

PART III - SECTION J, ATTACHMENT F-6-B

BLANKET MASTER AGREEMENT FOR SERVICES IDAHO ENVIRONMENTAL
COALITION, LLC PROVIDES BATTELLE ENERGY ALLIANCE, LLC AT DOE'S IDAHO
NATIONAL LABORATORY (BMA No. 259634)

Effective October 01, 2022 – September 30, 2023

BLANKET MASTER CONTRACT NO. 259634 REV. 02
BATTELLE ENERGY ALLIANCE, LLC (BEA)
2525 Fremont Avenue, P. O. Box 1625, Idaho Falls, ID 83415
OPERATING UNDER U.S. GOVERNMENT CONTRACT NO. DE-AC07-05ID14517

To: Idaho Environmental Coalition, LLC 1580 Sawtelle St. **Effective Date:** 10/01/2022
Idaho Falls, ID 83402-1808

To: Jack MacRae **Completion Date:** 09/30/2023
Email: john.macrae@icp.doe

This Blanket Master Agreement (BMA) No. 259634 is between Battelle Energy Alliance, LLC (BEA or Buyer) operating under U.S. Department of Energy (DOE) Management and Operating Contract No. DE-AC07-05ID14517 (INL Contract) and Idaho Environmental Coalition LLC (IEC or Seller) performing under DOE Contract No. 89303321DEM000061 (ICP Contract). The “Seller” is the Party performing services, and the “Buyer” is the Party requesting specified services. Buyer and Seller may be referred to together as “the Parties.”

WHEREAS, the Parties desire one another to perform specific services in support, and within the scope, of their respective Prime Contracts; and

NOW, THEREFORE, the Parties agree that the performance of the services shall be subject to the following terms and conditions:

The Seller shall perform work for the Buyer only upon receipt of, and in compliance with, a Blanket Master Release or amended Release that includes a current listing of all services, including scope, performance period, and cost ceilings herein Releases are anticipated under this BMA for purchases from IEC. Before requesting a service, the Buyer must ensure to complete its required reviews and approvals and have its Contract Specialist issue the Release.

1. Scope of Work

This BMA establishes a mutual agreement between the Parties, with the Releases defining all scope and funding. The Buyer shall authorize the Seller to perform the service described via specific Statements of Work (SOW) that shall be included in the Releases.

Until April 28, 2022, BEA and IEC have adopted certain scope for services under BMA No. 804500 between BEA and Fluor Idaho, LLC (Fluor Idaho) under BMRs and SOW listed on Exhibit: A: Site Services IEC provides BEA. After January 1, 2022, any reference to Fluor Idaho in the adopted Releases will be agreed to mean Buyer, until such time as these Releases are administratively updated to reflect the Buyer’s new role under this BMA.

2. Services Provided

Other services under this BMA shall be authorized under the BMRs administered by the Buyer. The Buyer shall issue the appropriate Release for services to be performed by the Seller. The Parties shall issue and administer the Releases through their respective procurement or contracting organizations. Buyer shall initiate the process by issuing a new Release or Release Amendment that includes: (1) scope of work; (2) pricing; (3) period of performance; and (4) such other information and provisions as are agreed upon by the parties.

All work executed under this BMA must first be authorized by the latest revision to the applicable Release.

3. Effect of this BMA/Order of Precedence

To the extent any provision of this BMA, a Release, or SOW, or otherwise conflicts with either the BEA Prime Contract or the IEC Prime Contract, or any modifications to these Prime Contracts, the terms of such Prime Contracts shall take precedence and control. In the event of a conflict between a document separate from Prime Contracts and this BMA, the terms of this BMA shall take precedence and control.

4. Effective Date and Term

This BMA shall be effective from October 1, 2022, and through September 30, 2023, with eight, one-year renewal options as listed below, or such time as other arrangements are agreed to by the Parties and may be modified by the Parties' mutual agreement. Any mutually agreed-upon changes will be incorporated in this BMA and approved at the same management level as this original BMA. Each service incorporated by the Release shall have a specified period of performance as represented in each Release. Any Release authorized work scope begun, but not completed, during the BMA's effective period shall be completed within the time specified in each Release. The rights and obligations of the Parties shall be governed by the terms of the BMA as fully and to the same extent as if completed within the effective period of the BMA.

Option 1: October 1, 2023 to September 30, 2024

Option 2: October 1, 2024 to September 30, 2025

Option 3: October 1, 2025 to September 30, 2026

Option 4: October 1, 2026 to September 30, 2027

Option 5: October 1, 2027 to September 30, 2028

Option 6: October 1, 2028 to September 30, 2029

Option 7: October 1, 2029 to September 30, 2030

Option 8: October 1, 2030 to September 30, 2031

5. Termination of Scope

The Buyer may terminate the performance of authorized scope under this BMA before the end of the authorizing Release's period of performance by giving advance written notice to the Seller in accordance with the requirements noted below. In addition, to address potential impacts to cost, schedule, and personnel resulting from such actions, the provisions of Article 22, "Resolution of Disagreements," apply to terminations of a Release exceeding \$1M.

Ranges

- a. Releases with a total ceiling value \leq \$100K
- b. Releases with a total ceiling value $>$ \$100K, \leq \$500K
- c. Releases with a total ceiling value $>$ \$500K, \leq \$1M
- d. Releases with a total ceiling value $>$ \$1M

Notification Requirements

- 30 Days
- 45 Days
- 60 Days
- 90 Days

In the event that the Buyer terminates a Release the Buyer shall be responsible for the Seller's costs, including the closeout costs through the effective date of termination. The Buyer shall not be responsible for any Seller related employee reassignment or severance costs when work is terminated in accordance with the above schedule. Seller shall provide the Buyer a termination proposal for all costs requested as a result of termination. Failure of the Buyer and the Seller to agree on a termination settlement shall be subject to Article 22, "Resolution of Disagreements."

Termination of Services from Seller's perspective:

Both Parties are subject to the funding levels of their respective Prime Contracts. Certain circumstances related to the funding levels of the Prime Contract could potentially adversely impact the Parties' resource

levels to the point that services provided could be scaled back or eliminated entirely. For the Parties to mitigate service interruptions as much as possible, the following steps are provided:

- The Seller shall tell the Buyer what services are planned to be impacted as early as possible, but no less than 30 days before any changes are made.
- The Seller shall be responsible for the associated costs and closing out the service.

6. Standard of Service

The Parties agree that all services or goods provided under this BMA and subsequent scope in the Releases, and incorporated scope documents are provided on a best effort, full cost recovery basis in accordance with Article 7, Pricing of Services. Further, the Seller makes no warranties, representations, or guaranties of any kind, either express or implied, in connection with the services including, without limitation, that such services will achieve a particular result. Therefore, the Seller shall not be liable to the Buyer for the consequences (including, without limitation, unearned fee, civil penalties, fee reductions by DOE, or increased costs) arising from the performance or non-performance of services under this BMA. However, responsibility for costs for damage to Government property potentially stemming from services provided will be resolved under Article 22, "Resolution of Disagreements."

The Parties agree that any disagreement concerning whether costs associated with third party claims, settlements, or judgments arising out of, or in connection with, the services are included within the phrase "full cost recovery" will be resolved under the Article 22, "Resolution of Disagreements."

7. Pricing of Services

The Parties agree that all materials and services estimates contained in the Release are based on full cost recovery; best estimates of rates established under DOE-approved accounting practices; and pricing policies. All costs must be allowable, and in compliance with, FAR Part 31 – Contract Cost Principles and Procedures. Pricing methods may vary depending on the type of service provided. These methods may be hourly rate, cost per square foot, unit rate per use or request, headcount, or other methods mutually agreeable to the Parties. The pricing methodology shall be documented within the Release.

Seller shall provide estimates for the next fiscal year for each open Release to the Buyer by September 1 of each year.

8. Cost Reporting and Notification

To provide the data to effectively manage and control costs, the Parties shall jointly manage reporting and sharing actual cost data to include monthly budget, actuals, and variance by charge number. As requested by the Buyer, the Seller shall provide documentation for the basis of any significant variance between the estimated and actual cost invoiced. The Buyer may terminate scope in accordance with Article 5, "Terminations of Scope," if actual costs, including any indirect adjustments, significantly exceed estimated costs as written in the Release. The Seller is not authorized to exceed the ceiling cost on any Release prior written approval from the Buyer's Contract Specialist. Changes in indirect rates that differ from those used in the cost estimate are chargeable against the authorized work, subject to the current authorized amount. When indirect rate changes are planned, the Seller shall notify the Buyer upon approval of the letter by the Seller's DOE-Idaho Operations Office (ID) Contracting Officer.

The Parties agree to make every effort to report and transfer costs in a timely manner. This action includes accruing third-party costs when such costs represent a significant part of the work effort and this cost is lagging.

In the event of late or unexpected costs, and if the Release was active during the fiscal year the cost was recorded, the Buyer must accept this cost if the service was performed in accordance with the Release, provided the cost did not exceed the authorized amount.

If there are late or unexpected costs, excluding rate revisions, and a Release was not open during the fiscal year the cost was recorded, the Seller cannot invoice the Buyer for these costs unless the Seller has notified the Buyer of the possibility of late charges, provided an estimated range of the potential cost, and has periodically updated the Buyer on the progress of finalizing the costs.

9. Funding of Release Services

To avoid unnecessary administrative costs, the Buyer intends to fully fund (i.e., to the ceiling amount) the Releases issued under this BMA, when funding is available for such purpose under the BEA Contract. In the event the Buyer is incrementally funded for Releases, such Release will be subject to the following Limitation of Funding provision:

Maximum funding of \$ _____ is available for this Release from the date of award until otherwise revised, in writing, by the Buyer. The Seller shall not exceed this maximum funding limitation, unless the Buyer provides prior approval, in writing. The Buyer's obligation for performance of this service beyond \$ _____ (same as above) is contingent upon the availability of appropriated funds.

The Limitation of Funding clause will be enacted by amendment as applicable to the Release.

10. Invoicing and Payment

The Buyer shall pay the Seller Net 30 days upon receipt of monthly invoices for services authorized and rendered. Each invoice shall show total cost, direct hours incurred for services provided, and costs by expenditure type. Should a dispute related to an invoice arise, the Parties shall pay the invoice in full within the 30-day accounting cycle and follow the "Resolution of Invoice Disputes" process as follows:

The Buyer's Technical Point of Contact (TPOC) for the Release with the disputed invoice shall contact the Seller's TPOC. The two TPOCs shall then correspond with the Subcontract Administrator/Contract Specialist along with respective accounts-receivable personnel and financial management personnel to work through the sources for the invoice dispute. The Parties shall attempt to determine the cause of the dispute. If necessary, the Buyer shall submit a credit invoice during the next billing cycle; otherwise, the dispute shall be deemed resolved, with no further action required. Should the Parties not resolve the invoice dispute, they shall follow Article 22, "Resolution of Disagreements."

11. Agreement to Provide Cost Information

Should the Buyer request cost information, the Seller agrees to gather as much information as possible to minimize the impact upon the Buyer. Once the Seller completes the proper due diligence, the Seller agrees to respond to reasonable and customary inquiries regarding specific costs and work scope data with no additional cost to the Buyer. Additional back-up documentation, such as time sheets, subcontractor invoices, and material costs shall be provided upon request and the Parties shall agree as to who assumes the cost of providing such additional back-up documentation. Failure to agree on reasonableness or cost responsibility shall be subject to Article 22, "Resolution of Disagreements."

12. Cost and Rate Adjustments

The Seller shall submit any cost adjustments as necessary (accrual adjustments, corrections) within 120 days of the invoice date. The Seller's actual costs invoiced shall include the DOE-approved fiscal year indirect rates. Any necessary indirect rate adjustments (credit or debit) shall be invoiced to the Buyer. All indirect and direct cost adjustments shall be made consistent with the Seller's Cost Accounting Standard Disclosure Statement. The Seller shall notify the Buyer of any planned changes in its Cost Accounting Standard Disclosure Statement that will affect either the Seller's cost allocation methodology or costs charged to the Buyer. The Seller must quantify any significant potential cost adjustments due to indirect rate changes and provide the Buyer with this information as soon as an impact is identified.

13. Close out of the Release

When a Release has been completed and the Period of Performance has expired, the Parties shall have six months to capture all costs and submit final invoices for those costs. The Parties also agree to allow the close out and de-obligation of committed funding for services following the quick close out process as outlined in FAR 42.708, "Quick-Closeout Procedure." Notwithstanding the foregoing, the Buyer shall not de-obligate funding for a Release where the Seller has notified the Buyer of a dispute with a subcontractor, has provided an estimated range for the disputed expense, and periodically informs the Buyer of the progress in settling the dispute.

14. Work Process/Procedures

The Seller shall be an independent contractor in performing services and shall maintain complete control of and responsibility for the actions and health and safety of its employees and subcontractors (if the use of subcontractors has been approved), which includes reporting incidents and injuries. The Buyer shall not give work direction directly to Seller's employees or subcontractors, unless otherwise agreed to in the Release and specific SOW or the circumstances of the work, including the safety and health requirements, warrant such direction.

The Seller shall perform services in accordance with the Seller's work processes and procedures unless otherwise agreed to by the Senior Management for Environment, Safety, Health, and Quality and the respective Area Project Manager/Associate Laboratory Director for both Parties and as defined in individual SOWs. Work authorization shall be the responsibility of the facility or functional/work area in which, or for which, the services are performed. Work authorization shall ensure that proposed work activities conform to the facility or area requirements.

The Buyer will periodically review Seller's implementing procedures to ensure compliance with the BEA Contract. The Release shall define the review periods.

15. Services Impacting Safety or Safety Basis

Where services rendered are identified as part of the Buyer's Safety Basis or involves safety-related systems, the Party responsible for the facility or functional/work area has the primary responsibility and authority to ensure that the service meets such Party's required standards. The Seller shall provide the service within those constraints. However, both Parties acknowledge that they each share responsibility for safe operations and that primary responsibility does not mean exclusive responsibility. The Buyer shall define specific requirements that shall also be delineated in individual SOWs.

Seller will include the Buyer in the review of any procedure changes that may impact the Buyer's Safety Basis to facilitate the Unreviewed Safety Question process. Buyer will periodically review the processes and procedures for services identified as part of the Buyer's Safety Basis to ensure safe operations.

16. Laws and Regulations

The Parties shall comply with all Federal, state and local laws, regulations and ordinances applicable to the Release.

17. Training

Except as otherwise specified in the Release, the Seller shall be responsible for providing all information and training for its employees, including, without limitation, training regarding any hazards to which the Seller's employees may be exposed while performing the Services.

The Buyer shall provide the Seller's personnel with necessary information and training for any hazards unique to Buyer facilities to which Seller personnel may be exposed while working.

18. Quality Assurance

All quality-affecting activities stipulated in this Agreement shall be performed in accordance with the Seller's Quality Assurance Program (QAP), unless otherwise specified in the Release SOW. The Buyer shall qualify the Seller's QAP in accordance with the provisions of the Buyer's QAP.

19. Assignment/Use of Foreign Nationals

The Seller shall not assign or subcontract any of the Releases without the prior written consent of the Buyer.

The Seller shall not use foreign national employees or non-U.S. citizen employees to perform any of the services in this BMA without the prior written consent of the Buyer.

20. Third-Party Beneficiaries

DOE is the sole intended third-party beneficiary of this BMA. There shall be no other third-party beneficiaries under this BMA, and nothing herein shall be construed as creating any rights in, or obligations to such third parties.

21. Modifications to this Agreement

This BMA may be changed only by mutual written agreement of the Parties through an instrument signed by each Party's authorized representative.

22. Resolution of Disagreements

The Parties agree to resolve any disagreement arising out of this BMA or the Releases as follows:

- a. The Parties shall first attempt to resolve informally the disagreement at the lowest contractual levels (i.e., at the IEC TPOC and the BEA TPOC for the respective disputed service), if possible.

- b. If the Parties are not able to resolve the disagreement within ten working days, unless both Parties agree to continue to try to resolve the disagreement, the disagreement shall be escalated to the next highest contractual levels (i.e., at the IEC Subcontract Technical Representative/Subcontract Administrator and BEA Technical Representative/Subcontract Administrator/Contract Specialist level).
- c. If the representatives of the Parties at this level are not able to resolve the disagreement within five working days, the Subcontract Administrator/Contract Specialist will escalate the disagreement to IEC and BEA management responsible for resolving disputes unless both Subcontract Administrators/Contract Specialists agree to continue to try to resolve the disagreement.
- d. If the Parties’ managers are unable to resolve the disagreement within five working days of notice of escalation, they shall escalate the dispute to the Parties’ respective presidents (or comparable level), unless both managers agree to continue to try to resolve the disagreement.
- e. If the Parties’ presidents are unable to resolve the dispute within five working days, the Parties shall submit their respective statements of disagreement to their respective DOE-ID Contracting Officers for determination within five working days or longer as may be required by the Contracting Officers. The Parties agree that the Contracting Officers’ determination shall be final.

If the Parties agree to delay escalation at any level beyond the timeframes provided herein, then either party may escalate the disagreement to the next step at any time by giving the other party five days prior written notice.

23. Points of Contact

IEC’s point of contact for this BMA is: Amanda Ellison, Subcontract Administrator, for all administration related issues.

BEA’s point of contact for this BMA is: Cory Cook, Contract Specialist, for all administration related issues.

24. Survival

The provisions of Article 6 “Standard of Service” shall survive any expiration or termination of this BMA.

Signatures

Battelle Energy Alliance, LLC:

MICHELLE
WIEST (Affiliate)

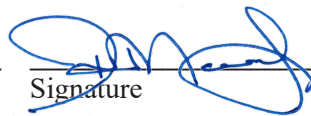
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MICHELLE WIEST (Affiliate)
Date: 2022.09.28 15:29:05
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Signature

Typed Name

Title

Idaho Environmental Coalition, LLC:



Signature

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Date

J.H. MacRae, Jr (Jack)

Typed Name

Business Services & PCO

Title