

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00012	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY EM -Environmental Mgmt Con Bus Ctr EMCBC U.S. Department of Energy EM Consolidated Business Center 550 Main Street, Room 7-010 Cincinnati OH 45202	CODE 893033	7. ADMINISTERED BY (If other than Item 6) Idaho Operations U.S. Department of Energy Idaho Operations 1955 Fremont Avenue MS 1221 Idaho Falls ID 83415	CODE 00701
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Idaho Environmental Coalition LLC Attn: Linda Duckworth 600 William Northern Blvd Tullahoma TN 373884729		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 117556716		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. 89303321DEM000061
			10B. DATED (SEE ITEM 13) 05/27/2021

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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Section I.172 FAR 52.243-2 - Changes -- Cost Reimbursement (Aug 1987) - Alt I (Apr 1984)
	D. OTHER (Specify type of modification and authority)

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.)

DUNS Number: 117556716

MASTER IDIQ CONTRACT:

The purpose of this modification is to definitize an advance agreement for the Indirect Cost Methodology. This agreement represents a mutual understanding of the parties of the costs and methodology for indirect costs/rates and the application of any associated fees under the IDIQ contract and task orders. The agreement is attached to this modification (Contract Schedule J-17.1). Signature on this SF30 form represents signature of the advance agreement.

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., Business Services & PCO	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aaron Nebeker
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 2 FEB 22
16B. UNITED STATES OF AMERICA AARON NEBEKER Digitally signed by AARON NEBEKER Date: 2022.02.02 08:56:31 -07'00' (Signature of Contracting Officer)	16C. DATE SIGNED 02/02/2022

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CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
89303321DEM000061/P00012

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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>This modification also adds contract Schedule J-17 List of Advance Agreements and updates contract Schedules J-0 List of Attachments, Schedule J-4 List of INL Mandatory and Optional Site Services, and Schedule J-5 Environmental Regulatory Structure and Interface Protocol for the ICP Contractor.</p> <p>Payment: OR for Idaho https://vipers.doe.gov Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov Period of Performance: 10/01/2021 to 09/30/2031</p>				

Part III - List of Documents, Exhibits, and Other Attachments

Section J

List of Attachments

The following attachments constitute part of this Contract:

Attachment Number	Title of Attachment
J-1	Acronym List
J-2	Contract Deliverables
J-3	Requirements Sources and Implementing Documents (List B)
J-4	List of INL Mandatory and Optional Site Services
J-5	Environmental Regulatory Structure and Interface Protocol for the ICP Contractor
J-6	Wage Determinations
J-7	Government Furnished Services and Items (GFS/I)
J-8	Performance Guarantee Agreement
J-9	Master Small Business Subcontracting Plan
J-10	Community Commitment Plan
J-11	IDIQ Labor Rate Schedule
J-12	Task Order Tracking Matrix
J-13	Transition Period Task Order
J-13.1	Advance Agreement – Precontract Costs in Anticipation of TO-1
J-14	Implementation Period Task Order
J-15	ICP Essential Missions Task Order
J-16	IWTU Operations Task Order
J-17	List of Advance Agreements
J-17.1	Advance Agreement – Indirect Cost Methodology

Attachment J-4

List of INL Mandatory and Optional Site Services

The Contractor’s use of a Mandatory or Optional INL Site Service shall not negate the Contractor’s responsibility to comply with applicable laws, regulations and contract requirements. If the Contractor believes that the use of any of the Mandatory or Optional INL Site Services would potentially result in non-compliance, the Contractor is responsible for resolving area(s) of potential non-compliance with the INL contractor through its interface agreement. Potential non-compliance issues that cannot be resolved between both parties shall promptly be communicated to DOE.

LIST OF INL MANDATORY AND OPTIONAL SITE SERVICES

	Mandatory Service Title	PWS Section	Scope Description
1.	Fire Department and Emergency Medical Services	C.3.1; C.3.2; C.7.2.01.02; C.9.3.10	<ul style="list-style-type: none"> • Provide Fire Department services which encompasses qualified personnel and equipment to respond to emergencies such as medical, structural fires, wildland fires, vehicle accidents, and special hazards (e.g., confined space rescue, HAZMAT, and high- and low-angle rescue). Includes acquisition and maintenance of equipment and personnel to sustain a state of readiness to respond to events. • Maintain operational fire stations at Central Facilities Area (CFA), Materials and Fuels Complex (MFC), and Test Area North (TAN). • Execute and maintain Emergency Response Baseline Needs Assessment, Pre-Incident Plans, and Annual Vegetation/Defensible Space Inspection. • Provide Emergency Medical Services at CFA Medical. Services include a Registered Nurse, 24/7; and a Medical Provider on location, M-Th (7:00 AM - 5:30 PM) and on call all other times; and the use of the medical decontamination facility for treatment of radiologically contaminated injuries/illnesses.
2.	Emergency Management	C.9.3.10	<ul style="list-style-type: none"> • Perform Emergency Management operations, including emergency and security notifications and providing support for the coordination and execution of emergency event activities and drills. • Receive and disseminate information pertaining to outages, alarm monitoring, telecommunications, hazardous shipments, weather, and national warning systems. • Provide emergency reporting, answering, and dispatch services and act as the Emergency Management Public Liaison Representative. • Operate and maintain readiness of the INL Emergency Operations Center (EOC) and Emergency Command Center (ECC).

	Mandatory Service Title	PWS Section	Scope Description
3.	Radio Frequency (RF) Communication (Land Mobile Radio [LMR])	C.9.1.01	<ul style="list-style-type: none"> • Provide Radio Frequency Communication, which includes Land Mobile Radio (LMR) P25 frequency transmission services. • Provide site-wide strategic and tactical planning, including frequency management. • Coordinate wireless and radio communication system integration and connectivity needs. • Manage the INL radio frequency spectrum as required by the National Telecommunications and Information Administration. • Perform and coordinate spectrum assessments and federal emergency readiness and security activities. <p>NOTE: Radios and signal boosters are not included in this service.</p>
4.	Power and Power Management	C.3.1; C.3.2; C.9.3.10	<ul style="list-style-type: none"> • Provide Power and Power Management that includes distribution of commercial electrical power to site tenant's perimeter high voltage substations at Advanced Mixed Waste Treatment Project (AMWTP), Idaho Nuclear Technology and Engineering Center (INTEC), and Radioactive Waste Management Complex (RWMC). • Manage above ground power distribution system, including maintenance, repair, and inspection. • Coordinate power usage billing.
5.	Roads and Grounds	C.9.2.06	<ul style="list-style-type: none"> • Provide inspection, maintenance, repair, replacement, and upgrade/betterment of primary site-wide roads and bridges. Map of INL Primary Roads, Attachment 1, is provided for reference only. • Manage site traffic operations including signage, boundary signs, and lighting. • Provide snow removal on primary site-wide roads and bridges. • Provide noxious weed control, mowing/weed abatement, and borrow source management adjacent to roads and bridges and up to the site tenant's perimeter. • Operate site flood control structures. • Provide prescribed Department of Transportation (DOT) traffic control and drivers for nuclear shipments between INL complexes. <p>NOTE: Roads and grounds services does not include service associated with parking lots/parking areas.</p>

	Mandatory Service Title	PWS Section	Scope Description
6.	Seismic Monitoring, Reporting, and Program Management	C.9.2.06	<ul style="list-style-type: none"> • Provide Seismic Monitoring, Reporting, and Program Management, which includes earthquake monitoring and periodic maintenance of Strong Motion Accelerograph (SMA) instruments and Seismic Stations located throughout INL and Southeast Idaho. • Reporting and documentation of earthquake activity on and around INL. • Periodic update of probabilistic seismic hazard analysis activities. • Earthquake monitoring to provide advanced notification of a potential future volcanic eruption.
7.	Safeguards and Security, Protective Force and Site Badging and Access	C.9.2.02	<ul style="list-style-type: none"> • Provide Safeguards and Security post and patrol Protective Force Services in accordance with the INL Site Security Plan up to the site tenant's perimeter. Any future changes to the federal funding appropriation/source, cost accounting definition, or level of security service needed by the Contractor will be negotiated on a case-by-case basis with assistance by DOE to acquire additional funding if needed. • Provide general site badging and access services according to the INL Site Security Plan as determined by agreement or DOE direction. This includes badging and access services at FSV. • Safeguards and security service(s) above mandatory service base scope including, but not limited to: <ul style="list-style-type: none"> ○ Provide document review through the Classification Office ○ Provide Classified Matter Protection and Control training ○ Conduct assessments of security incidents and formal security inquiries ○ Provide National Material Control and Accountability support ○ Provide protective force assistance on non-routine activities
8.	Fire Alarm and Emergency Dispatch Center	C.9.3.10	<ul style="list-style-type: none"> • Maintain and provide INL emergency response and communication infrastructure that supports functions such as the Fire Alarm and Emergency Dispatch Center (FAEDC) and Warning Communication Center (WCC).

	Mandatory Service Title	PWS Section	Scope Description
9.	Cultural Resource Monitoring, Reporting and Program Management	C.9.3.04	<ul style="list-style-type: none"> • Provide Cultural Resource Monitoring, Reporting, and Program Management, which includes implementing all facets of the INL Cultural Resources Management Plan (CRMP) that includes updating the facility inventory, eligibility determination. • Coordinate tracking of federal undertakings and actions/mitigations by outside agencies, universities, or subcontractors. • Maintain INL cultural resource records. <p>NOTES:</p> <ul style="list-style-type: none"> • The State Historical Preservation Office has the final facility eligibility determination approval and final CRMP review and issuance. • Does not include performance of cultural resource reviews for federal undertakings. (“Undertaking means a project, activity, or program funded in whole or in part under the direct or indirect jurisdiction of a Federal agency, including those carried out by or on behalf of a Federal agency; those carried out with Federal financial assistance; and those requiring a Federal permit, license or approval.” See 36 CFR 800.16(y).)
10.	Dosimetry Services	C.9.3.13	<ul style="list-style-type: none"> • Provide Dosimetry and Radio-bioassay Services, which includes internal and external personnel dosimetry, area dosimetry, and direct and indirect radio-bioassay services to contractors in accordance with Department of Energy Laboratory Accreditation Program (DOELAP) as required by 10 CFR 835. These services include providing resources to collect, analyze, and report data that leads to evaluation of total committed effective dose and committed equivalent dose. Additionally, these services provide for Wound Counting and Nuclear Accident Dosimetry which are outside of DOELAP accredited services.
11.	Radiological Control Information Management Services (RCISM)	C.9.3	<ul style="list-style-type: none"> • Provide access to Radiological Control Information Management through Sentinel system, which provides individual worker access control, tracking and monitoring of internal and external exposure amounts and limits, training, and other applicable requirements.
12.	Calibration of Radiation Monitoring Instruments	C.9.3	<ul style="list-style-type: none"> • Calibrate, maintain, and repair portable and fixed radiation monitoring instruments.

	Mandatory Service Title	PWS Section	Scope Description
13.	Site Wide Environmental Reporting	C.9.3.02; C.9.3.04	<ul style="list-style-type: none"> • Provide Site Wide Environmental Reporting, which includes acting as site-wide technical point-of-contact on implementation of new regulations and/or reporting requirements. Excludes CERCLA and RCRA. • Transmit data calls and compiled reports for review and concurrence per Interface Agreement (IAG)-681. A new IAG will be executed with the ICP Contractor. • Prepare, review, and certify annual, semi-annual, and quarterly INL environmental reports, such as NESHAPS, TSCA, Site Wide Groundwater Monitoring Plan, Annual Environmental Monitoring Plan, INL Water Use Reports, EPCRA, Sustainability, and Greenhouse Gas, etc.
14.	Landfill Services	C.9.2.06	<ul style="list-style-type: none"> • Provide a landfill on the INL site for disposal of sanitary waste, construction, and building demolition and destruction materials. • Trash dumpster pickup and refuse disposal. • Chain end-dumpster delivery, pickup, and disposal. • Co-mingled, wood, and steel recycle bin processing.
15.	Benefit Services	C.9.8	<ul style="list-style-type: none"> • Provide pension and investment administrative services on behalf of all plan participants of the multiple-employer INL Employee Retirement and Investment Plans. • Responsible for funding and collecting funding from Plan Sponsors and maintaining a qualified status of all pension and investment plans. • Maintain and administer the post-retirement medical benefit plan for all retired employees who are participants of the pension plan. • Responsible for reporting administrative matters to designated committees: Plan Administrative Committee, Plan Operations Committee, and Plan Investment Committee.
16.	Bus Services	C.9.2.06	<ul style="list-style-type: none"> • Provide Bus Services to multiple locations on the INL site from various INL selected locations in Idaho Falls, Pocatello, Blackfoot, and other outlying areas. • Provide shuttles throughout the day, 24-hour dispatching, and poor weather road scouting. <p>NOTES:</p> <ul style="list-style-type: none"> • Does not include bus tours. • Maintained parking lots (i.e., snow removal, striping, and lighting) are necessary, and the responsibility of the ICP Contractor for the ingress and egress of buses at ICP complexes.

	Mandatory Service Title	PWS Section	Scope Description
17.	Records Management	C.9.1.02	<ul style="list-style-type: none"> • Provide Physical Records Management, to include long term storage, for DOE-ID and DOE-ID contractors, which includes maintaining a compliant program and facility that meets applicable federal laws and regulations ensuring applicable storage, receipt, retrieval, dispositioning, reporting, transferring, and migration (for applicable media) of the federal records within the facility. This includes timely and compliant reviews of boxes transferred into the facility; retrieval of records stored in the facility; reports of records which have met retention for destruction or transfer to a Federal Records Center of the National Archives and Records Administration. • Provide Electronic Record Management, which includes maintaining a compliant electronic record storage system that meets applicable federal laws and regulations ensuring records are managed, accessible; and dispositioned including holds, and the disposal of records meeting applicable retention. <p>NOTE:</p> <ul style="list-style-type: none"> • The upcoming changes from M-19-21 may affect the storage and management of the physical records. https://www.whitehouse.gov/wp-content/uploads/2019/06/M-19-21.pdf

Services outside the Scope Descriptions for Mandatory Services may be negotiated between ICP and INL Contractors. Such Services will be performed on a full cost recovery basis, unless otherwise noted. In the event the Contractor determines that a Mandatory Service may be obtained from more cost-effective sources of supply to the Government (EM and NE combined), the Contractor shall notify the DOE Contracting Officer (CO) of its proposal to utilize other sources. DOE CO approval shall be obtained prior to changing a Mandatory Service.

	Optional Service Title	PWS Section	Description
1.	Occupational Medicine Program	C.9.3.06	<ul style="list-style-type: none"> Provide Occupational Medicine Services, which includes onsite medical treatment of on-the-job worker injuries and illnesses, medical examinations (new hire, ability to work, ability to return to work, certifications, and surveillances), and drug screen program management and collection. Does not include emergency medical services.
2.	Calibration of Measuring and Testing Equipment (M&TE)	C.9.3	<ul style="list-style-type: none"> Calibration of portable non-radiation measuring and test equipment (M&TE) traceable to the National Institute of Standards and Technology (NIST) within the existing capabilities of the provider.
3.	Secure Locksmith Services	As applicable	<ul style="list-style-type: none"> Provide Locksmith Services for high security safe repairs and/or combination issues, security door lock repair and installation, creation or duplication of security keys, and security padlock creation and/or repairs.
4.	Property Accounting Services	C.9.2.03	<ul style="list-style-type: none"> Provide Property Accounting and financial reporting for all capital assets, includes activities that are associated with capital asset reconciliations for multiple systems, write on/off assets, record asset changes, maintain the Property Record Unit Catalog, create and update property procedures, act as the property application trustee, submit property STARS reporting monthly, complete all quarterly and year-end property related financial statement reporting, support property reviews, audits and other financial property related activities.

The Optional Services described above are available to the ICP Contractor. Other services, not identified above, may be provided as negotiated between ICP and INL Contractors. If the Contractor purchases an Optional Service from the INL contractor for a specific task order, the Optional Service will become a Mandatory Service for the life of the task order. Any deviation from this requirement will require DOE CO approval. In the event the Contractor determines that an Optional Service may be obtained from more cost-effective sources of supply to the Government (EM and NE combined), the Contractor shall notify the DOE Contracting Officer (CO) of its proposal to utilize other sources.

Services outside of the Scope Descriptions for Mandatory and Optional Services may be negotiated between ICP and INL Contractors. Such Services would be performed on a full cost recovery basis, e.g., to access INL's scientific expertise to support solving unique technical problems.

LIST OF SERVICES INL BUYS FROM ICP CONTRACTOR

	Service Title	Description
1.	Maintenance of the Integrated Waste Tracking System	The Integrated Waste Tracking System (IWTS) is an information management system used for tracking the life-cycle of Idaho National Laboratory (INL) waste from generation through final disposition.
2.	National Spent Nuclear Fuel Data Modernization Project Data Update and Participation for Idaho Cleanup Project	The purpose of this contract is to provide funds to the waste custodian at Idaho Cleanup Project to provide the information necessary to update the National Spent Nuclear Fuel Program data base. The database includes all FRR, DRR, existing fuel in storage, and any other spent fuel managed by DOE.
3.	Environmental/CERCLA Support	The scope of work included in this Services Agreement is represented in three categories: 1) Sitewide CERCLA services funded through the ICP Contractor Balance of Idaho Cleanup (BIC) project, which will be performed by the ICP Contractor at no cost to the INL Contractor, 2) CERCLA services currently provided by the ICP Contractor to fulfill the requirements of Tri-party agreements and can be provided to the INL Contractor, and 3) Other CERCLA services. When the ICP Contractor provides services included in categories 2, and 3 if requested, a detailed scope of work and agreed upon schedule must be developed and full cost recovery rates will apply.
4.	INL Site Records Center (ISRC)	Provide records storage services at the ISRC to the INL Contractor, which encompasses the transfer, storage, maintenance, and disposition of inactive records generated for the Department of Energy Idaho Operations Office (DOE-ID).
5.	INTEC Support of the Material Security and Consolidation Complex (MSCC)	<p>The INL Contractor requires the services of the ICP Contractor/INTEC personnel and equipment to accomplish and support the operations of the Material Security and Consolidation Complex (MSCC) work scope at the Idaho Nuclear Technology and Engineering Center (INTEC).</p> <p>The INL Contractor currently occupies the CPP 609, CPP 651, CPP 653, CPP 661, CPP 1634, and CPP 1674 facilities.</p> <p>The ICP Contractor will retain ownership and responsibility for operations of CPP 613, 758, and CPP 1772 located within the MSCC.</p> <p>Pending the initiation of the new MSCC boundary fence construction for isolation of the facilities, responsibility for care, custody, and control of the physical land areas adjacent to the facilities rests with the ICP Contractor. Exception is the ICP Contractor care and custody does not include the area between CPP-651 and CPP-1674 enclosed by the fence area.</p>

6.	Support of SMC Occupied Space	Support of the INL Contractor/SMC Occupied Space within the ICP Contractor EM-Owned Sawtelle Building.
7.	Technical/Craft Personnel	Provide the ICP Contractor Technical/Craft Personnel as Required to Perform Work for the INL Contractor at ATR. The ATR Complex is often in need of qualified insulators, sheet metal workers, and specialized camera experts. The complex needs a contract in place to allow specialized workers to perform work as need. The purpose of the contract is to obtain expert advice and specialized work from qualified individuals to help maintain and grow the capabilities at the ATR Complex as required.
8.	Well Maintenance	The INL Contractor is the current owner of a number of facility specific monitoring and production wells. These wells may require maintenance activities and repairs to ensure that they meet State of Idaho requirements and are working properly. Thus, on an as-needed basis, a SOW will be written for the ICP Contractor to perform these maintenance activities that will ensure that the wells remain as an asset for future programs and to ensure that these wells meet the regulatory requirements needed to demonstrate compliance and protection of the groundwater.
9.	Training Services	The ICP Contractor will provide INL access to training in areas that support the accomplishment of work at the ICP Contractor facilities/activities by INL employees where INL courses are not accepted by the ICP Contractor as equivalent. The ICP Contractor will provide scheduling functions for requested training courses and per-student course costs will be based on tuitions in effect at the time training is conducted. The scheduling service will be performed in accordance with the ICP Contractor's Conduct of Training Rules to include course availability, cancellation, special training request, and no-show policies. A change in schedule impacting INL must be coordinated through the ICP Contractor scheduler and INL notified in advance of the schedule change to mitigate impacts. If any policy changes are needed to support INL, these changes will be coordinated through the INL Training Services Manager.

The foregoing services shall be provided on a full cost recovery basis. Services beyond those identified may be negotiated between ICP and INL Contractors. Such Services would be performed on a full cost recovery basis, e.g., to access ICP's technical expertise to support solving unique technical problems.

Attachment J-5

ENVIRONMENTAL REGULATORY STRUCTURE AND INTERFACE PROTOCOL FOR THE ICP CONTRACTOR

November 2021

Purpose

The purpose of this protocol is to identify how the Department of Energy, Idaho Operations Office (DOE-ID), and the Idaho Cleanup Project (ICP) Contractor (the Contractor) will interface with environmental regulatory agencies (e.g., Idaho Department of Environmental Quality [DEQ], EPA Region 10, U.S. Fish and Wildlife Service) on issues covered by the ICP contract for the Idaho National Laboratory (INL) Site, contract No. 89303321DEM000061.

Overview

The Contractor is contractually obligated to manage and operate the Idaho Cleanup Project (ICP) in full compliance with applicable laws, regulations, and agreements. Further, in many cases, both the Contractor and DOE-ID are required to certify environmental documents that are submitted to regulators. Therefore, close coordination between the Contractor and DOE-ID prior to interfacing with regulators is essential for environmental compliance and to effectively meet milestones required by applicable agreements. Within DOE-ID, line-management is responsible for oversight of environmental compliance at the INL site with support from the DOE-ID Environment and Sustainability Division (ESD). Within the Contractor's organization, such compliance is the responsibility of the Contractor's line management with support from the portions of its organization responsible for environmental and regulatory compliance and for environmental restoration under the Federal Facility Agreement/Consent Order (FFA/CO).

The majority of the interfaces with regulatory agencies occur on a day-to-day basis and this protocol addresses these interactions (excludes senior leadership and DOE policy discussions). ESD and the Contractor's environmental and regulatory compliance organization are the principal organizations responsible for these communications outlined in this Protocol, except for CERCLA and FFA/CO items where the DOE-ID Environmental and Waste Programs CERCLA Lead is the principal DOE-ID interface.

Regulatory Interactions

The Contractor is responsible for the ICP at the INL site. Within the ICP, each distinct project will have a Contractor project environmental lead (PEL) who, together with the project director and the director of the Contractor's environmental and regulatory compliance organization is responsible for project-specific coordination with the environmental regulatory agencies. Day-to-day interactions with the regulatory agencies will occur as follows:

- **Oral/Informal Communication:** For oral or informal communications initiated by a regulator with the Contractor, the Contractor will attempt to involve DOE-ID before continuing with a discussion. Failing that, the Contractor will verbally notify DOE within 24 hours and provide DOE-ID a written synopsis of what was discussed within two working days. For oral or informal communications initiated by a regulator with DOE-ID, DOE-ID will attempt, as appropriate, to involve the Contractor before continuing with a discussion. Failing that, the Contractor will be notified of the conversation within 24 hours and provided a written synopsis of what was discussed within two working days. For oral or informal communications initiated by the Contractor, the Contractor will notify DOE-ID of the upcoming communication and obtain agreement that the communication can occur without DOE-ID involvement or obtain DOE-ID participation. For oral or informal communications initiated by DOE-ID, DOE-ID will notify the Contractor of the upcoming communication and obtain agreement that the communication can occur without the Contractor's involvement or obtain the Contractor's participation.

Commitments for Contractor or DOE-ID deliverables/actions will be made by the performing organization. The Contractor may not agree to changes to ICP work scope or specific cleanup project baselines with the regulators without prior approval of the DOE-ID Contracting Officer or Contracting Officer Representative, as appropriate.

- **Submission of Environmental Documents:** DOE-ID wishes to streamline the submittal of documents to regulatory agencies as much as possible while fulfilling its responsibilities. In general, documents are expected to be submitted by the Contractor with a few exceptions noted in Table 1. The exceptions include primary/decision documents for the Federal Facility Agreement/Consent Order and the Site Treatment Plan, and some communications with EPA and the U.S. Fish and Wildlife Service that will be submitted to the agencies by DOE-ID. Primary documents are those documents addressing major, discrete portions of required activities. Secondary documents include those documents that are discrete portions of primary documents. Prior to the Contractor's submittal of environmental documents to a regulatory agency, the Contractor will first submit them to DOE-ID for review and comment or certification as appropriate. Documents shall be provided to DOE-ID a minimum of 30 calendar days prior to submittal to the agency to allow for substantive review and comment. These time frames can be modified on a case-by-case basis with prior agreement between DOE-ID and the Contractor. Documents submitted to the agencies by the Contractor shall contain the following statement in the transmittal letter: "This document is submitted by *Idaho Environmental Coalition*, as authorized by, the U.S. Department of Energy." When DOE-ID is responsible for transmitting a document to the regulatory agency, DOE-ID will give the Contractor an adequate opportunity to review and comment on those documents or changes made to documents drafted by the Contractor, before they are submitted. Regulatory agencies have requested early notification of when documents will be provided for review. Other documents will be submitted to the agencies directly by the Contractor. In all cases, copies of submissions to regulatory agencies will be provided to relevant DOE-ID organizations. A matrix identifying the specific document transmittal responsibilities is shown in Table 1.
- **Inspections by Regulatory Authorities:** Once regulatory agency inspectors are on-site, the Contractor's environmental and regulatory compliance organization is responsible for

overall coordination activities, including coordination with other site contractors, for RCRA and CERCLA inspections, as the lead contractor for those areas. For regulatory inspections involving environmental areas other than RCRA and CERCLA, the INL contractor is responsible for overall coordination. Any site contractor first contacted by inspectors is required to notify the others and DOE when inspectors first arrive onsite for an inspection. The PEL(s) (or designee(s)) will accompany regulators during inspections of the ICP facilities. Area project personnel may also accompany the inspectors at their specific areas. DOE-ID participation shall be DOE-ID's option in coordination with regulatory agency expectations. The Contractor will inform DOE-ID ESD (DOE-ID FFA/CO Project Manager for FFA/CO related inspections) and affected DOE facility/program personnel of inspections immediately upon regulator arrival and will provide DOE-ID with an assessment of each day's activities normally by the end of the inspection day but always by the close of the next business day.

Technical Meetings/Enforcement Conferences: The Contractor's environmental and regulatory compliance organization, and environmental restoration organization, in conjunction with the applicable PELs and DOE-ID, will prepare for and run technical meetings held with regulatory authorities. Representatives from both the Contractor and DOE-ID will attend technical meetings unless they elect not to and may work together to develop presentations, strategy, etc. The Contractor and DOE-ID shall reasonably cooperate, coordinate, and provide each other relevant information related to any enforcement action which could affect their respective interests. For those enforcement actions for which allowable costs will be incurred by the Contractor, at DOE's request the Contractor will lead development and preparation of the response to the enforcement action. For technical meetings and enforcement actions for which unallowable costs will be incurred by the Contractor, written information will be presented to the responsible DOE-ID subject matter expert a minimum of five days (unless prior agreement is reached) prior to submittal to or meeting with the agency.

Federal Facility Agreement/Consent Order (FFA/CO) Specific Protocol:

The Contractors organization responsible for environmental restoration under the FFA/CO will take the lead on FFA/CO issues by facilitating implementation of the FFA/CO and Action Plan in conjunction with DOE-ID. Typically, the Contractor will prepare meeting agendas and provide them to EPA, IDEQ, and DOE-ID. To the extent requested by DOE-ID, the Contractor will assist DOE-ID in negotiations or discussions related to FFA/CO compliance issues. DOE-ID personnel participate in all interactions with the regulatory agencies, unless they are unavailable and have authorized the Contractor to proceed. Written memorandums are provided to DOE-ID personnel when they cannot participate in regulator interactions. Formal document transmittals are conducted per the protocol as depicted in Table 1.

Contractor Internal Coordination for Environmental Matters: The Contractor's environmental and regulatory compliance organization coordinates with the ICP area projects on cross-cutting interpretations and decisions, cross-cutting resource needs, and specialized expert support. The PELs are the conduit for these interactions. The PELs take day-to-day direction from their respective area project manager, routinely communicate with the Contractor's environmental and regulatory compliance organization management and the Contractor's legal

counsel for environmental matters, and attend the Contractor's environmental and regulatory compliance organization staff meetings to ensure that environmental issues are solved in a timely manner to support project needs. Issues, interpretations, and decisions that cross-cut other INL contractors and DOE must be coordinated with DOE-ID and the other affected site contractors.

Stakeholder Communications: Stakeholder and public communications are maintained by the DOE-ID Stakeholder Communications Lead in the DOE Office of Public Affairs. A master schedule for each program is kept and updated monthly by this Lead. The master schedule is shared with the public and interested stakeholders and is placed monthly on the internet to inform stakeholders when public input and comment periods will be held. The Contractor environmental and regulatory compliance organization will ensure their Communications Organization is informed of all communications managed by the Contractor that are planned with the public and stakeholders related to regulatory actions.

Table 1. Regulatory Document Transmittals

Document Type	Document Preparer	DOE-ID Review Required Prior to Transmittal?	Document Transmitter
FFA/CO Primary/Primary Type/Decision	Contractor	Yes	DOE-ID
FFA/CO Secondary/Secondary Type	Contractor	Yes	Contractor
CERCLA Removal Actions	Contractor	Yes	DOE-ID (Contractor may transmit with prior DOE-ID approval)
Other FFA/CO or CERCLA Related	Contractor	Yes	Contractor
STP Primary	Contractor	Yes	DOE-ID
STP Requests for Information	Contractor	Yes	Contractor
RCRA Permit Applications and all Permit Modification Requests	Contractor	Yes	Contractor
RCRA Closure Plans and PE Certifications	Contractor	Yes	Contractor
Asbestos Demolition or Renovation Notices	Contractor	Yes (within 2 working days)	Contractor
Drinking Water System Construction or Modification Plan	Contractor	Yes	Contractor
Drinking Water System As-built Plan/Specification & PE Certification	Contractor	Yes	Contractor
Septic Tank Permit Applications	Contractor	Yes	Contractor
Septic Tank Permit Application a Modification	Contractor	No	Contractor
New UST Notification	Contractor	Yes	Contractor
UST Change-of-Use Notification	Contractor	Yes	Contractor
UST Permanent/Temporary Closure Notification	Contractor	Yes	Contractor
Permit Application to Land Farm Petroleum Cont. Soil	Contractor	Yes	Contractor
RCRA Permit Condition Reports and other RCRA Permit reports or RCRA Permit related information requested by regulator	Contractor	Yes	Contractor
RCRA Part A Closure Plan/Modification	Contractor	Yes	Contractor

RCRA Annual Treatability Study Report, Hazardous Waste Generator Report and Biennial Report	Contractor	Yes	Contractor
Sewage or Wastewater Disposal/Treatment Project As-built PE Certification	Contractor	Yes	Contractor
Wastewater Reuse Permit Site Performance Annual Reports	Contractor	Yes	Contractor
Wastewater Reuse Permit Compliance Action Submittals	Contractor	Yes	Contractor
Annual Well Construction Permit Application	Contractor	Yes	Contractor
Well Abandonment Applications	Contractor	Yes	Contractor
Injection Well Closure Applications	Contractor	Yes	Contractor
Stormwater for Construction Activities Notices of Intent	Contractor	Yes	Contractor
Stormwater for Construction Activities Notices of Termination	Contractor	Yes	Contractor
Environmental Non-compliance Self-disclosure Reports	Contractor	Yes	Contractor
Routine Correspondence with ICP Regulatory Agencies (IDEQ, EPA)	Contractor	Yes	Contractor
CAA Permit Applications/Modifications/Reports	Contractor	Yes	Contractor
Migratory Bird Treaty Act Special Use Permit Annual Report or Letters	Contractor	Yes	DOE-ID
TSCA submittals (EPA)	Contractor	Yes	DOE-ID
CAA NESHAPS Subpart H Applications and associated reports (EPA)	Contractor	Yes	DOE-ID
EPCRA 313 Reporting (EPA)	Contractor	Yes	DOE-ID

Part III - List of Documents, Exhibits, and Other Attachments

Section J-17

List of Advance Agreements

The following advance agreements constitute part of this Contract:

Attachment Number	Title of Advance Agreement
J-17.1	Indirect Cost Methodology

Idaho Environmental Coalition, LLC (IEC)

CONTRACT NO. 89303321DEM000061
IDIQ Master Contract

Advance Agreement Revision 0
Per FAR 31.109

Indirect Cost Methodology

Background and Applicability

In accordance with FAR 31.109, this Advance Agreement (AA) sets forth the advance understanding of costs and methodology for indirect costs/rates and the application of any associated fees under the Indefinite Delivery/Indefinite Quantity (IDIQ) Idaho Cleanup Project (ICP) End State contract. Both parties recognize the importance of establishing a process that is fair and reasonable, promotes efficiencies, and establishes the appropriate drivers and controls while adhering to the required cost accounting standards. This AA is intended to avoid ambiguous interpretation and possible subsequent disallowance or dispute based on unreasonableness, unallocability or unallowability under the specific cost principles at FAR [subpart 31.2](#).

Indirect Categories

The Idaho Environmental Coalition, LLC's (IEC) indirect categories are as follows: 1) Program Overhead (POH), 2) Fringe Benefits, 3) Pension, and 4) General & Administrative (G&A).

POH: The POH cost/pool represents the expense of completing work that is not easily identified with a specific project, but necessary for the overall operation and management of a contract. A POH cost can consist of items such as project management, support and administration; accounting, payroll and finance; human resources, benefits management and administration; information management and cyber; prime contract, subcontract and procurement; legal; budget, project controls, and estimating; training, etc. Cost accounting standards require POH costs to be allocated throughout the contract by applying a POH rate to all direct work. These rates are used to allocate the generalized support costs throughout all active task orders.

Fringe Benefits: The fringe benefit (fringe) cost/pool represents vacation pay, post-retirement benefits other than pension, health insurance, life insurance, sick leave, etc.

Pension: This represents IEC's contribution to the legacy (Pre-2005) Defined Benefit Pension Plan costs outside of the Fringe Benefit cost/pool. No fee is authorized under any task order for pension.

G&A: This represents IEC's allocated share of Home Office Allocations (HOA) and other company-wide expenses specifically proposed to and accepted by DOE as allowable. Allowability will be determined on an annual basis through the provisional rate process. Allowability may be established for those HOA costs shown as providing a direct beneficial value from the home office to the ICP program.

On an annual basis, IEC will establish its fiscal year provisional indirect rates to be submitted to DOE for review and approval. The associated indirect cost/pools shall correspond to the annual Fiscal Year Work Plan (FYWP) (Section C.9.2.01.01) when planning work activities and resources among all active and projected task orders based on projected FY funding levels.

Indirect Cost Administration/Fee Calculation

Following Task Order 2 (TO-2), Implementation Period, all indirect costs will be managed under the Integration & Mission Continuity Task Order (TO-3). For POH specifically, a separate Performance Based Incentive (PBI) will be established as part of the annual Performance Evaluation Measurement Plan (PEMP) and a base fee will be established. This PBI will be revised and updated annually as part of the PEMP process. In addition, the base fee will be calculated on the annual negotiated estimated value of the POH cost/pool. Out-of-cycle revisions to the POH cost/pool and base fee may be necessary to address incremental additions or deductions that could not have been anticipated in the FYWP and 10-Year Task Order Strategy Plan. An out-of-cycle revision shall only be contemplated when a modification to either the Master IDIQ contract or an active task order incorporates a specific work scope resulting in the estimated POH cost/pool increasing or decreasing by 5%. The POH pool and associated base fee may be increased/decreased accordingly for the modification to the IDIQ contract or task order that resulted in the change. Subsequent out of cycle revisions are subject to a new 5% threshold. Any revision to the base fee shall not constitute a cost-plus percentage of cost in accordance with FAR 16.102(c).

While the negotiated value for each task order will include the fully burdened costs (including the currently approved indirect provisional rates), the fee calculation, if applicable, will be based on the estimated direct costs. Direct costs include the bare labor and its associated fringe rate*, subcontract costs, and all other direct costs. This same methodology would apply for task order changes and/or deductive changes.

*NOTE: Although fringe is considered an indirect cost, for all active task orders the estimated cost for fringe is included in the “total direct cost” base for purposes of the fee calculation.

Conclusion

This AA shall be incorporated under the Master IDIQ contract and may not be amended except by written mutual agreement of the parties. If a revision is deemed necessary, both parties agree to negotiate in good faith to reach a fair and reasonable resolution while also complying with all cost accounting standards and cost principles at FAR subpart 31.2. Any revised AA shall also be incorporated under the Master IDIQ contract.