

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE		PAGE OF PAGES	
						1 5	
2. AMENDMENT/MODIFICATION NO.		3. EFFECTIVE DATE		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
P00002		See Block 16C		22EM001668			
6. ISSUED BY		CODE		7. ADMINISTERED BY (If other than Item 6)		CODE	
		893037				00901	
Savannah River Operations Office U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802				Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802			
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(x)			
Savannah River Mission Completion, LLC Attn: Kathleen Vaselopoulos 109 Ramsey Pl Lynchburg VA 245016722				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				10A. MODIFICATION OF CONTRACT/ORDER NO. 89303322DEM000068 89303722FEM400208			
CODE		FACILITY CODE		10B. DATED (SEE ITEM 13)			
C32KCWJ94LY8				06/23/2022			
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)				Net Increase:		\$98,933,000.00	
See Schedule							
13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.						
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).						
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:						
X	D. OTHER (Specify type of modification and authority) FAR 43.103(b) and B.4 DOE-B-2013 Obligation of Funds						
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.)							
UEI: C32KCWJ94LY8							
A. The purpose of this modification is to obligate funding to Task Order 3.							
B. Funds in the amount of \$98,933,000.00 are hereby obligated to CLIN 00001, increasing it FROM: \$195,933,990.65 TO: \$294,866,990.65. Funding is obligated for the following work scopes:							
• Liquid Waste: \$98,933,000.00							
C. Paragraph B.4 entitled "DOE-B-2013 Obligation of Funds" is hereby revised to 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)			
				Cynthia T. Strowbridge			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA		16C. DATE SIGNED	
				Cynthia Strowbridge		07/29/2022	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

Previous edition unusable

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NAME OF OFFEROR OR CONTRACTOR

Savannah River Mission Completion, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	increase the total amount of funds obligated to the contract by \$98,933,000.00 , changing it FROM: \$195,933,900.65 TO: \$294,866,990.65. The total obligated amount of \$98,933,000.00 is allocated as follows: Liquid Waste: \$98,933,000.00 D. All other terms and conditions remain changed. Payment: OR for Savannah River https://vipers.doe.gov Any questions, please contact by call/email 855-384-7377 or VipersSupport@hq.doe.gov Period of Performance: 06/27/2022 to 09/30/2023 Change Item 00001 to read as follows (amount shown is the total amount): Task Order 3 - Liquid Waste Program Operations Line item value is: \$987,409,569.00 Incrementally Funded Amount: \$294,866,990.65 Accounting Info: 01250-2022-36-410225-25102-1111503-0004375-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111503 Project: 0004375 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111528-0001764-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111528 Project: 0001764 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111506-0004378-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111506 Project: 0004378 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111170-0001765-0000000 -0410253 Fund: 01250 Appr Year: 2022 Allottee: 36 Continued ...				987,409,569.00

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NAME OF OFFEROR OR CONTRACTOR
Savannah River Mission Completion, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Report Entity: 410225 Object Class: 25102 Program: 1111170 Project: 0001765 WFO: 0000000 Local Use: 0410253 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111170-0001765-0000000 -0410252 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111170 Project: 0001765 WFO: 0000000 Local Use: 0410252 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111170-0001765-0000000 -0410254 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111170 Project: 0001765 WFO: 0000000 Local Use: 0410254 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111170-0001765-0000000 -0410255 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111170 Project: 0001765 WFO: 0000000 Local Use: 0410255 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111528-0001764-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111528 Project: 0001764 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111503-0004375-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111503 Project: 0004375 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111506-0004378-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111506 Project: 0004378 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111528-0001764-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

Savannah River Mission Completion, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Program: 1111528 Project: 0001764 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01266-2022-36-410225-25102-1111705-0001763-0000000 -0410364 Fund: 01266 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111705 Project: 0001763 WFO: 0000000 Local Use: 0410364 Funded: \$0.00 Accounting Info: 01264-2022-36-410225-25102-1111497-0004364-0000000 -0410347 Fund: 01264 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111497 Project: 0004364 WFO: 0000000 Local Use: 0410347 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111503-0004375-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111503 Project: 0004375 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111528-0001764-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111528 Project: 0001764 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111506-0004378-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111506 Project: 0004378 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01284-2022-36-410225-25102-1111730-2002301-0000000 -0000000 Fund: 01284 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111730 Project: 2002301 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01266-2022-36-410225-25102-1111705-0001763-0000000 -0410364 Fund: 01266 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111705 Project: 0001763 WFO: 0000000 Continued ...				

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NAME OF OFFEROR OR CONTRACTOR

Savannah River Mission Completion, LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Local Use: 0410364 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111528-0001764-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111528 Project: 0001764 WFO: 0000000 Local Use: 0000000 Funded: \$47,000,000.00 Accounting Info: 01250-2022-36-410225-25102-1111503-0004375-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111503 Project: 0004375 WFO: 0000000 Local Use: 0000000 Funded: \$35,000,000.00 Accounting Info: 01250-2022-36-410225-25102-1111506-0004378-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111506 Project: 0004378 WFO: 0000000 Local Use: 0000000 Funded: \$16,933,000.00				

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Section B - Supplies or Services and Prices/Costs

This Task Order work shall be performed under Contract Line Item Number (CLIN) 00001 of the Savannah River Site Integrated Mission Completion 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

(a) DOE-B-2003 Cost-Plus-Incentive-Fee Task Order: Total Estimated Cost and Incentive Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Incentive-Fee type Task Order. The target cost, target fee, maximum and minimum fees, and the target fee increase and decrease ratios are as follows (Table B-1):

Table B-1. Estimated Total Price

Target Cost:	\$901,743,899
Target Fee:	\$67,630,792
Incentive Fee:	\$18,034,878
Maximum Fee:	9.5%
Minimum Fee:	\$0
Target Fee Increase/Decrease Ratio:	Target Fee increased by \$.30 for every dollar the total allowable cost is less than the target cost or decreased by \$.30 for every dollar the total allowable cost exceeds the target cost

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 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 fee curve for this task order is as follows:

- **Minimum fee: 0%**

- **Target fee: 7.5%**
- **Max Fee: 9.5% (+ 2% / -7.5%; \$0.30 on each dollar overspent/saved) [0-9.5%]**
 - **7.5% incentive target fee (\$67,630,792) / 2% Incentive fee (\$18,034,878)**
 - **0 – 9.5% incentive fee range (\$0 - \$85,665,670)**

TARGET DELIVERABLE – TO3 (15 months)

- **Target deliverable – 4.5M gallons (7.5% fee)**
- **Stretch deliverable – 6.5M gallons (2% incentive fee)**

TARGET MEASUREMENT POINT

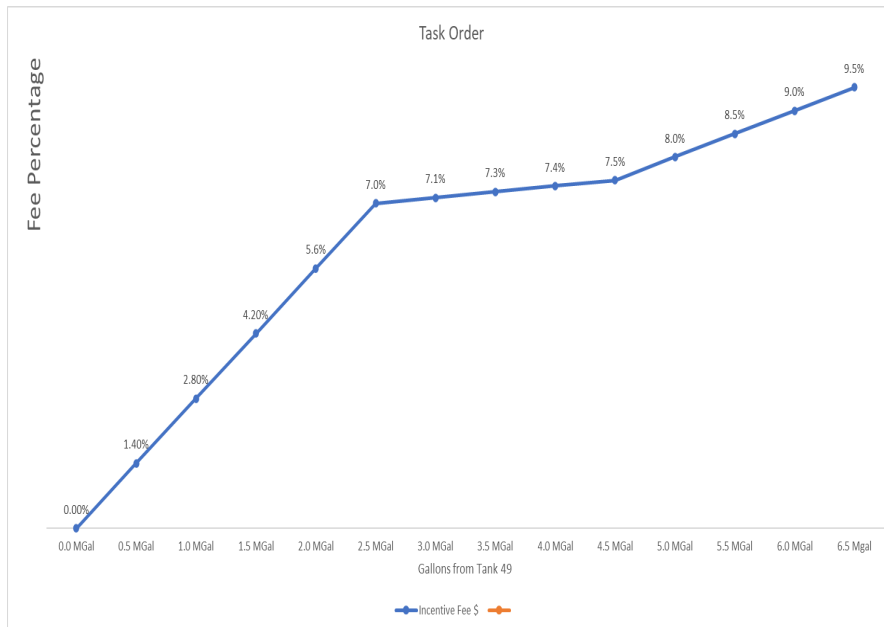
- **Gallons processed out of TK49 (salt feed)**
- **Salt Batch molarity: 6.44**
- **Equivalent gallons will be utilized if sodium molarity increased beyond 6.44M**

ASSUMPTIONS

- **NGS outage will not occur in TO3**
- **No Force Majeure conditions. Please refer to contract clause 52.249-14 Excusable Delays**
- **Curie content in salt batches supports SRMC strategy to dispose of more than 36% of the supernate curies in storage by June 2024**

INCENTIVE FEE STRUCTURE

- **Incentive fee on a linear sliding curve as follows:**
- **0 Mgal to 2.5 Mgal @ \$25.2488/gallon (2.5 Mgal @ 7% fee)**
- **2.5 Mgal to 4.5 Mgal @ \$2.25/gallon (4.5 Mgal @ 7.5% fee)**
- **4.5 Mgal to 6.5 Mgal @ \$9.02/gallon (6.5 Mgal @ 9.5% fee)**



(3) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Contract Line Items, is as follows (Table B-2):

Table B-2. Task Order CLIN Structure

CLIN	CLIN Title	CLIN Type	Estimated Cost	Target Fee	Incentive Fee	Total Estimated Price
00001	LW Program Operations	CPIF	\$901,743,899	\$67,630,792	\$18,034,878	\$987,409,569
CLIN = Contract Line Item Number			CPIF = Cost Plus Incentive Fee			

(3) Payment of fee will be made in accordance with I.46, FAR 52.216-10, *Incentive Fee (June 2011)*.

(4) CLIN Description:

CLIN 00001 – Liquid Waste Program Operations:

This CLIN includes the total estimated cost and incentive fee associated with performing the work identified within the Task Order PWS.

B.4 DOE-B-2013 Obligation of Funds (TBD)

- (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 and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

\$294,866,990.65 June 27, 2022 to August 15, 2022

B.11 Provisional Payment of Fee

- (i.) Pursuant to the Clause of this Contract, provisional fee is authorized for this task order as follows:

\$67,630,792 (Target Fee) X .80 = \$54,104,634 (NTE Fee)

\$67,630,792 x .05 = \$3,381,540 (Monthly provisional fee)

\$3,381,540 x 15 months = \$50,723,100 (Total provisional fee for 15 month period)

To ensure provisional fee payments do not exceed actual and projected earned fee, a review of provisional fee versus earned fee will be conducted on a quarterly basis (at a minimum). Provisional fee payments will be adjusted accordingly based on the results of the review.

Section C - Performance Work Statement

Section C.2, Liquid Waste Stabilization/Disposition of the Master IDIQ contract, is incorporated by reference. The Contractor shall perform, but is not limited to, accomplishment of the following specific work during the first 15 months of the contract period of performance:

- a) Operate Tank Farms and Effluent Treatment Facility (ETF) to support Sludge and Salt Processing including:
- Complete Sludge Batch 10 Qualification Report and declare readiness for feed to DWPF.
 - Continue Sludge Batch 11 compilation and Low Temperature Aluminum Dissolution.

- Continue salt batch preparation to support the SWPF salt waste processing rate.
- Maintain liquid tank waste system operational to receive and process 300,000 gallons per year of H-Canyon waste.
- b) Continue and/or initiate Waste Removal for Salt Tanks (2, 3, 9, 10, 11, 27, 28, 29, 31, 32, 41, 44, 46, 47) and Sludge Tanks (14, 15, 26, 33, 34, 35, 36, 39) needed to supply feed to DWPF, TCCR and SWPF. Continue technology development efforts such as ECSMPs and ELVMJs.
- c) Perform heel removal in Tank 15, perform annulus cleaning design and modifications as required and initiate regulatory documentation process. Include technology development efforts to minimize the need for future heel sampling.
- d) Complete operational closure activities of F-Tank Farm, ancillary structures specifically Diversion Boxes 5 and 6 in F-Tank Farm to meet FFA milestone of complete operational closure by 12/30/2022.
- e) Continue regulatory documentation process and any needed closure activities for the 1F Evaporator and CTS system.
- f) Continue Tank 9 Tank Closure Cesium Removal (TCCR) operation.
- g) Operate Defense Waste Processing Facility (DWPF), the Saltstone Production Facility (SPF), and the Saltstone Disposal Facility (SDF) in a manner that supports the SWPF salt waste processing rate.
- h) Complete implementation of the glycolic acid flowsheet in the Defense Waste Processing Facility (DWPF).
- i) Continue to perform GWSB #1 canister double stacking activities and increase the number of available double stack canister spaces.
- j) Operate the Salt Waste Processing Facility in a manner that maximizes waste processing throughput.
- k) Implement the Next Generation Solvent (NGS) into SWPF when needed to support regulatory commitments and/or achieve processing objectives.
- l) Complete necessary DWPF, Saltstone, SWPF and Tank Farm modifications and optimizations required to achieve maximum processing throughput.
 - Continue East Hill Utilities Upgrades work.
- m) Continue activities to provide additional storage for failed melters in DWPF as needed.
- n) Continue activities to determine a path forward for the treatment and disposition of Tank 48H waste.
- o) Complete modeling needed to support development of the System Plan Revision 23.
- p) Assume responsibility for the SRS Composite Analysis and Annual Summary Review activities starting with the FY22 data.

Section C.4, Maintenance Mockup Facility (Bldg. 717-F), is incorporated by reference.

Section C.5, Core Functions: Program Support/Services Requirements is incorporated by reference.

Section C.6, Environment, Safety, Health, & Quality, is incorporated by reference.

Section C.7, Personal Property Management, is incorporated by reference.

Section C.8, Information Management, is incorporated by reference.

Section C.9, Records, is incorporated by reference.

Section C.10, Contractor Assurance System, is incorporated by reference.

Section C.11, Safeguards, Security and Emergency Services, is incorporated by reference. The Contractor shall continue Cyber Security initiatives driven by U.S. Department of Homeland Security Binding Directives and Continuous Diagnostics and Mitigation program.

Section C.12, External Affairs, is incorporated by reference.

Section C.13, Savannah River Site Interface Management, is incorporated by reference.

Section C.14, Business Performance Requirements, is incorporated by reference.

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 Task Order included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

F.3 Period of Performance

(a) The overall Task Order period of performance shall be from June 27, 2022 to September 30, 2023.

Section G - Contract Administration Data

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

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, except for the following Section I clause, which is filled-in as follows in Table I-1.

Table I-1. Section I Clause Fill-Ins

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.45	FAR 52.217-8	Option to Extend Services	Any time prior to the expiration of the Task Order

DEAR = Department of Energy Acquisition
Regulation

FAR = Federal Acquisition Regulation

Section J - List of Documents, Exhibits, and Other Attachments

Section J of the Master IDIQ Contract is incorporated by reference, as applicable to this Task Order.

Attachment J-5 - Master Small Business Subcontracting Plan

The Contractor's executed Master Small Business Subcontracting Plan for this Task Order will be provided by SRMC within 15 days of task order award and inserted here.

Attachment J-7 - Contract Deliverables

The following list of End States Cleanup Deliverables is required for this Task Order.

Task Order 3 – End States Cleanup Work Deliverables

Deliverable Number	Deliverable	DOE		Deliverable Due Date	Task Order Section
		Action	Response Time		
TO3-0001	Quarterly FY22 Salt Agreement Force Majeure Report	Review for submittal to SCDHEC	14 DAYS	14 CALENDAR DAYS AFTER END OF QUARTER	C.2 a
TO3-0002	Explanation of Significant Difference or Interim Record of Decision for Demonstration of Ancillary Structure Closure (FDB5 and 6)	Review for submittal to EPA/ SCDHEC	30 DAYS	TBD	C.2
TO3-0003	Quarterly FY23 Salt Agreement Force Majeure Report (pending incomplete processing of 36.75M gal. of salt waste processed)	Review for submittal to SCDHEC	14 DAYS	14 CALENDAR DAYS AFTER END OF QUARTER	C.2
TO3-0004	FY 22 Annual Salt Agreement Force Majeure Report	Review for submittal to SCDHEC	14 DAYS	10/14/ 2022	C.2
TO3-0005	LW System Plan Revision 23 by December 1, 2022.	Approve	30 DAYS	12/1/2022	C.2

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Section B - Supplies or Services and Prices/Costs

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B.1 DOE-B-2012 Supplies/Services Being Procured/Delivery Requirements (OCT 2014)

The Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this Task Order as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement (PWS) under this Task Order.

B.2 Type of Contract

(a) DOE-B-2003 Cost-Plus-Incentive-Fee Task Order: Total Estimated Cost and Incentive Fee (Oct 2014) (Revised)

- (1) This is a Cost-Plus-Incentive-Fee type Task Order. The target cost, target fee, maximum and minimum fees, and the target fee increase and decrease ratios are as follows (Table B-1):

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Minimum Fee:	\$0
Target Fee Increase/Decrease Ratio:	Target Fee increased by \$.30 for every dollar the total allowable cost is less than the target cost or decreased by \$.30 for every dollar the total allowable cost exceeds the target cost

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 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 fee curve for this task order is as follows:

- **Minimum fee: 0%**

- **Target fee: 7.5%**
- **Max Fee: 9.5% (+ 2% / -7.5%; \$0.30 on each dollar overspent/saved) [0-9.5%]**
 - **7.5% incentive target fee (\$67,630,792) / 2% Incentive fee (\$18,034,878)**
 - **0 – 9.5% incentive fee range (\$0 - \$85,665,670)**

TARGET DELIVERABLE – TO3 (15 months)

- **Target deliverable – 4.5M gallons (7.5% fee)**
- **Stretch deliverable – 6.5M gallons (2% incentive fee)**

TARGET MEASUREMENT POINT

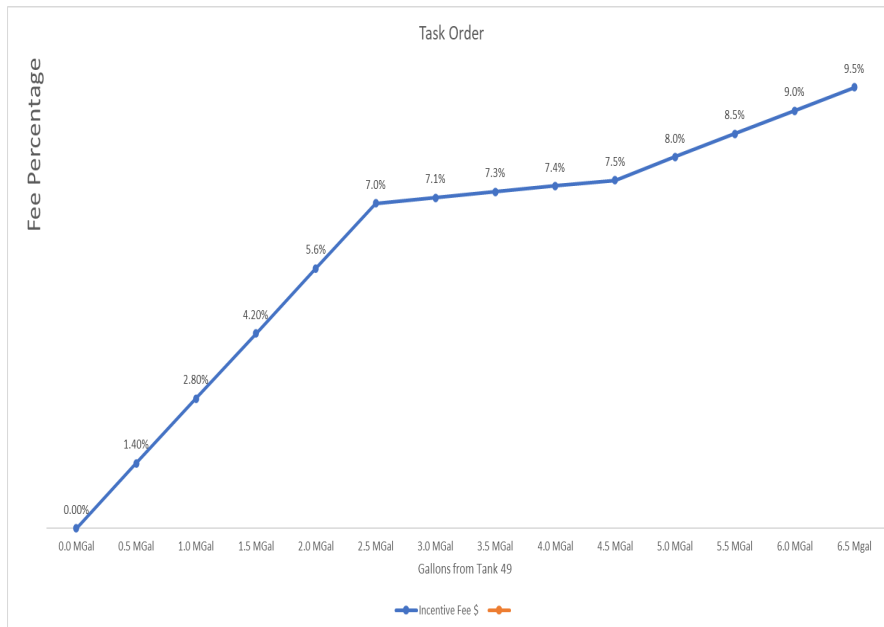
- **Gallons processed out of TK49 (salt feed)**
- **Salt Batch molarity: 6.44**
- **Equivalent gallons will be utilized if sodium molarity increased beyond 6.44M**

ASSUMPTIONS

- **NGS outage will not occur in TO3**
- **No Force Majeure conditions. Please refer to contract clause 52.249-14 Excusable Delays**
- **Curie content in salt batches supports SRMC strategy to dispose of more than 36% of the supernate curies in storage by June 2024**

INCENTIVE FEE STRUCTURE

- **Incentive fee on a linear sliding curve as follows:**
- **0 Mgal to 2.5 Mgal @ \$25.2488/gallon (2.5 Mgal @ 7% fee)**
- **2.5 Mgal to 4.5 Mgal @ \$2.25/gallon (4.5 Mgal @ 7.5% fee)**
- **4.5 Mgal to 6.5 Mgal @ \$9.02/gallon (6.5 Mgal @ 9.5% fee)**



(3) The Total Estimated Cost and Fee of the Task Order, and/or the Total Estimated Cost and Fee of the Contract Line Items, is as follows (Table B-2):

Table B-2. Task Order CLIN Structure

CLIN	CLIN Title	CLIN Type	Estimated Cost	Target Fee	Incentive Fee	Total Estimated Price
00001	LW Program Operations	CPIF	\$901,743,899	\$67,630,792	\$18,034,878	\$987,409,569
CLIN = Contract Line Item Number			CPIF = Cost Plus Incentive Fee			

(3) Payment of fee will be made in accordance with I.46, FAR 52.216-10, *Incentive Fee (June 2011)*.

(4) CLIN Description:

CLIN 00001 – Liquid Waste Program Operations:

This CLIN includes the total estimated cost and incentive fee associated with performing the work identified within the Task Order PWS.

B.4 DOE-B-2013 Obligation of Funds (TBD)

- (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 and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

~~\$294,866,990.65~~ ~~195,933,990.65~~ June 27, 2022 to August 15, 2022

B.11 Provisional Payment of Fee

- (i.) Pursuant to the Clause of this Contract, provisional fee is authorized for this task order as follows:

\$67,630,792 (Target Fee) X .80 = \$54,104,634 (NTE Fee)

\$67,630,792 x .05 = \$3,381,540 (Monthly provisional fee)

\$3,381,540 x 15 months = \$50,723,100 (Total provisional fee for 15 month period)

To ensure provisional fee payments do not exceed actual and projected earned fee, a review of provisional fee versus earned fee will be conducted on a quarterly basis (at a minimum). Provisional fee payments will be adjusted accordingly based on the results of the review.

Section C - Performance Work Statement

Section C.2, Liquid Waste Stabilization/Disposition of the Master IDIQ contract, is incorporated by reference. The Contractor shall perform, but is not limited to, accomplishment of the following specific work during the first 15 months of the contract period of performance:

- a) Operate Tank Farms and Effluent Treatment Facility (ETF) to support Sludge and Salt Processing including:
 - Complete Sludge Batch 10 Qualification Report and declare readiness for feed to DWPF.
 - Continue Sludge Batch 11 compilation and Low Temperature Aluminum Dissolution.

- Continue salt batch preparation to support the SWPF salt waste processing rate.
- Maintain liquid tank waste system operational to receive and process 300,000 gallons per year of H-Canyon waste.
- b) Continue and/or initiate Waste Removal for Salt Tanks (2, 3, 9, 10, 11, 27, 28, 29, 31, 32, 41, 44, 46, 47) and Sludge Tanks (14, 15, 26, 33, 34, 35, 36, 39) needed to supply feed to DWPF, TCCR and SWPF. Continue technology development efforts such as ECSMPs and ELVMJs.
- c) Perform heel removal in Tank 15, perform annulus cleaning design and modifications as required and initiate regulatory documentation process. Include technology development efforts to minimize the need for future heel sampling.
- d) Complete operational closure activities of F-Tank Farm, ancillary structures specifically Diversion Boxes 5 and 6 in F-Tank Farm to meet FFA milestone of complete operational closure by 12/30/2022.
- e) Continue regulatory documentation process and any needed closure activities for the 1F Evaporator and CTS system.
- f) Continue Tank 9 Tank Closure Cesium Removal (TCCR) operation.
- g) Operate Defense Waste Processing Facility (DWPF), the Saltstone Production Facility (SPF), and the Saltstone Disposal Facility (SDF) in a manner that supports the SWPF salt waste processing rate.
- h) Complete implementation of the glycolic acid flowsheet in the Defense Waste Processing Facility (DWPF).
- i) Continue to perform GWSB #1 canister double stacking activities and increase the number of available double stack canister spaces.
- j) Operate the Salt Waste Processing Facility in a manner that maximizes waste processing throughput.
- k) Implement the Next Generation Solvent (NGS) into SWPF when needed to support regulatory commitments and/or achieve processing objectives.
- l) Complete necessary DWPF, Saltstone, SWPF and Tank Farm modifications and optimizations required to achieve maximum processing throughput.
 - Continue East Hill Utilities Upgrades work.
- m) Continue activities to provide additional storage for failed melters in DWPF as needed.
- n) Continue activities to determine a path forward for the treatment and disposition of Tank 48H waste.
- o) Complete modeling needed to support development of the System Plan Revision 23.
- p) Assume responsibility for the SRS Composite Analysis and Annual Summary Review activities starting with the FY22 data.

Section C.4, Maintenance Mockup Facility (Bldg. 717-F), is incorporated by reference.

Section C.5, Core Functions: Program Support/Services Requirements is incorporated by reference.

Section C.6, Environment, Safety, Health, & Quality, is incorporated by reference.

Section C.7, Personal Property Management, is incorporated by reference.

Section C.8, Information Management, is incorporated by reference.

Section C.9, Records, is incorporated by reference.

Section C.10, Contractor Assurance System, is incorporated by reference.

Section C.11, Safeguards, Security and Emergency Services, is incorporated by reference. The Contractor shall continue Cyber Security initiatives driven by U.S. Department of Homeland Security Binding Directives and Continuous Diagnostics and Mitigation program.

Section C.12, External Affairs, is incorporated by reference.

Section C.13, Savannah River Site Interface Management, is incorporated by reference.

Section C.14, Business Performance Requirements, is incorporated by reference.

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 Task Order included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

F.3 Period of Performance

(a) The overall Task Order period of performance shall be from June 27, 2022 to September 30, 2023.

Section G - Contract Administration Data

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

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, except for the following Section I clause, which is filled-in as follows in Table I-1.

Table I-1. Section I Clause Fill-Ins

Clause No.	FAR/DEAR Reference	Title	Fill-In Information; See FAR 52.104(d)
I.45	FAR 52.217-8	Option to Extend Services	Any time prior to the expiration of the Task Order

DEAR = Department of Energy Acquisition
Regulation

FAR = Federal Acquisition Regulation

Section J - List of Documents, Exhibits, and Other Attachments

Section J of the Master IDIQ Contract is incorporated by reference, as applicable to this Task Order.

Attachment J-5 - Master Small Business Subcontracting Plan

The Contractor's executed Master Small Business Subcontracting Plan for this Task Order will be provided by SRMC within 15 days of task order award and inserted here.

Attachment J-7 - Contract Deliverables

The following list of End States Cleanup Deliverables is required for this Task Order.

Task Order 3 – End States Cleanup Work Deliverables

Deliverable Number	Deliverable	DOE		Deliverable Due Date	Task Order Section
		Action	Response Time		
TO3-0001	Quarterly FY22 Salt Agreement Force Majeure Report	Review for submittal to SCDHEC	14 DAYS	14 CALENDAR DAYS AFTER END OF QUARTER	C.2 a
TO3-0002	Explanation of Significant Difference or Interim Record of Decision for Demonstration of Ancillary Structure Closure (FDB5 and 6)	Review for submittal to EPA/ SCDHEC	30 DAYS	TBD	C.2
TO3-0003	Quarterly FY23 Salt Agreement Force Majeure Report (pending incomplete processing of 36.75M gal. of salt waste processed)	Review for submittal to SCDHEC	14 DAYS	14 CALENDAR DAYS AFTER END OF QUARTER	C.2
TO3-0004	FY 22 Annual Salt Agreement Force Majeure Report	Review for submittal to SCDHEC	14 DAYS	10/14/ 2022	C.2
TO3-0005	LW System Plan Revision 23 by December 1, 2022.	Approve	30 DAYS	12/1/2022	C.2