | | | | | | | |
| 38 | PBS 12 | | \$ | 338,030 | | | | | | | |
| 39 | PBS 12 | D.1.02.33.36 TO3.2-CPP-603 Reconfiguration/Repackaging Operations and Training | \$ | 115,142 | | | | | | | |
| 40 | PBS 13 | D.2.05.30.20 T03.2-Waste Tracking - WTS System Upgrade | \$ | 1,456,101 | | | | | | | |
| 41 | PBS 14 | D.6.02.34.05 TO3.2-Purchase & Implement Infrastructure Software | \$ | 98,187 | | | | | | | |
| 42 | PBS 14 | D.6.02.39.01 TO3.2 - Structure RWMC | \$ | 87,120 | | | | | | | |
| 43 | PBS 14 | D.6.02.39.04 TO3.2 - HVAC RWMC | \$ | 249,250 | | | | | | | |
| 44 | PBS 14 | D.6.02.39.05 TO3.2 - HVAC INTEC | \$ | 291,148 19,083 | | | | | | | |
| 45 | PBS 14 | D.6.02.39.06 TO3.2 - HVAC SSF | | | | | | | | | |
| 46 | PBS 14 | | \$ | 118,398 | | | | | | | |
| 47 | PBS 14 | D.6.02.40.01 TO3.2 - Fiber RWMC | \$ | 1,772,375 | | | | | | | |
| 48 | PBS 14 | D.6.02.40.02 TO3.2 - Fiber INTEC | \$ | 1,179,802 | | | | | | | |
| 49 | PBS 14 | D.6.02.40.03 TO3.2 - Fiber SSF | \$ | 777,959 | | | | | | | |
| 50 | PBS 30 | D.4.16.30.12 TO3.2-Phase 3 SDA CAP Management & Support | \$ | 668,152 | | | | | | | |
| 51 | PBS 30 | D.4.16.30.13 TO3.2-Phase 3 CERCLA Documents Support | \$ | 288,913 | | | | | | | |
| 52 | PBS 30 | D.4.16.30.14 TO3.2-SDA CAP Preparation Activities | \$ | 87,786 | | | | | | | |
| 53 | PBS 14 | D.3.03.3A.05 TO3.2-Firewater System PIV Replacement Phase I | \$ | 320,237 | | | | | | | |
| 54 | PBS 14 | D.3.03.35.04 TO3.2-Utility Tunnel Reopen Beech Street | \$ | 249,958 | | | | | | | |
| 55 | PBS 14 | D.3.03.3H.03 TO3.2-CPP-603 Tandem Crane Structural Analysis | \$ | 46,639 | | | | | | | |
| 56 | PBS 14 | D.3.03.3J.02 TO3.2-INTEC Emergent Mods, Repairs, & Installations \$ | | | | | | | | | |
| 57 | PBS 14 | D.3.03.3P.01 TO3.2-Tank Farm Tent Replacement (1-4) | \$ | 92,619 | | | | | | | |
| 58 | PBS 13 | D.2.03.36.06 TO3.2-AMWTP LLW/MLLW Sludge Shipments to PermaFix Florida \$ | | | | | | | | | |
| 59 | PBS 14 | D.6.03.32.01 Operate and Maintain Corwdstrike Tool | \$ | 213,175 | | | | | | | |
| 60 | PBS 14 | D.6.03.33.03 Architect and Implement Virtual Server Environment | \$ | 537,004 | | | | | | | |
| 61 | PBS 14 | D.3.03.3E.03 TO3-DOE O 436.1 Energy Audits | \$ | 40,926 | | | | | | | |
| 62 | PBS 12 | D.1.02.33.33 TO3.2-CPP-603 Reconfiguration/Repackaging Project Management | \$ | 2,127,967 | | | | | | | |
| 63 | PBS 12 | D.1.02.33.34 TO3.2-CPP-603 Reconfiguration/Repackaging Engineering | \$ | 195,243 | | | | | | | |
| 64 | PBS 12 | D.1.02.33.35 TO3.2-CPP-603 Reconfiguration/Repackaging Fabrication | \$ | 994,334 | | | | | | | |
| 65 | PBS 12 | D.1.02.33.36 TO3.2-CPP-603 Reconfiguration/Repackaging Operations and Training | \$ | 127,079 | | | | | | | |
| 66 | PBS 14 | D.6.02.39.01 TO3.2 - Structure RWMC | \$ | 60,447 | | | | | | | |
| 67 | PBS 14 | D.6.02.39.04 TO3.2 - HVAC RWMC | \$ | 180,744 | | | | | | | |
| 68 | PBS 14 | D.6.02.39.05 TO3.2 - HVAC INTEC | \$ | 235,601 | | | | | | | |
| 69 | PBS 14 | D.6.02.39.06 TO3.2 - HVAC SSF | \$ | 48,487 | | | | | | | |
| 70 | PBS 14 | D.6.02.39.07 TO3.2 - Power RWMC | \$ | 134,900 | | | | | | | |
| 71 | PBS 14 | D.6.02.40.01 TO3.2 - Fiber RWMC | \$ | 475,403 | | | | | | | |
| 72 | PBS 14 | D.6.02.40.02 TO3.2 - Fiber INTEC | \$ | 922,454 | | | | | | | |
| 73 | PBS 14 | D.6.02.40.03 TO3.2 - Fiber SSF | \$ | 605,104 | | | | | | | |
| 74 | PBS 13 | D.2.03.37.06 TO3.2 - WMF-618 Crane Repair | \$ | 816,630 | | | | | | | |
| <u>75</u> | PBS 13 | D.2.03.34.07 TO3.2 - Ultrasonic Testing of Containers | \$ | 260,282 | | | | | | | |
| | | TOTAL | \$ | 60,869,894 | | | | | | | |
| | | | | 60,609,612 | | | | | | | |

Total may vary due to rounding.

PBS - Project Baseline Summary WBS - Work Breakdown Structure



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AMWTP Container Ultrasonic Testing Project Risk Register

Idaho Cleanup Project Programmatic Risk Register

| | Updated: 8.07.24 | | | | | | | | | | | | | | Cost Impacts | | Schee | dule Impacts (ii | n days) | 1 | | | | | | | | |
|----|------------------|------------|-----------------------------|---------------|------------------|----------------------------------|---|--|---|----------|--------------|------------------------|---------------|-------------|--------------|-------------|------------|------------------|---------|-------------|---|--|---|-------------------------|--------------------|-------------|--|-----|
| Ri | k ID | WBS | Responsible Organization | Risk Owner | IEC Risk Back-up | Risk Title | Risk Description | Trigger Event | Status | | landling Ris | sk Event kelihood F | Risk Impact F | Risk Rating | Best Case | Most Likely | Worst Case | | | Worst Case4 | Basis of Impacts | Mitigation/Enhancement Activities | Mitigation Activities (P6 activity that points to your mitigation action) | Risk Corrective Actions | Date Identified | Last update | P6 Activity (where is this risk likely to occur) | PBS |
| TF | J301 E | .2.03.34 | IEC | Martin, David | Martin, David | Equipment Availability | | robot is not delivered on the day as expected to. | Open | Threat | Accept Pi | Possible | Minor | 2-Low S | \$ 10,000 | \$ 20,000 | \$ 40,00 | 8 | 16 | | Numbers developed based on CAM judgement. Subcontractor cost and schedule are in development and will be used to fine tune risk. | | N/A | N/A | 6/17/2024 | 6/20/2024 U | IT-1171 | 13 |
| TF | J302 E | .2.03.34 | IEC | Martin, David | Martin, David | Less Than Anticipated Throughput | than anticipated, the project will experience schedule delays. perfor | project realizes the robot orms scans slower than originally cipated. | Open | Threat N | Mitigate | Rare | Minor | 1-Low S | 5,000 | \$ 20,000 | \$ 40,00 | 4 | 16 | | Current numbers based on CAM judgement, subcontractor schedule and cost are being developed and will allow fine tune of risk. | Procure a backup robot to operate in parallel to mitigate schedule delays. | RM-UT-5010 | N/A | 6/17/2024 | 6/20/2024 L | T-1370 | 13 |
| TF | J303 E | .2.03.34 | IEC | Martin, David | Martin, David | Availability of Drum Move Crew | scope, resulting in schedule delays. | asonic Testing is paused until v is available to move drums to bit location. | Open | Threat | Accept U | Jnlikely | Minor | 2-Low \$ | 5,000 | \$ 20,000 | \$ 40,00 | 4 | 16 | 32 | CAM judgement used to develop initial numbers, subcontractor schedule and cost in development and will allow for fine tuning of risk evaluation. | N/A | N/A | N/A | 6/17/2024 | 6/20/2024 L | IT-1370 | 13 |
| TF | J304 D. | 2.03.34.07 | IEC | Martin, David | Martin, David | Subcontractor Costs | | t was provided in the original nate. | Open (Risk is closed. See Note below | Threat | Accept U | Jnlikely | Minor | 2-Low Ş | \$ 50,000 | \$ 100,000 | \$ 200,00 | 0 | 0 | 0 | There will be no schedule impact if this risk is realized. Cost impacts have been estimated based on potential fluctuation in the detailed scope of work that has been generated since the original estimate was received from the subcontractor. | N/A | N/A | N/A | 8/7/2024 | 8/7/2024 L | IT-1033 | 13 |

Note: Risk TRU304 status is closed. Status will be updated in separate, subsequent modification.