

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. P00038	3. EFFECTIVE DATE 10/01/2022	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY U.S. Department of Energy Idaho Operations Office 1955 Fremont Avenue Idaho Falls ID 83415	CODE 892432	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: Jason Mack 600 William Northern Blvd Tullahoma TN 373884729		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE			9B. DATED (SEE ITEM 11)
FACILITY CODE		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).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Section B.13 - Performance Management Incentive & FAR 43.103(b)

E. IMPORTANT: Contractor is not is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

DUNS Number: Not Available

UEI: LQ5ZLNE3EM27

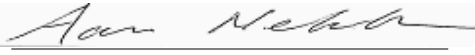
Procurement Instrument Identifier (PIID): 89243222FEMTO02 & 89243222FEMTO03

Task Order - 2 Implementation Period/Task Order - 3 Integration and Mission Continuity

The purpose of this modification is to revise the Integration and Mission Continuity Task Order (TO-3) in accordance with contract clause B.13, Performance Management Incentive (PMI), of the Master IDIQ contract. The entire PMI amount of \$2M will be administratively managed under TO-3 in FY23, however, consistent with Section B.13, PMI will apply to all active task orders.

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)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Aaron Nebeker	
15B. CONTRACTOR/OFFEROR <i>(Signature of person authorized to sign)</i>	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA  <i>(Signature of Contracting Officer)</i>	16C. DATE SIGNED 09/28/2022

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
89303321DEM000061/P00038

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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)
00002	<p>In addition, TO-2 and TO-3 are updated to reflect changes in cost that were bilaterally agreed to in mod P00034 and was updated in STRIPES but inadvertently excluded from the task orders. Since this change was previously agreed upon by both parties, this change is considered administrative in nature. See the task orders attached for further details.</p> <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: 10/01/2021 to 09/30/2031</p> <p>Change Item 00002 to read as follows (amount shown is the total amount):</p> <p>Task Order 2 - Implementation Period</p> <p>Line item value is: \$167,453,955.52 Incrementally Funded Amount: \$153,298,035.37</p> <p>PIID: 89243222FEMTO02</p> <p>This modification updates TO-2 (attached) to reflect changes in cost that were bilaterally agreed to in Mod P00034 and was updated in STRIPES but inadvertently excluded from the TO-2 document. The overall decrease to the TO-2 document is \$3,476,236, which is consistent with Mod P00034.</p> <p>The remainder of TO-2 is unchanged.</p> <p>Change Item 00003 to read as follows (amount shown is the total amount):</p>				167,453,955.52
00003	<p>Task Order-3 - Integration and Mission Continuity</p> <p>Line item value is: \$674,856,557.00 Incrementally Funded Amount: \$298,224,223.18</p> <p>PIID: 89243222FEMTO03</p> <p>In accordance with contract section B.13 - Performance Management Incentive, this Continued ...</p>				674,856,557.00

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
89303321DEM000061/P00038

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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>modification increases TO-3 value by \$2,000,000.00 from \$672,856,557.00 to \$674,856,557.00.</p> <p>In addition, TO-3 (attached) is updated to reflect changes in cost that were bilaterally agreed to in mod P00034 and was updated in STRIPES but inadvertently excluded from TO-3. The overall increase to the task order 3 document is \$4,239,438, which is consistent with Mod P00034.</p>				

TASK ORDER 2 – IMPLEMENTATION PERIOD

Mod P00038 (Revised to include adjustment made in Mod P00034)

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Section B - Supplies or Services and Prices/Costs

This Task Order (TO) work shall be performed under Contract Line Item Number (CLIN) 00002 (TO-2) of the Idaho Cleanup Project (ICP) Contract Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract (herein referred to as the Master IDIQ Contract). Section B of the Master IDIQ Contract is incorporated by reference. The requisite clause information specific to this TO 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 TO 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 TO.

B.2 Type of Contract

(a) DOE-B-2001 Cost-Plus-Fixed-Fee Task Order: Total Estimated Cost and Fixed Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Fixed-Fee TO. In accordance with the clause at FAR 52.216-8, *Fixed Fee*, the total estimated cost and fixed-fee, along with the Performance Management Incentive (PMI) fee, for this TO are as follows:

Table B-1. Estimated Total Price.
 The updated cost below includes the TO-3 adjustment made in Mod P00034

Total Estimated Cost:	\$ 144,130,802
Fixed Fee:	\$ 6,901,862
PMI Fee:	\$ 500,000
Total Estimated Price:	\$ 151,532,664

- (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 Structure.
 The updated cost below includes the TO-3 adjustment made in Mod P00034

TO Number	TO Title	TO Type	Estimated Cost	Fixed Fee:	PMI Fee:	Total Estimated Price:	TO-2/TO-3 Realignment from Mod P00034	Updated TO-2 Totals
TO-2	Implementation Period	CPFF	\$147,607,038	\$6,901,862	\$500,000	\$155,008,900	(\$3,476,236)	\$151,532,664
TO = Task Order		CPFF = Cost-Plus-Fixed-Fee						

- (3) Payment of fee will be made in accordance with the Clause FAR 52.216-8, *Fixed Fee*, and the TO clause B.13 *Performance Management Incentive for Implementation*, if applicable.

- (4) TO Description:

TO-2: Implementation Period:

This TO includes the estimated cost and fixed-fee associated with performing work identified within the TO PWS.

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) specified below are obligated for the payment of allowable costs. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

TBD at TO issuance.

Incremental funding will be obligated prior to January 1, 2022.

B.13 Performance Management Incentive for Implementation

The Performance Management Incentive (PMI) fee allocated to this TO is \$ 500,000.00 for the Fiscal Year 2022 Period of Performance. A quarterly evaluation will not be performed during this TO due to the period of performance only being four months in length. In addition, for this TO only, upon CO approval, PMI fee may be invoiced at the completion of TO-2.

Section C - Performance Work Statement

C.1 Task Order Requirements

The Implementation Period represents the four (4) month period immediately following the estimated 90-day transition period. On day one (1) of the Implementation Period, the Contractor assumes full responsibility for performance of the Master IDIQ Contract PWS. During the Implementation Period the Contractor shall continue performance in the same manner as the prior contractor(s), including small business participation. The purpose of the Implementation Period is to keep the existing work on-going while the various steps are undertaken to put the End State TOs in place. The Contractor shall be responsible for continued uninterrupted (ICP) operations, including Integrated Waste Treatment Unit (IWTU), from TO issuance. The Contractor shall utilize the same, or similar, workforce skill mix, talent and technical capabilities as the incumbent contractor. The Contractor shall perform the Section C PWS sections of the Master IDIQ Contract identified below:

- C.1.0 General and Background Information
- C.3.0 EM Facility infrastructure (including sub parts)
- C.4.0 CERCLA Remediation (excludes C.4.1 and C.4.2)
- C.4.3 ICDF (excludes C.4.3.01 and C.4.3.02)
- C.4.4 Waste Area Groups (including sub parts)
- C.5.0 Waste Management
- C.5.1 CH TRU Waste Disposition (including sub parts)
- C.5.2 Buried Waste Exhumation (including sub parts)
- C.5.3 RH TRU Waste Disposition (including sub parts)
- C.5.4 Naval Nuclear Propulsion Program (NNPP) Pieces, Parts, and Fines (PPF) (including sub parts)
- C.5.5 CH MLLW Disposition (including sub parts)
- C.6.1 IWTU Operations
- C.6.2 Calcine Retrieval Demonstration Project
- C.7.0 Spent Nuclear Fuel (SNF) Management (including sub parts)
- C.9.0 Program Management and Support Programs (including sub parts)

Additional scope clarification is provided as follows:

The Contractor shall ensure that the work in the contract shall continue (after TO-1 – Contract Transition) safely, efficiently, and without disruption. In addition to the Master IDIQ Section C Performance Work Statement, the Contractor shall also ensure the following scope activities are included in TO-2 - Implementation Period:

C.3.2 – INTEC

Under the ICP Core contract, the incumbent contractor was required to replace the Idaho Nuclear Technology and Engineering Center (INTEC) Emergency Communication System (ECS) with a new wireless system. Currently, 12 of 30 buildings/areas have not yet been cutover and tested. The Contractor shall ensure this work scope continues during TO-2 – Implementation Period.

The ECS includes alarms and voice paging using speakers, visual indications using strobes, and interfaces with the fire alarm system. This scope includes:

- Installing a wireless base station(s) with 4-hour battery backup and a computer with system management software; and installing a wireless remote in each building, including 4-hour battery backup, fire alarm interfaces, antennas, speakers, and strobes.
- Designing a new wireless system in accordance with current code requirements.
- Project and construction management.
- Installation of new wireless communication equipment, new speakers, strobes, and conduit.
- Installation of conduit/wire between wireless field units and new speakers/strobes in buildings.
- Connection of new speakers/strobes to new wireless units using existing conduits/wires.
- Installation of power wiring to new field units from electrical distribution panels.
- Programming of communication equipment.
- System Operation Verification Testing.
- Factory oversight and commissioning of new equipment.

C.4.2 – RWMC SDA Cap

The Contractor shall initiate preparatory activities toward completing the construction of the Subsurface Disposal Area (SDA) cap by December 31, 2028. The Contractor shall work towards finalizing the DOE/ID-12000 Decommissioning and Demolition (D&D) Plan for Structures within the Design Footprint of the SDA Cap and Decommissioning and Demolition Plan for Transuranic Storage Area - Retrieval Enclosure (TSA-RE) (WMF-636).

The Contractor shall work towards finalizing the D&D plans (DOE/ID-12000 D&D Plan), including sequencing and integration with other Advanced Mixed Waste Treatment Project (AMWTP) activities, to support to the maximum extent possible disposition under the cap to meet cap construction milestones. The Contractor shall work with the U.S. Corps of Engineers towards obtaining a renewed determination regarding the spreading areas.

The Contractor shall work on developing a remedial action work plan that includes the Accelerated Retrieval Project (ARP) facilities D&D sequencing and integration with other AMWTP activities to

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TASK ORDER 2, IMPLEMENTATION PERIOD MOD P00038

support disposition under the cap to meet cap construction milestones. The Contractor shall work on developing approved-for-construction design package(s) in accordance with the SDA cap design. The contractor shall begin developing a detailed cost and schedule estimate for the SDA cap construction.

C.4.3.01 – ICDF New Cell Construction

The Contractor shall make progress toward the Idaho Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Disposal Facility (ICDF) new cell construction to meet the disposition needs of the CERCLA and D&D programs. This shall include making progress on developing, completing, and implementing siting, design, and regulatory documents. Siting and design documents include ICDF Geotechnical Field Sampling Plan and Landfill and Evaporation Pond Excavation Plan. Siting investigations to include landfill and evaporation pond depth of bedrock borings, INTEC Area and Rye Grass Flats geotechnical investigations for preparation of start of Phase I (landfill and evaporation pond excavation) with construction scheduled to begin in Fiscal Year 2022. During the period of performance for this TO, the Contractor shall develop a detailed cost and schedule estimate for the new cell construction.

C.5.3.02 RH-TRU Treatment

The Contractor shall continue to treat all waste for disposal and certify that the waste has been treated to applicable requirements, including the most recent Waste Acceptance Criteria (WAC) of the treatment/disposal facility. The Contractor shall continue to progress work toward the Sodium Distillation System Readiness Assessment.

C.5.3.05 – RH-TRU Waste Lot 11

The Contractor shall continue to retrieve, process, treat, characterize and dispose of the waste identified as Lot 11. The Contractor shall continue progress on retrieval of seven (7) large liners at the Radioactive Scrap and Waste Facility (RSWF).

C.5.6 - RCRA Closure of RWMC Facilities

The Contractor shall make progress toward completing the Resource Conservation and Recovery (RCRA) Closure of the TSA-RE on Pad 1 and Pad R. The Contractor shall initiate work on the RCRA Closure of the Pad 2 also located within the TSA-RE. Closure activities include continued progress on asphalt removal along with preparation to support submittal of RCRA Closure Plans to the Idaho Department of Environmental Quality (DEQ).

The Contractor shall also initiate and make progress toward completing the RCRA Closure of the ARP VII facility. Closure activities include progress on removal of waste and other materials and preparation of the RCRA Closure Plan for eventual submittal to the Idaho DEQ.

C.6.1 - Integrated Waste Treatment Unit (IWTU) Operations

The Contractor shall assume operations at its current status from the incumbent contractor and take necessary steps to complete (if necessary) the 50-day confirmatory run, the Process Gas Filter (PGF) outage, and commence the System Performance Test (SPT) following formal approval to commence radiological operations. The Contractor shall commence waste treatment operations and maintain the IWTU facility until treatment is complete on all (approximately 900,000 gallons) Sodium Bearing

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Waste (SBW), tank heels and tank rinsate in the four (4) INTEC Tanks WM-187, WM-188, WM-189, and WM-190, and store the granular waste product in the IWTU storage area. This includes the procurement of sufficient calcined coal to support plant operations. (Note: Tank WM-190 is an empty tank that was constructed in the event one of the other tanks leaked. The remaining three tanks have liquid waste in them, but all four tanks shall be RCRA closed when empty.)

C.6.1.1 - Complete PGF Outage and Inspection

The Contractor shall complete documentation of the results from the 50-day confirmatory run. The Contractor shall commence the PGF Outage following the confirmatory run to include the dry decon testing, PGF and other key component inspections, other detailed, approved outage work scope, and generate required documentation to support demonstration of outage completion.

C.6.1.2 - Commence IWTU System Performance Test and Commence Radiological Waste Treatment Operations

The Contractor shall complete corrective action closeout/resolution for findings, deficiencies or observations identified during the Post-Outage J and Radiological Operations focused readiness assessments. The Contractor shall coordinate with and provide technical support to Environmental Management (EM)-ICP to receive approval from EM-3.1 to commence radiological operations. The Contractor shall make progress on the commencement and documentation supporting completion of TI-103 IWTU System Performance Test and PLN-3298 IWTU System Performance Test Plan. The contractor shall coordinate with the Idaho DEQ to resolve comments to obtain an approved System Performance Plan that supports the start of hot operations. When authorized, the Contractor shall initiate waste treatment operations, complete the SPT, and perform all required maintenance at IWTU and associated support buildings including preparations for planned facility outages and procurement of spare parts. The Contractor shall initiate development of required SBW treatment and tank farm closure actions following approval from EM-ICP. The Contractor shall identify any necessary test runs at the Hazen Pilot Plant to support long-term IWTU operations and initiate development of required test plans.

C.6.1.3 - Related Facility Modifications

The Contractor shall continue to advance the design or initiate work to implement the following facility modifications: product storage building expansion, canister storage racks, canister refurbishment, procurement of new product storage canisters, product storage vaults and vault construction pad expansion, conversion of Off Gas Cooler (OGC) from potable to raw water, installation of upgraded process blower seals, migration of new FDCSHIST2 server, procurement of long lead spares and equipment, additional maintenance work areas, additional storage for plant operations, Granulated Activated Carbon (GAC) changeout equipment (or subcontract), permanent facility operations platforms, disposal of temporary simulant system/components, CPP-1699 (accountability facility) refurbishment, and required temporary shielding or related equipment.

C.6.2 - Calcine Retrieval Demonstration and Disposition Project

The Contractor shall initiate the Calcine Retrieval Demonstration Project upon direction from the DOE Contracting Officer.

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TASK ORDER 2, IMPLEMENTATION PERIOD MOD P00038

The Contractor shall begin actions to implement the 2021 Calcine Disposition Project (CDP) Analysis of Alternative Recommendations for the preferred disposition path for calcine once approval is received from DOE-Headquarters.

The Contractor shall initiate development of a long-term strategy for calcine waste disposition. IWTU facility modifications may be implemented to support calcine disposition upon direction of the DOE Contracting Officer. These modifications may be dependent upon the calcine disposition path forward (future treatment versus direct disposal). Activities during the period of performance for this TO-2 may include (as appropriate):

- RCRA permit modification development.
- Support preparation of a National Environmental Policy Act (NEPA) Supplement Analysis.
- Initiate preparation of project specific documentation to support CD-1.
- Continue work on Cold Crucible Induction Melter (CCIM) technology assessment.
- Continue advancing component and system designs and performing retrieval and transport testing using the full-scale mockup.
- Continue developing Calcine Solid Storage Facility (CSSF) closure documentation.

C.7.1.03.01.01 ATR SNF

The Contractor shall progress toward completion of transferring all remaining Advanced Test Reactor (ATR) SNF elements from wet storage in CPP-666 into dry storage in CPP-603.

C.7.1.03.01.02 - EBR II SNF

The contractor shall progress transfers of Environmental Breeder Reactor-II (EBR-II) SNF to RSWF and Fuel Conditioning Facility (FCF), with a target of four (4) transfers during the period of performance.

C.7.1.03.02 - Complete the Peach Bottom SNF Transfer Project

The Contractor shall initiate transfers from 1st to 2nd generation vaults, with a target of four (4) transfers. Transfers are limited by weather and are assumed to occur in March and April of 2022.

C.7.1.03.03 - NuPac 125-B Cask Transfer Project

The Contractor shall evaluate the path forward for NuPac125-B casks, while continuing preparations necessary to move two (2) NuPac 125-B casks stored in the cask receiving area of CPP-666 to the CPP-603 truck bay in the summer of 2022.

C.7.1.03.05 - SNF Road Ready Demonstration Project

The Contractor shall initiate a design report to load standard canisters and place them into multi-purpose canisters.

C.7.1.03.06 Idaho SNF Packaging Facility

The Contractor shall support the Idaho Staging Facility conceptual design effort in obtaining CD-1, and if applicable and approved, begin draft conceptual design.

C.7.3.03 Navy Nuclear Propulsion Program (NNPP) SNF

The Contractor shall continue preparations to receive, unload and process NNPP SNF.

C.7.2.01.01 – Fort St. Vrain (FSV) ISFSI

The Contractor shall provide oversight of the construction of the new administration building being constructed by Beckrich Construction, LLC (Beckrich) at the FSV facility. This scope includes the oversight of: (1) work orders developed under the Spectra Tech, Inc. (previous Contractor) Work Order Program PM-040 and PM-011; (2) health and safety implementation of the Beckrich Worker Safety and Health Program Plan; (3) serving as Authority Having Jurisdiction (AHJ) and Building Code Official for matters involving fire protection; (4) scheduling oversight and reviews; (5) new equipment specifications verification, oversight of newly installed equipment testing, walkthrough for the punch list items, confirmation of punch list item completions, and turnover of the building to DOE-ID. This work shall continue until the project is complete, anticipated to be June 2022.

The Contractor shall provide engineering support to include civil, electrical, instrumentation and controls, mechanical piping, mechanical HVAC, security systems, water and wastewater systems. The building will include the construction of an Armory and Secure Room under defined specifications. The construction management team shall provide support in accordance with PM-011 and PM-040 procedures to include weekly reports on the progress of the construction activities in accordance with the provided Beckrich three-week ahead plan.

Routine maintenance and license required activities shall continue through TO-2 – Implementation Period.

C.7.2.01.02 - TMI-2 ISFSI

The Contractor shall prepare for the Nuclear Regulatory Commission (NRC) Physical Security inspection scheduled May 16-20, 2022. The Contractor shall prepare for the inspection using NRC Inspection Procedure 8131, and as listed the current NRC License agreement. The Contractor shall also continue with routine maintenance and license required activities and with any remaining activities required for the TMI-2 Demand for Information.

C.7.3.01 - Advanced Test Reactor (ATR) SNF receipts

ATR is currently in a long-term outage for the reactor core to be rebuilt. Shipments will not occur until April 2022. The Contractor shall continue preparations to receive and store shipments in April 2022.

C.8.0 - Facility Decontamination and Decommissioning (D&D)

The Contractor shall make progress toward completing decontamination, demolition, and environmental remediation for the reactor prototype SIW and buildings NRF-601, NRF-608 and NRF-625 including but not limited to progress on:

- The development of a support infrastructure such as shop installation and equipment inspection, maintenance, and storage;
- Hiring and training of new D&D workers;

- Commencing preliminary work in developing a detailed cost and schedule estimate for D&D and environmental remediation of S1W and buildings NRF-601, NRF-608 and NRF-625;
- Developing engineering work instructions and work orders to support initial D&D work at the S1W facility; and
- Continuing other preparatory activities necessary to progress on D&D activities.

Section D - Packaging and Marking

Section D of the Master IDIQ 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 TO included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

F.3 Period of Performance

- (b) The overall Task Order Period of Performance (POP) is estimated to be 120 days from the TO Issue date.

Section G - Contract Administration Data

Section G of the Master IDIQ Contract is incorporated by reference, as applicable.

Section H - Special Contract Requirements

Section H of the Master IDIQ Contract is incorporated by reference.

Section I - Contract Clauses

Section I of the Master IDIQ Contract is incorporated by reference.

Section J - List of Attachments

Section J of the Master IDIQ Contract is incorporated by reference, as applicable to this TO. The Contractor shall submit the required deliverables under this TO in accordance with Attachment J-2 *Contract Deliverables* of the Master IDIQ Contract.

IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, PIID: 89243222FEMTO03 MOD P00038

TASK ORDER 3 – INTEGRATION AND MISSION CONTINUITY (PHASE 1)

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IDAHO CLEANUP PROJECT (ICP)

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TASK ORDER 3 – INTEGRATION AND MISSION CONTINUITY (PHASE 1)

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TASK ORDER 3 – INTEGRATION AND MISSION CONTINUITY (PHASE 1)

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IDAHO CLEANUP PROJECT (ICP)

CONTRACT NO. 89303321DEM000061, PIID: 89243222FEMTO03 MOD P00038

TASK ORDER 3 – INTEGRATION AND MISSION CONTINUITY (PHASE 1)

Section B - Supplies or Services and Prices/Costs

This Task Order work shall be performed under Contract Line Item Number (CLIN) 00003 of the Idaho Cleanup Project (ICP) Contract Master Indefinite Delivery/Indefinite Quantity (IDIQ) Contract (herein referred to as the Master IDIQ Contract). Section B 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.

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

(b) DOE-B-2002 Cost-Plus-Award-Fee Task Order: Total Estimated Cost and Award Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Award-Fee type Task Order. The total estimated cost, award fee, and Performance Management Incentive (PMI) fee are as follows (Table B-1):

Table B-1. Estimated Total Price.

The updated cost below includes the TO-3 adjustment made in Mod P00034

Total Estimated Cost:	\$ 623,415,979
Award Fee:	\$ 48,440,578
PMI Fee FY22 (5 months) and FY23:	FY22 – \$ 1,000,000 FY23 – \$ 2,000,000 Total – \$ 3,000,000
Total Estimated Price:	\$ 674,856,557

** Amount may be prorated based on the timing of the 12-month fiscal year. The PMI is a contract-wide incentive measured individually among all active Task Orders.*

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	TO-2/TO-3 Re-alignment from Mod P00034	Updated TO-3 Totals
Defense	\$ 563,049,122	\$ 44,161,885	\$ 3,000,000	\$ 610,211,007	\$ 4,239,438	\$ 614,450,445
Non-Defense	\$ 6,058,414	\$ 354,938	\$ -	\$ 6,413,352		\$ 6,413,352
Navy	\$ 49,053,460	\$ 3,843,241	\$ -	\$ 52,896,701		\$ 52,896,701
Other Sites	\$ 1,015,545	\$ 80,514	\$ -	\$ 1,096,059		\$ 1,096,059
Total	\$ 619,176,541	\$ 48,440,578	\$ 3,000,000	\$ 670,617,119		\$ 674,856,557

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“The Contractor’s’ Task Order proposal is subject to audit in accordance with DEAR 915.404-2-70(b). Therefore, the terms and conditions of this Task Order are subject to renegotiation, pending resolution of an external audit(s) of the Contractor’s proposal. At the time of Task Order issuance, an external audit(s) of the Contractor’s proposal was not complete. Therefore, the parties agree that the negotiated price 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 the Task Order.”

- (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-3):

Table B-3. Task Order Structure

The updated cost below includes the TO-3 adjustment made in Mod P00034

TO Number	TO Title	TO Type	Estimated Cost	Award Fee:	PMI Fee:	Total Estimated Price:
TO-3	Integration and Mission Continuity (Phase 1)	CPAF	\$623,415,979	\$48,440,578	FY22 - \$1,000,000 FY23 - \$2,000,000 Total - \$3,000,000	\$674,856,557
TO = Task Order			CPAF = Cost-Plus-Award-Fee			

** Amount may be prorated based on the timing of the 12-month fiscal year. The PMI is a contract-wide incentive measured individually among all active Task Orders.*

- (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 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 Attachment entitled, *Performance Evaluation Management Plan (PEMP)*.

(1) The 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 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.

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- (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.
- (2) The length of evaluation periods will align to the 12-month Government fiscal year (FY). For FY22, the initial PEMP will cover five months (May 1 – September 30, 2022), followed by a 12-month PEMP for FY23. 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.

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 2022 Award Fee PMI Fee	\$ 13,772,417 \$ 1,000,000	TBD	\$ 13,772,417 \$ 1,000,000	TBD	TBD
Fiscal Year 2023 Award Fee PMI Fee	\$ 34,668,161 \$2,000,000	TBD	\$ 34,668,161 \$2,000,000	TBD	TBD
Total	\$ 51,440,578	TBD	\$ 51,440,578	TBD	TBD

** Amount may be prorated based on the timing of the 12-month fiscal year. The PMI is a contract-wide incentive measured individually among all active Task Orders.*

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(8) Task Order Description:

TO-3 – Integration and Mission Continuity (Phase 1)

Integration and Mission Continuity (IMC) TO includes uninterrupted operations of work scope identified in Section C, while both parties work towards the development of individual End State TOs. Timing for preparation of the End State TOs will be dependent on the DOE’s priority for the work scope, and TOs will be developed and sequenced collaboratively using an Integrated Priority List process.

As the End State TOs are developed, negotiated, and implemented, the IMC Phase 1 TO 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. At the completion of the IMC Phase 1 TO period of performance, programmatic support, along with any IMC Phase 1 TO scope that has not been captured in End State TOs, will be transferred to the IMC Phase 2 TO. TO-3 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.

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) specified below are obligated for the payment of allowable costs. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

Obligated funding shall only be used for the specific task order as designated in the Contract and shall not be used for any other task order.

B.13 Performance Management Incentive

The Performance Management Incentive (PMI) fee allocated to this Task Order is \$1M (\$1M for FY22 and \$2M for FY23).

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 Remediation (Including sub parts)
- C.5.0 Waste Management (Including sub parts)
 - C.5.1- In accordance with the requirements of PWS C.5.1 and subparts, the Contractor shall continue preparations for receipt, treatment, packaging and disposal at the Waste Isolation Pilot Plant (WIPP) of two (2) Nevada Test Spheres currently stored at Nevada National Security Site.
- C.6.0 Liquid Waste Facility Closure (including sub parts)
- C.7.0 Spent Nuclear Fuel (SNF) Management (including sub parts)

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- C.8.0 Facility Demolition and Dismantlement (D&D)
- C.9.0 Program Management and Support Programs (including sub parts)

The Contractor shall take all reasonable steps necessary to develop End State TOs as defined in the Ten-Year End State Strategic Task Order Plan or other TOs as agreed to by DOE and IEC.

The Contractor shall partner with the DOE to begin development of an Integrated Priority List (IPL).

Note: When final the IPL will be approved by DOE and will identify ICP priorities for work planning purposes at planned budget levels and for budget fluctuations and/or Contractor efficiencies.

In addition, the scope of work identified below falls within the general scope of work under section C and is included in DOE's position. This is the work identified in IEC's proposal as "Planned Above Target" (Defense only):

- E.2.03.35.02 - TO3-CH-TRU Packaging, Transportation, and Procurement
- E.2.03.31.02 - TO3-CH-TRU Characterization Classifiers
- E.3.06.34.04 - TO3-IWTU Ops Temp N2 Supply (Skids)
- E.1.02.35.02 - TO3-125B Engineering
- E.1.02.35.03 - TO3-125B Cask Move – Subcontract
- E.1.02.35.01 - TO3-125B Management
- E.6.03.30.01 - TO3-ATO – (Basis for Cyber Security Program)
- E.6.03.31.01 - TO3-CDM Cyber Implementation
- E.6.03.31.02 - TO3-CDM Cyber Support
- E.6.02.30.01 - TO3-PC Refresh
- E.6.02.30.02 - TO3-PC Refresh Procurement
- E.6.02.31.01 - TO3-Network Refresh
- E.6.02.31.02 - TO3-Network Refresh Furnish and Install Subcontract (Planning Package)
- E.6.02.31.03 - TO3-Network Refresh Support
- E.6.02.32.01 - TO3-Offline Storage (Ransomware)
- E.6.02.33.01 - TO3-IPv6
- E.6.02.33.02 - TO3-IPv6 Planning Package

Section D - Packaging and Marking

Section D of the Master IDIQ Contract is incorporated by reference, as applicable.

Section E - Inspection and Acceptance

Section E of the Master IDIQ Contract is incorporated by reference, as applicable.

Section F - Deliveries or Performance

Section F of the Master IDIQ Contract is incorporated by reference, as applicable. The requisite clause information specific to this Task Order included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

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F.3 Period of Performance

(b) The overall Task Order Period of Performance (POP) is estimated to be 17 months from the Task Order Issue date.

Section G - Contract Administration Data

Section G of the Master IDIQ Contract is incorporated by reference, as applicable.

Section H - Special Contract Requirements

Section H of the Master IDIQ Contract is incorporated by reference, as applicable.

Section I - Contract Clauses

Section I of the Master IDIQ Contract is incorporated by reference, as applicable.

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 TO in accordance with Attachment J-2 *Contract Deliverables* of the Master IDIQ Contract.