

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT D CODE		PAGE OF PAGES	
				1 56	
2. AMENDMENT/MODIFICATION NO. P00004		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO. 22EM001923	
6. ISSUED BY CODE		893037		5. PROJECT NO. (If applicable) 00901	
Savannah River Operations Office U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802		7. ADMINISTERED BY (If other than Item 6) 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) Savannah River Mission Completion, LLC Attn: Kathleen Vaselopulos 109 Ramsey Pl Lynchburg VA 245016722		<div style="display: flex; justify-content: space-between;"> <div style="width: 40%;"> (x) 9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) </div> <div style="width: 40%;"> x 10A. MODIFICATION OF CONTRACT/ORDER NO. 89303322DEM000068 89303722FEM400209 10B. DATED (SEE ITEM 13) 06/23/2022 </div> </div>			
CODE C32KCWJ94LY8		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> 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. ACCOUNT NG AND APPROPRIATION DATA (If required) See Schedule		Net Increase:		\$357,850.00	
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) See Block 14.				
E. IMPORTANT Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> 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 and incorporate Revision 1 of the Performance Evaluation and Measurement Plan into Task Order 4.					
B. Pursuant to the authority in B. 4 DOE-B-2013 Obligation of Funds (OCT 2014), funds in the amount of \$357,850.00 are hereby obligated to CLIN 00001, increasing it FROM: \$26,350,928.00 to \$26,708,778.00. Funding is obligated as follows:					
<ul style="list-style-type: none"> SDU 8/9 PED: \$357,850.00 					
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	
(Signature of person authorized to sign)				 (Signature of Contracting Officer)	
Previous edition unusable				16C. DATE SIGNED 08/29/2022	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED 89303322DEM000068/89303722FEM400209/P00004	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR
Savannah River Mission Completion, LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
00001	<p>C. Pursuant to the authority in Clause B.4, DOE-B-2013 Obligation of Funds (Oct 2014), the total funds obligated to this task is hereby revised to increase the total amount of funds obligated to the</p> <p>contract by \$357,850.00, changing it FROM: \$26,350,928.00 to \$26,708,778.00. The total obligated amount of \$26,708,778.00 is allocated as follows:</p> <ul style="list-style-type: none"> SDU 8/9 PED: \$357,850.00 <p>D. Pursuant to the authority in FAR 43.103(b), the Performance Evaluation and Measurement Plan, Revision 1 for the evaluation period of June 27, 2022 - September 30, 2024 is hereby incorporated into the Task Order. The Performance Evaluation and Measurement Plan, Revision 0 is hereby deleted in its entirety and replaced with the attached Performance Evaluation and Measurement Plan, Revision 1.</p> <p>E. All other terms and conditions remain changed. Payment: Period of Performance: 06/27/2022 to 09/30/2024</p> <p>Change Item 00001 to read as follows (amount shown is the total amount):</p> <p>Task Order 4 - Saltstone Disposal Units 8/9 Line item value is: \$93,764,771.00 Incrementally Funded Amount: \$26,708,778.00</p> <p>Accounting Info: 01250-2022-36-410225-25102-1111703-0004655-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111703 Project: 0004655 WFO: 0000000 Local Use: 0000000 Funded: \$0.00</p> <p>Accounting Info: 01250-2022-36-410225-32001-1111694-0004655-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 32001 Program: 1111694 Project: 0004655 WFO: 0000000 Local Use: 0000000 Funded: \$0.00</p> <p>Accounting Info: 01250-2022-36-410225-32001-1111694-0004655-0000000 Continued ...</p>				93,764,771.00

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NAME OF OFFEROR OR CONTRACTOR

Savannah River Mission Completion, LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	-0410250 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 32001 Program: 1111694 Project: 0004655 WFO: 0000000 Local Use: 0410250 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111703-0004655-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111703 Project: 0004655 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-32001-1111694-0004655-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 32001 Program: 1111694 Project: 0004655 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-32001-1111694-0004655-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 32001 Program: 1111694 Project: 0004655 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111703-0004655-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111703 Project: 0004655 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-32001-1111694-0004655-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 32001 Program: 1111694 Project: 0004655 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111703-0004655-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111703 Project: 0004655 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-32001-1111694-0004655-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 32001 Program: 1111694 Project: 0004655 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-25102-1111703-0004655-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 25102 Program: 1111703 Project: 0004655 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-32001-1111694-0004655-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Continued ...				

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
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NAME OF OFFEROR OR CONTRACTOR

Savannah River Mission Completion, LLC

ITEM NO. (A)	SUPPL ES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Report Entity: 410225 Object Class: 32001 Program: 1111694 Project: 0004655 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-32001-1111694-0004655-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 32001 Program: 1111694 Project: 0004655 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-32001-1111694-0004655-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 32001 Program: 1111694 Project: 0004655 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-32001-1111694-0004655-0000000 -0000000 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 32001 Program: 1111694 Project: 0004655 WFO: 0000000 Local Use: 0000000 Funded: \$0.00 Accounting Info: 01250-2022-36-410225-32001-1111694-0004655-0000000 -0410250 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 32001 Program: 1111694 Project: 0004655 WFO: 0000000 Local Use: 0410250 Funded: \$257,850.00 Accounting Info: 01250-2022-36-410225-32001-1111694-0004655-0000000 -0410250 Fund: 01250 Appr Year: 2022 Allottee: 36 Report Entity: 410225 Object Class: 32001 Program: 1111694 Project: 0004655 WFO: 0000000 Local Use: 0410250 Funded: \$100,000.00				

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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-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 and award fee are as follows (Table B-1):

Table B-1. Estimated Total Price

Total Estimated Cost	\$88,724,828
Award Fee:	\$5,039,943*
Total Estimated Price:	\$93,764,771

*Target fee is calculated @ 6% of the Project Management Baseline of \$83,999,043 not of total proposed cost of \$88,724,828.

"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-2):

Table B-2. Task Order CLIN Structure

CLIN	CLIN Title	CLIN Type	Estimated Cost	Fee	Total Estimated Price
00001	Saltstone Disposal Unit 8/9	CPAF	\$88,724,828	\$5,039,943*	\$93,764,771
CLIN = Contract Line Item Number			CPAF = Cost Plus Award Fee		

*Target fee is calculated @ 6% of the Project Management Baseline of \$83,999,043 not of total proposed cost of \$88,724,828.

- (3) Payment of fee will be made in accordance with this clause I.43, FAR 52.216-7, *Allowable Cost and Payment (AUG 2018)* 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-3 below.
- (4) Task Order 4 Attachment entitled, *Performance Evaluation and Measurement 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-SR and the Contractor will be used. The PEMP will include, as a minimum, the following:

- (A) Evaluation criteria linked to the contract's performance objectives as defined in terms of cost, schedule, technical, or other contract performance requirements or objectives.
- (B) Means of how the Contractor's performance will be measured against the evaluation criteria.
- (C) Fee evaluation period.
- (D) Amount of the total annual available fee that is allocated to the evaluation period, including the allocation for subjective award fee criteria and objective award fee criteria.
- (E) Methodology for application of subjective evaluation ratings or attainment of predetermined objectives to earn 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). The evaluation periods, as specified in Table B-3, 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 unearned 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-3 delineates the Total Available Award Fee Distribution as fee allocations, contract definitization and final fee determinations are made for each fiscal year.

Table B-3. Available Award Fee Distribution

Task Order Period	Available Fee (as Originally Awarded)	Fee Associated with Task Order Changes	Total Available Fee
June 27, 2022 – September 30, 2022	\$704,696	TBD	\$704,696
October 1, 2022 – September 30, 2023	\$2,818,784	TBD	\$2,818,784
October 1, 2021 – September 30, 2024	\$1,516,463	TBD	\$1,516,463

(8) CLIN Description:

CLIN 00001 – Saltstone Disposal Unit 8/9:

This CLIN includes the total estimated cost and award 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.

\$26,708,778.00 June 27, 2022 to September 30, 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:

\$5,039,943 (total available fee) X .80 = \$4,031,954

\$4,031,954/27 months = \$149,332 (monthly provisional fee)

Section C - Performance Work Statement

Section C.2.2.1 Saltstone Disposal Unit (SDU) Construction 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 contract period of performance.

The Contractor shall assume responsibility for the completion of the SDU 8/9 capital line item project (18-D-401). SDU 8/9 project consists of providing two 32 Mgal pre-stressed concrete tanks similar in design to SDU #7. Based on required salt waste processing volumes, approximately 20 Mgal of disposal volume for saltstone grout is required annually. SDUs #8 and #9 will be under construction, with a DOE approved project scope, cost, and schedule baseline at the time this contract period of performance starts. This DOE approved baseline will be assumed by the Contractor. The key performance parameters (KPPs) for each SDU structure include but are not limited to:

- 1) The SDU is free of leaks as demonstrated by leak testing,
- 2) Provides infrastructure capable of receiving saltstone grout at a minimum of 100 gallons per minute,
- 3) Has a leak detection system in accordance with the Z-Area Industrial Solid Waste Landfill Permit requirements.

The Contractor shall conduct Performance Assessment analysis as necessary to maintain compliance as required by DOE O 435.1 for each SDU. Scope under this PWS element is considered to be complete for

each SDU constructed upon declaration of CD-4 approval and turnover to operations including all balance of plant activities to support operations.

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, 2024.

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 following goals for this Task Order are appended to the Master Small Business Subcontracting Plan:

Total Dollars to be Subcontracted (Large and Small Business	\$35,917,000	% Of Subcontracted Dollars
Small Business	\$17,959,000	50%
Small Disadvantaged Business	\$1,796,000	5%
Women-Owned Small Business	\$7,183,000	20%
HUBZONE	\$1,078,000	3%
Veteran-Owned Small Business	\$1,078,000	3%
Service-Disabled Veteran-Owned Small Business	\$1,078,000	3%

Exclusions include purchases from company affiliates, design engineering services, and design/construction of Saltstone Disposal Units as these are procurements that do not have opportunities for small business participation.

Attachment J-7 - Contract Deliverables

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

Task Order 4 – Saltstone Disposal Unit 8/9 Deliverables

Deliverable Number	Deliverable	DOE		Deliverable Due Date	Task Order Section
		Action	Response Time		
TO4-0001	CD-4 Package for SDU 8	Approval	30 DAYS	8/21/2023	C.2.2.1
TO4-0002	CD-4 Package for SDU 9	Approval	30 DAYS	8/31/2024	C.2.2.1

Performance Evaluation and Measurement Plan

<Insert PEMP Attachment>



**U.S. Department of Energy
Savannah River Site
(Version C)
PERFORMANCE EVALUATION AND
MEASUREMENT PLAN**

Revision 1

**Savannah River Mission Completion, LLC
CONTRACT NO. 89303322DEM000068
Task Order 4 (SDUs 8 and 9): 89303722FEM400209**

**Evaluation period:
June 27, 2022 – September 30, 2024**

Approval Page

Approval: _____

James L. Folk, Jr.
Contracting Officer's Representative
Assistant Manager for Waste Disposition
DOE - Savannah River Operations Office

Date

Approval: _____

Ralf Wilms
Office of Chief Counsel
DOE - Savannah River Operations Office

Date

Approval: _____

Katrina B. Porter
Director, Office of Acquisition Management
DOE - Savannah River Operations Office

Date

Approval: _____

Angela S. Morton
Director, Contracts Management Division
DOE - Savannah River Operations Office

Date

Approval: *Cynthia Strowbridge*

8/24/2022

Cynthia Strowbridge
Contracting Officer
DOE - Savannah River Operations Office

Date

Approval: _____

Michael D. Budney
Fee Determining Official
DOE - Savannah River Operations Office

Date

Revision Summary Page

Rev. #	Rev. Date	Affected Sections/Pages	Description of Revision
0	N/A	All	Initial issue
1	6-30-2022	Attachment A: Fee Schedule / p. 10	Post negotiation updates to fee schedules
		Attachment B: Award Fee Document (5%) / pp. 13 – 19	
		Attachment C: Performance Incentive Documents / pp. 17 - 18	

1. Purpose

In accordance with FAR 16.401, “General,” this Performance Evaluation and Measurement Plan (PEMP) has been established for Task Order (TO) 4: 89303722FEM400209 under Master Contract No. 89303322DEM000068, Savannah River Site (SRS) Integrated Mission Completion Contract (IMCC) between the U.S. Department of Energy (DOE) and Savannah River Mission Completion, LLC (SRMC), approved October 27, 2021. This PEMP identifies the Performance Based Incentives (PBI’s) and subjective award-fee criteria specific to TO-4 to encourage contractor excellence in performing task order scope. The TO-4 scope of work is funded through the DOE Office of Environmental Management (EM) by the base (Project Baseline Summary SR-0014C, inclusive of Saltstone Disposal Units (SDUs) funding source for the Liquid Waste (LW) program. This task specific PEMP covers funding via the SDUs 8/9 Line Item (Line Item 18-D-401).

The PEMP gives the DOE-Savannah River Operations Office (SR) IMCC a tool to identify and reward superior performance and incentivize the highest levels of excellence in specific focus areas, but not at the expense of safety, cost, schedule, or technical performance in the balance of scope. Furthermore, the PEMP defines SRS-IMCC’s approach for evaluating, documenting, and providing award fee to the contractor for the execution of contract requirements as defined in TO-4 of the SRS-IMCC.

Total available fee is determined according to the TO and is available for payment in accordance with contract Section B, *Supplies or Services and Prices/Cost*, and Section G, *Contract Administration Data*.

2. Key Performance Parameters

The overall mission of LW Operations is to receive, store, treat, and dispose of radioactive liquid waste. The SDUs are critical to this mission as they are the final repository for the low activity Decontaminated Salt Solution (DSS) waste in the form of saltstone. To complete its mission, SR-IMCC project is utilizing the End State Contracting Model (ESCM), a single award Indefinite Delivery/Indefinite Quantity (IDIQ) contract with the ability to issue both Cost Reimbursement (CR) and Fixed Price (FP) TO. Per contract Section C, *Performance Work Statement*, the term “End State” is defined as the specified situation, including accomplishment of completion criteria, for an environmental cleanup activity at the end of the TO Period of Performance (POP). The ESCM was developed by DOE EM as the preferred contracting approach to provide EM the needed flexibility to partner with industry and its stakeholders at this critical juncture of the EM Program and to openly negotiate the appropriate end states to reach completion. The purpose of the IMCC End State contract is to achieve significant reduction in financial liability and environmental risk that provides the best overall optimal solution towards completion of the EM mission at the SRS by accomplishing the maximum amount of environmental cleanup in the least amount of time and at the best value to the U.S. taxpayer.

Per the TO-4 PWS, SDU’s 8/9 Construction is planned as a Cost-Plus-Award-Fee project starting on June 27, 2022, with completion expected by September 30, 2024. The Contractor shall perform, but is not limited to, accomplishment of the following specific work during the task order period of performance. Sections of the contract specifically applicable to the PEMP and discussing key aspects of technical approach are Section C, *Performance Work Statement*; H.14, *Contractor*

Business Systems; Section H.16 DOE-H-2024 Earned Value Management System (March 2019); H.19, Contractor Property Management System Administration; Section H.50, Task Ordering Procedure; H.56 Partnering; and the Overarching IMCC PEMP.

Incentive strategy is based on achieving the desired End State related to the following areas:

The following list of End State Cleanup Deliverables is required for this TO.

Task Order 4 – Saltstone Disposal Unit 8/9 Deliverables

Deliverable Number	Deliverable	DOE		Deliverable Due Date	Task Order Section
		Action	Response Time		
TO4-0001	CD-4 Package for SDU 8	Approval	30 DAYS	8/21/2023	C.2.2.1
TO4-0002	CD-4 Package for SDU 9	Approval	30 DAYS	8/31/2024	C.2.2.1

These tasks are identified in the contract Statement of Work / Performance Work Statement for TO-4. These tasks are identified in the contract and are implicit performance expectations.

Fee distribution amongst the Performance Incentive Documents (PIDs) is based on a combination of analyses of Budgeted Cost of Work Scheduled and scheduled activities considered by DOE management to be key to successful contract execution. Readiness of the SDU's to support Salt Waste Processing Facility (SWPF) and Defense Waste Processing Facility (DWPF) processing is a critical activity.

3. Integrated Project Team & Fee Board

The PEMP process for this end-state IDIQ contract will conform to that means and methods outlined in Savannah River Implementing Procedure (SRIP) 400, Chapter 412.1, Revision 4 (10-18-2021), *PERFORMANCE EVALUATION MEASUREMENT PLAN (PEMP) AND FEE METHODOLOGY*. The roles and responsibilities relative for DOE-SR are defined therein.

The Assistant Manager for Waste Disposition (AMWD) will lead an Integrated Project Team (IPT) created in accordance with the requirements of DOE Order (O) 413.3B, *Program and Project Management for the Acquisition of Capital Assets*. The IPT provides oversight of the IMCC and monitors contract performance against performance baselines throughout contract execution, to satisfy the mission at SRS. The IPT is staffed and/or supported as needed by subject matter experts as well as matrix support personnel who possess specific competencies, skills, and expertise required for successful evaluation of SRMC performance. A Performance Monitor (PM) as authorized by SRIP 400, Chapter 412.1 will be appointed to serve as the Task Order Integration Manager (TOIM) for this PEMP. It is anticipated the PM will be the Federal Project Director for the SDU 8/9 Line Item.

The Office of the Manager leads the DOE-SR Fee Board. The DOE-SR Fee Board uses a fee schedule (see Attachment A), an Award Fee Document (see Attachment B) and PIDs (see Attachment C) for each evaluation period to forecast expected fee expenditure based on scheduled completion dates.

4. The PEMP Process

While the PEMP incentives may be unilaterally developed by DOE, a teaming approach between DOE-SR and the Contractor provides significant benefits. As envisioned by the ESCM, when incentives are developed jointly, performance expectations are better understood by the parties and tend to focus more on substantive outcomes. A teaming approach enhances communication and partnering between and among the parties, which results in greater trust, openness, alignment, and cooperation for achieving DOE's goals and objectives. This collaboration allows the Contractor to accept greater risk when requirements are developed jointly.

PIDs demonstrate direct flow down of DOE strategic goals and priorities into fee-bearing activities, according to Department of Energy Acquisition Regulation (DEAR) 970.1100-1, *Performance-Based Contracting*, paragraph (c). The evaluation criteria are developed by the TOIM in consultation with the IPT as applicable. In addition, DOE-SR will make a good faith effort to partner with SRMC personnel to discuss the content of the PEMP and develop PBIs and resulting completion criteria.

While the evaluation criteria are developed in partnership with the Contractor, the determination of fee allocation is made by DOE-SR as defined in SRIP 400, Chapter 412.1, *Performance Evaluation and Measurement*.

4.1. Planning

The PEMP planning process is led by the IPT to establish evaluation and measurement of contract performance (see Section 3). Planning results in identification of performance expectations and corresponding completion criteria for fee-bearing activities. Allocation of fee is based upon strategic value to the overall LW program.

Although individual PIDs are developed for each evaluation period, the planning process also requires performance expectation and fee allocation planning for the entire contract term based upon contract scope and total available fee. Planning matures with each revision of the *Liquid Waste System Plan*. Due to the dynamic nature of the LW program, PEMP planning is an ongoing process.

The planning process uses the following inputs, among others:

- DOE, EM and site missions, strategies, and execution plans
- EM Budget Planning and Funding Plans and Strategies
- LW Program Planning Process, also referred to as the LW System Planning Process, which results in a family of documents centered around the *Liquid Waste System Plan*
- Contract Section C, *Performance Work Statement*
- General Contract End State Requirements (included in Section C and individual task orders)

4.2. Risk Management

DOE uses an integrated risk management process for the LW program life cycle baseline. This ensures the LW program, and its associated technical and programmatic risks, are managed under an effective and responsive integrated process. A federal and contractor risk management board provides oversight to the implementation of risk management for the LW program.

LW program risks and opportunities are periodically assessed, graded, and analyzed, and handling strategies are developed and implemented to minimize risk and maximize opportunity benefit.

Analyses of risk impact are used as the basis for developing cost and schedule contingencies. Monitoring strategy implementation and feedback to system planning integrates the risk management and strategic planning processes.

The LW program risk management plan is issued after each revision of the *Liquid Waste System Plan*, providing DOE with the necessary input to develop the SRS risk summary and integrated contingency analysis. This plan provides a systematic process for managing, tracking, and reporting risks and opportunities for the LW program. Detailed plans are also developed that tailor the management, tracking and reporting of risks and opportunities for each sub-element.

4.3. Change Control

Changes to the PEMP and PIDs are subject to the change control process described in SRIP 400, Chapter 412.1, *Performance Evaluation and Measurement*. Proposed changes shall include a description, justification, impacts of non-approval, and proposed fee changes by evaluation period. Changes proposed by SRMC will be submitted to the DOE Contracting Officer (CO), who forwards the request to the IPT for review. The IPT makes a recommendation to the CO to either approve the request with or without changes or disapprove the proposal. The contractor is advised that proposed changes should not be submitted to ease requirements simply due to delays or failures by the contractor to complete work within its control.

All changes require review and concurrence from the Head Contracting Activity (HCA) office and are subject to the Business Clearance Review process. Revisions to the total available fee during the fiscal year may be uniformly distributed to the performance measures in this plan or may result in additional performance elements.

4.4. Reporting

The reporting of performance against PIDs will be integrated with other reporting mechanisms and conducted in accordance with applicable portions of the contract.

COs and program officials shall consistently and accurately document real-time contractor performance and ensure performance is recorded both in detail in the contract file and in the appropriate format in the Contractor Performance Assessment Reporting System (CPARS).

4.5. Performance Assessment and Fee Determination

If DOE terminates the contract before the evaluation period ends, DOE will adopt a fair and equitable approach to a negotiated fee settlement in accordance with Contract Clause I.109 FAR 52.249-6 Termination (Cost-Reimbursement) (May 2004).

The government will determine earned fee through evaluation and measurement of contractor performance against the performance requirements specified in PIDs (see Attachment C) within 90 days of the end of the period of performance being evaluated. The contractor is entitled to earn interest on the unpaid portion of fee starting on the day after the Fee Determining Official (FDO) decision was due in accordance with the Prompt Payment Rules. Interest will be calculated using the U.S Treasury site at: <https://fiscal.treasury.gov/prompt-payment/monthly-interest.html>.

The government will assess contractor work products against the completion criteria and acceptance criteria specified in the PID's to include reviews of supporting documentation and

walk down of physical work in the field. Government assessments are due to the Fee board by the 30th day after the end of the performance period being evaluated. The Fee board shall convene and provide recommendations to the FDO by the 60th day after the end of the performance period being evaluated.

For the subjective-measured evaluation of contractor performance, Contractor self-assessments are used to supplement federal assessments and reporting of contractor technical performance (quality of product/service), cost control, adherence to schedule, and management and address both the strengths and weaknesses of performance during the evaluation period.

Individual federal assessments are captured monthly and are used to improve performance through enhanced communication between federal and contractor organizations. Both federal and contractor management provide input monthly, recorded in the Monthly Contractor Performance Feedback Report and discussed face to face between the DOE-SR and Contractor management. Below are the five topical areas that receive monthly evaluation from each contractor and federal organization.

- Quality/Safety
- Schedule
- Cost Control
- Management
- Efficiency and effectiveness of contract execution

This structured process and implementing methodology is critical to the evaluation of work that is considered implicit, or “Subjective.” This system provides for clear performance measures that are defined and consistent with standards of reporting contractor performance (FAR 42.16, FAR 16.3, FAR 9.1, and DEAR 909.1), The Federal Acquisition Streamlining Act of 1994, and the federal acquisition guide, chapter 42.16. Subjective incentives use adjectival measures related to quality of service or product. The success of a contractor against Subjective measures is determined by the government. The government considers the related conditions under which the work was performed as well as the Contractor’s specific performance as measured against the government’s objective.

The FDO has sole authority to determine earned fee. The amount of fee awarded for an incentive is based on completing expected performance as scheduled and providing timely and accurate documentation, as outlined in contract Section B, *Supplies or Services and Prices/Costs*. For all Performance Based Incentives (PBI), the contractor is expected to perform the work in a quality manner, within the overall cost of the Contract Performance Baseline, such that potential rework and waste are minimized. Expected performance completed after the scheduled completion date, but still within the evaluation period, may be eligible for reduced fee based on a unilateral decision by the government. This decision to reduce fee takes into consideration timeliness of performance, quality of the product, resultant documentation of completion, or other factors deemed appropriate by the FDO. Funding associated with any unearned fee will be made available for the performance of contract scope.

The amount of fee earned by the Contractor is within the sole discretion of the FDO. The Contractor may express disagreement with the fee determination; however, the final amount of

fee earned is the FDO's unilateral decision. If the Contractor does not agree with the final decision of the FDO, the Contractor may dispute the assessment under the Disputes clause of the master IDIQ contract.

Note: Any unearned fee will not roll over into the following fiscal year. Fee may be reduced per contract Section I.236, DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (ALTERNATE II) (AUG 2009). Upon receipt of direction from the FDO, the CO will provide consent to the contractor to submit a fee invoice per Section G.7 (b) of the contract. SRMC may submit an overall self-evaluation of performance for each evaluation period within 15 days after the end of the performance period being evaluated. The self-evaluation will be given such consideration as the FDO shall find appropriate.

4.6. Invoicing and Fee Payment

Fee will be paid as prescribed in Section B.5, TO Fee/Profit Ceiling and B.10, Conditional Payment of Fee of the contract. Earned fee will be invoiced consistent with Section G of the contract. The invoice will include the PID validation/assessment requests submitted for the evaluation period.

5. Federal Oversight of Contractor Performance

Procedures for oversight of contractor performance are described in Savannah River Manual (SRM) 226.1.1, *Integrated Performance Assurance Manual*. The contractor oversight system is founded on an integrated safety management system which emulates DOE O 450.4, *Safety Management System Policy*. SRM 226.1.1 describes processes that comprise the contractor oversight system that DOE uses to: (1) clearly communicate requirements and expectations to contractors; (2) assess the quality, effectiveness, and efficiency of contractor assurance systems and resulting work products in complying with contract requirements; (3) effect continuous improvement in contractors' operations; and (4) enhance the effectiveness of DOE oversight of contractor performance.

In accordance with DOE O 226.1B, SRMC also uses independent and self-assessments to determine effectiveness of their assessment of the implementation of contractor assurance systems for environment, safety, and health; safeguards and security; emergency management; cyber security; and business practices systems and their sub-elements. Results from both independent and self-assessments, in addition to external assessments provide insight into areas where improvements in contractor oversight can be made. The end result is a management system that regularly assesses performance, assures comprehensive corrective action, and provides continuous improvement by identifying, correcting, and preventing problems that hinder the achievement of site missions.

Attachment A: Fee Schedule

Contract Term	Evaluation Period	Start	Finish	Evaluation Period Fee Allocation	Monthly Provisional Fee (Available)*
TO-4	1	6/27/2022	9/30/2022	\$704,696	\$149,332
	2	10/1/2022	9/30/2023	\$2,818,784	\$149,332

	3	10/1/2023	9/30/2024	\$1,516,463	\$149,332
	Total, Basic			\$ 5,039,943	

*** B.11 Provisional Payment of Fee**

As authorized by DOE-HQ-HCA, the following average provisional monthly fee is authorized at 80% (instead of 50%) for this task order as follows:

\$5,039,943 (total available fee) X .80 = \$4,031,954

\$4,031,954/27 months = \$149,332 (monthly provisional fee)

Attachment B: Award Fee Document (5%)



PBI Number:	SRMC22O1MGMT
Activity Name:	TO4 Program Management
Work Breakdown Structure (WBS) Number:	01.90.04
Performance Period:	June 27, 2022 – September 30, 2024
Allocated Fee: Award Fee Pool	\$251,997.13
Revision Number:	0
Senior level manager name: Jim Folk, AMWD	
Senior Level Supervisor/Division Manager Name: Sonitza Blanco, Director, WDPD	
Performance Requirement:	
Contract Sections – All Provide quality-driven program management as outlined in the contract, optimize LW system performance, and perform approved scope at or below cost.	
Contract Output: SRMC2201MGMT-01 The Contractor shall provide safe, timely, and cost-effective management and execution of the LW program. Performance areas evaluated cover all aspects of successful contract execution, as it relates to the safe, timely, and cost-effective management and execution of TO4, Contract Section C, <i>Performance Work Statement</i> . Contractor shall be evaluated on efficiency and effectiveness of contract execution; anticipation, identification, and avoidance of problems that could adversely impact contract execution; cost control measures; innovation and timeliness in resolution of issues impacting contract execution; responsiveness to DOE customer needs; and effective contractor human resources management. Customer service is an implicit performance expectation. Special focus areas of this performance period will be the effectiveness of the contractor's cost and project management controls. The Contractor shall continue to manage the DOE-approved Contractor Assurance System (CAS) as defined by DOE O 226.1B, Implementation of DOE Oversight Policy, specifically as it pertains to the TO4 scope. The Contractor shall demonstrate program effectiveness of the CAS that includes: (1) A method for validating the effectiveness of	

assurance system processes; (2) Rigorous, risk-informed, and credible self-assessment and feedback and improvement activities; (3) A structured issues management system that is formally described and documented; (4) Timely and appropriate communication (5) Continuous feedback and improvement, including worker feedback mechanisms; and (6) Metrics and targets to assess the effectiveness of performance.

Performance will be evaluated on the effectiveness of the CAS as it relates to TO4. The analysis will consider the contractor's ability to self-identify emerging and legacy issues rather than having significant issues identified by DOE-SR or by external organizations as well as the Contractor's implementation of timely and effective corrective actions. DOE-SR will rely on objective and subjective evaluations of the Contractor's performance which include, but are not limited to the following:

- Requirements flow down and procedure adequacy - Programs are established to ensure applicable requirements are accurately reflected in procedures and work processes;
- Assessment Program - Rigorous, risk-informed, and credible self and Quality Assurance assessments and feedback activities are conducted to identify issues and improvement opportunities. This includes Parent Company/Corporate Board involvement;
- Performance Measures - Metrics are effectively used to provide an accurate picture of current performance against goals;
- Trend Program - Deficiencies and metrics are analyzed to support identification of performance trends. Reports are provided to management with sufficient technical basis to allow informed decisions that support correction of negative performance/compliance trends before they become significant issues;
- Cause Analysis and Corrective Action - Performance gaps are identified and analyzed commensurate with their significance. Corrective actions are timely prioritized by importance, and appropriately targeted;
- Lessons Learned - Lessons Learned experiences and good practices are incorporated into the overall work process and used to inform the organizations of adverse work practices or experiences; and
- Employee Engagement - Programs are established to promote feedback and improvement and ownership at the worker level.

SRMC should demonstrate effective subcontract management, including award of subcontracts as scheduled, inclusion of all requirements, subcontractor audits, and subcontract administration. Contractor will monitor subcontractor performance to ensure compliance with all requirements including small business subcontracting plans, Buy American Act, and applicable labor statutes. Contract should also demonstrate effective use of domestic suppliers of personal protective equipment (PPE) and receipt of PPE in a timely manner.

The contractor's performance will be evaluated routinely throughout the period to provide feedback in cross-cutting areas, such as safety, efficient use of trained and qualified human capital, quality, continuous improvement, cost effectiveness, timeliness of deliverables, compliance with contract, etc. The Contractor will work collaboratively with the SR Management and Operating contractor and other site contractors as specified in Section J, Attachment J-3 of the contract.

Government Furnished Services and Items (GFS/I):

The target dates and completion dates for the following milestones are based on availability of the funds to execute TO#4. Further, the target dates and completion dates are based on SRS Site Infrastructure Services provided per SRMC-approved schedules (e.g., steam, site access, etc.). Any change in the schedule for funds availability or SRS Site Services, including interruption caused by Continuing Resolution or other action, may result in renegotiation/revision to impacted milestones.

Number	Exact date, periodicity, frequency, quantity	Fee (Combined)	Completion Criteria
SRMC22O1MG MT-01.01(60%)	09/30/2022 09/30/2023 09/30/2024	\$ 16,799.81 \$ 67,199.23 \$ 67,199.23	Performance will be evaluated for the periods specified. Performance area evaluated cover all aspects of quality, safety, technical scope, and issue management.
SRMC22O1MG MT-01.02(40%)	09/30/2022 09/30/2023 09/30/2024	\$ 11,199.87 \$ 44,799.49 \$ 44,799.49	Performance will be evaluated for the periods specified. Performance area evaluated cover all aspects of cost control, schedule, regulatory compliance, management, small business subcontracting, efficiency, and effectiveness of contract execution.
Acceptance Criteria:			
SRMC22O1MG MT-01.01	<p>Contractor will be subjectively measured on its performance during the period in the following areas:</p> <ul style="list-style-type: none"> Quality: Contractor will have programs in place that effectively support quality work programs, processes and products including an effective Contractor Assurance Program. Safety: Contractor will have programs and processes in place that support a strong Nuclear Safety Culture. Technical Scope: Contractor will ensure that knowledgeable and capable staff – both full-time employees and subcontractors – are in place to effectively execute contract scope and address emergent technical issues as they arise. Issue Management: Contractor will address emergent issues in a timely manner and will have institutional programs and processes in place to support issue tracking, management, and timely resolution. This includes Contractor performance following COVID-19 protocols. 		

SRMC22O1MG MT-01.02	<p>Contractor will be subjectively measured on its performance during the period in the following areas:</p> <ul style="list-style-type: none">• Cost Control: Contractor will demonstrate effective programs and processes to monitor contract costs, including, but not limited to, actual costs incurred to complete selected scope is equal to or less than the forecast cost, plus an appropriate risk contingency based on the scope and complexity of the work to be performed.• Schedule: Contractor will demonstrate that it maintains schedules that satisfy the performance requirements for the subject scope and are reflective of actual schedule performance, problem identification and corrective action plans.• Regulatory Compliance: The contractor will support DOE interface with key regulators and produce effective regulatory work products; further, the contractor will ensure compliance with pertinent regulatory requirements.• Management: Contractor will maintain a management team tailored to the needs associated with the LW mission execution that identify and communicate issues and develop effective solutions, and that works collaboratively with DOE-SR and other SRS tenants; responsiveness to DOE customer needs is an implicit performance expectation.• Small Business Subcontracting: Contractor will maintain a mature Small Business Subcontracting program consistent with DOE requirements and maintains and communicates associated programmatic metrics• Efficiency and Effectiveness of Contract Execution: Contractor will demonstrate overall integration of operations and business programs focused on execution of the LW mission completion objectives, and on anticipation, identification, and avoidance of problems that could adversely impact contract execution
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Award Fee Adjectival Rating (applies to SRMC2201MGMT-01.01 and .02 only)

Award-Fee Adjectival Rating	Award-Fee Pool Available To Be Earned	Description
Excellent	91%-100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Very Good	76%-90%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Good	51%-75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Satisfactory	No Greater Than 50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Unsatisfactory	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

Attachment C: Performance Incentive Documents



Performance Incentive Document (95%)

PBI Number:	SRMC2201SDU8/9
Activity Name:	SDU 8/9 Completion
Work Breakdown Structure (WBS) Number:	TBA
Performance Period:	June 27, 2022 – September 30, 2024
Allocated Fee: Award Fee Pool	\$4,787,945.45
Revision Number:	0
Senior level manager name: Jim Folk, AMWD	
Senior Level Supervisor/Division Manager Name: Sonitza Blanco, Director, WDPD	
Performance Requirement:	
Contract Sections - Contract Section C – Statement of Work, C.2.2.1 SDU Construction, Task Order #4, SDU #8 and #9 Construction	
Provide quality-driven program management as outlined in the task order, SDU #8 and #9 Construction project and perform approved scope at or below cost.	
Contract Output: SRMC2201SDU8/9-01 Construction activities to support LW Operations as planned (Total Fee: \$4,787,945.45) <ul style="list-style-type: none"> - Submit SDU 8 CD-4 Package for Approval - Submit SDU 9 CD-4 Package for Approval <p>The SDU 8 CD-4 approval Milestone is critical as it represents the culmination of the entire work scope to declare the overall completion of the project. This is a key activity for reaching the startup and commissioning of SDU 8.</p> <p>The SDU 9 CD-4 approval Milestone is critical as it represents the culmination of the entire work scope to declare the overall completion of the project. This is a key activity for reaching the startup and commissioning of SDU 9.</p>	

Government Furnished Services and Items (GFS/I):

The target dates and completion dates for the following milestones are based on availability of the funds to execute TO-4. Further, the target dates and completion dates are based on SRS Site Infrastructure Services provided per SRMC-approved schedules (e.g., steam, site access, etc.). Any change in the schedule for funds availability or SRS Site Services, including interruption caused by Continuing Resolution or other action, may result in renegotiation/revision to impacted milestones.

Number	Exact date, periodicity, frequency, quantity	Fee	Completion Criteria
SRMC TO4-0001	08/31/2023	\$ 1,627,901.45 (34%)	Submittal of SDU 8 CD-4 Package for Approval to Operate. Verification by review of CD documentation.
SRMC TO4-0002	08/31/2024	\$ 3,160,044.00 (66%)	Submittal of SDU 9 CD-4 Package for Approval to Operate. Verification by review of CD documentation.
Acceptance Criteria:			
SRMC22O1SDU.01	<p>Perform the following Construction activities to support LW Operations as planned (Total Fee: \$ 4,787,945.45):</p> <ul style="list-style-type: none"> - SDU 8 CD-4 Package Approval - SDU 9 CD-4 Package Approval <p>Verification by review of, as applicable for the task, completed inspection records, CD documentation, Operations Acceptance Checklists, Construction Turnover documentation, Asset Suite listing of work packages (tasks) set to “finished” or “complete”, photographic evidence of completion and/or subcontract completion documentation. Final acceptance shall be based on DOE-SR’s satisfaction with the overall CD-4 approval package and its readiness to be submitted for final CD-4 approval.</p> <p>Maximum available fee is \$ 4,787,945.45</p>		

Acronym List

AMWD	Assistant Manager for Waste Disposition
CAP	Capital Asset Project
CA	Control Account
CAS	Contractor Assurance System
CD	Critical Decision
CO	DOE Contracting Officer
ConOps	Conduct of Operations
CPARS	Contract Performance Assessment Reporting System
DEAR	Department of Energy Acquisition Regulation
DOE	U.S. Department of Energy
DOE-SR	Department of Energy Savannah River Operations Office
DSS	Decontaminated Salt Solution
DWPF	Defense Waste Processing Facility
EM	Office of Environmental Management
ESCM	End State Contracting Model
ES&H	Environment, Safety, and Health
FAR	Federal Acquisition Regulation
FDO	Fee Determining Official
FFA	Federal Facility Agreement
FPD	Federal Project Director
FY	Fiscal Year
GFS/I	Government Furnished Services and Items
IDIQ	Indefinite Delivery / Indefinite Quantity
IPT	Integrated Project Team
LW	Liquid Waste
PBI	Performance Based Incentive
PEMP	Performance Evaluation and Measurement Plan
PID	Performance Incentive Document
PM	Performance Monitor
POP	Period of Performance
QA	Quality Assurance
SDU	Saltstone Disposal Unit
SPF	Saltstone Processing Facility
SR	Savannah River
SRIP	Savannah River Implementing Procedure
SRM	Savannah River Manual
SRNL	Savannah River National Laboratory
SRMC	Savannah River Mission Completion, LLC
SRS	Savannah River Site
SS / SC	Safety Significant / Safety Class
SWPF	Salt Waste Processing Facility
TO	Task Order
TOIM	Task Order Integration Manager
TSR	Technical Safety Requirement
WBS	Work Breakdown Structure

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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-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 and award fee are as follows (Table B-1):

Table B-1. Estimated Total Price

Total Estimated Cost	\$88,724,828
Award Fee:	\$5,039,943*
Total Estimated Price:	\$93,764,771

*Target fee is calculated @ 6% of the Project Management Baseline of \$83,999,043 not of total proposed cost of \$88,724,828.

"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-2):

Table B-2. Task Order CLIN Structure

CLIN	CLIN Title	CLIN Type	Estimated Cost	Fee	Total Estimated Price
00001	Saltstone Disposal Unit 8/9	CPAF	\$88,724,828	\$5,039,943*	\$93,764,771
CLIN = Contract Line Item Number			CPAF = Cost Plus Award Fee		

*Target fee is calculated @ 6% of the Project Management Baseline of \$83,999,043 not of total proposed cost of \$88,724,828.

- (3) Payment of fee will be made in accordance with this clause I.43, FAR 52.216-7, *Allowable Cost and Payment (AUG 2018)* 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-3 below.
- (4) Task Order 4 Attachment entitled, *Performance Evaluation and Measurement 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-SR and the Contractor will be used. The PEMP will include, as a minimum, the following:

- (A) Evaluation criteria linked to the contract's performance objectives as defined in terms of cost, schedule, technical, or other contract performance requirements or objectives.
- (B) Means of how the Contractor's performance will be measured against the evaluation criteria.
- (C) Fee evaluation period.
- (D) Amount of the total annual available fee that is allocated to the evaluation period, including the allocation for subjective award fee criteria and objective award fee criteria.
- (E) Methodology for application of subjective evaluation ratings or attainment of predetermined objectives to earn 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). The evaluation periods, as specified in Table B-3, 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 unearned 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-3 delineates the Total Available Award Fee Distribution as fee allocations, contract definitization and final fee determinations are made for each fiscal year.

Table B-3. Available Award Fee Distribution

Task Order Period	Available Fee (as Originally Awarded)	Fee Associated with Task Order Changes	Total Available Fee
June 27, 2022 – September 30, 2022	\$704,696	TBD	\$704,696
October 1, 2022 – September 30, 2023	\$2,818,784	TBD	\$2,818,784
October 1, 2021 – September 30, 2024	\$1,516,463	TBD	\$1,516,463

(8) CLIN Description:

CLIN 00001 – Saltstone Disposal Unit 8/9:

This CLIN includes the total estimated cost and award 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.

~~\$26,350,928.00 June 27, 2022 to August 15, 2022~~ \$26,708,778.00 June 27, 2022 to September 30, 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:

\$5,039,943 (total available fee) X .80 = \$4,031,954

\$4,031,954/27 months = \$149,332 (monthly provisional fee)

Section C - Performance Work Statement

Section C.2.2.1 Saltstone Disposal Unit (SDU) Construction 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 contract period of performance.

The Contractor shall assume responsibility for the completion of the SDU 8/9 capital line item project (18-D-401). SDU 8/9 project consists of providing two 32 Mgal pre-stressed concrete tanks similar in design to SDU #7. Based on required salt waste processing volumes, approximately 20 Mgal of disposal volume for saltstone grout is required annually. SDUs #8 and #9 will be under construction, with a DOE approved project scope, cost, and schedule baseline at the time this contract period of performance starts. This DOE approved baseline will be assumed by the Contractor. The key performance parameters (KPPs) for each SDU structure include but are not limited to:

- 1) The SDU is free of leaks as demonstrated by leak testing,
- 2) Provides infrastructure capable of receiving saltstone grout at a minimum of 100 gallons per minute,
- 3) Has a leak detection system in accordance with the Z-Area Industrial Solid Waste Landfill Permit requirements.

The Contractor shall conduct Performance Assessment analysis as necessary to maintain compliance as required by DOE O 435.1 for each SDU. Scope under this PWS element is considered to be complete for

each SDU constructed upon declaration of CD-4 approval and turnover to operations including all balance of plant activities to support operations.

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, 2024.

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 following goals for this Task Order are appended to the Master Small Business Subcontracting Plan:

Total Dollars to be Subcontracted (Large and Small Business	\$35,917,000	% Of Subcontracted Dollars
Small Business	\$17,959,000	50%
Small Disadvantaged Business	\$1,796,000	5%
Women-Owned Small Business	\$7,183,000	20%
HUBZONE	\$1,078,000	3%
Veteran-Owned Small Business	\$1,078,000	3%
Service-Disabled Veteran-Owned Small Business	\$1,078,000	3%

Exclusions include purchases from company affiliates, design engineering services, and design/construction of Saltstone Disposal Units as these are procurements that do not have opportunities for small business participation.

Attachment J-7 - Contract Deliverables

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

Task Order 4 – Saltstone Disposal Unit 8/9 Deliverables

Deliverable Number	Deliverable	DOE		Deliverable Due Date	Task Order Section
		Action	Response Time		
TO4-0001	CD-4 Package for SDU 8	Approval	30 DAYS	8/21/2023	C.2.2.1
TO4-0002	CD-4 Package for SDU 9	Approval	30 DAYS	8/31/2024	C.2.2.1

Performance Evaluation and Measurement Plan

<Insert PEMP Attachment>



**U.S. Department of Energy
Savannah River Site
(Version C)
PERFORMANCE EVALUATION AND
MEASUREMENT PLAN**

Revision 1

**Savannah River Mission Completion, LLC
CONTRACT NO. 89303322DEM000068
Task Order 4 (SDUs 8 and 9): 89303722FEM400209**

**Evaluation period:
June 27, 2022 – September 30, 2024**

Approval Page

Approval: _____

James L. Folk, Jr.
Contracting Officer's Representative
Assistant Manager for Waste Disposition
DOE - Savannah River Operations Office

Date

Approval: _____

Ralf Wilms
Office of Chief Counsel
DOE - Savannah River Operations Office

Date

Approval: _____

Katrina B. Porter
Director, Office of Acquisition Management
DOE - Savannah River Operations Office

Date

Approval: _____

Angela S. Morton
Director, Contracts Management Division
DOE - Savannah River Operations Office

Date

Approval: *Cynthia Strowbridge*

8/24/2022

Cynthia Strowbridge
Contracting Officer
DOE - Savannah River Operations Office

Date

Approval: _____

Michael D. Budney
Fee Determining Official
DOE - Savannah River Operations Office

Date

Revision Summary Page

Rev. #	Rev. Date	Affected Sections/Pages	Description of Revision
0	N/A	All	Initial issue
1	6-30-2022	Attachment A: Fee Schedule / p. 10	Post negotiation updates to fee schedules
		Attachment B: Award Fee Document (5%) / pp. 13 – 19	
		Attachment C: Performance Incentive Documents / pp. 17 - 18	

1. Purpose

In accordance with FAR 16.401, “General,” this Performance Evaluation and Measurement Plan (PEMP) has been established for Task Order (TO) 4: 89303722FEM400209 under Master Contract No. 89303322DEM000068, Savannah River Site (SRS) Integrated Mission Completion Contract (IMCC) between the U.S. Department of Energy (DOE) and Savannah River Mission Completion, LLC (SRMC), approved October 27, 2021. This PEMP identifies the Performance Based Incentives (PBI’s) and subjective award-fee criteria specific to TO-4 to encourage contractor excellence in performing task order scope. The TO-4 scope of work is funded through the DOE Office of Environmental Management (EM) by the base (Project Baseline Summary SR-0014C, inclusive of Saltstone Disposal Units (SDUs) funding source for the Liquid Waste (LW) program. This task specific PEMP covers funding via the SDUs 8/9 Line Item (Line Item 18-D-401).

The PEMP gives the DOE-Savannah River Operations Office (SR) IMCC a tool to identify and reward superior performance and incentivize the highest levels of excellence in specific focus areas, but not at the expense of safety, cost, schedule, or technical performance in the balance of scope. Furthermore, the PEMP defines SRS-IMCC’s approach for evaluating, documenting, and providing award fee to the contractor for the execution of contract requirements as defined in TO-4 of the SRS-IMCC.

Total available fee is determined according to the TO and is available for payment in accordance with contract Section B, *Supplies or Services and Prices/Cost*, and Section G, *Contract Administration Data*.

2. Key Performance Parameters

The overall mission of LW Operations is to receive, store, treat, and dispose of radioactive liquid waste. The SDUs are critical to this mission as they are the final repository for the low activity Decontaminated Salt Solution (DSS) waste in the form of saltstone. To complete its mission, SR-IMCC project is utilizing the End State Contracting Model (ESCM), a single award Indefinite Delivery/Indefinite Quantity (IDIQ) contract with the ability to issue both Cost Reimbursement (CR) and Fixed Price (FP) TO. Per contract Section C, *Performance Work Statement*, the term “End State” is defined as the specified situation, including accomplishment of completion criteria, for an environmental cleanup activity at the end of the TO Period of Performance (POP). The ESCM was developed by DOE EM as the preferred contracting approach to provide EM the needed flexibility to partner with industry and its stakeholders at this critical juncture of the EM Program and to openly negotiate the appropriate end states to reach completion. The purpose of the IMCC End State contract is to achieve significant reduction in financial liability and environmental risk that provides the best overall optimal solution towards completion of the EM mission at the SRS by accomplishing the maximum amount of environmental cleanup in the least amount of time and at the best value to the U.S. taxpayer.

Per the TO-4 PWS, SDU’s 8/9 Construction is planned as a Cost-Plus-Award-Fee project starting on June 27, 2022, with completion expected by September 30, 2024. The Contractor shall perform, but is not limited to, accomplishment of the following specific work during the task order period of performance. Sections of the contract specifically applicable to the PEMP and discussing key aspects of technical approach are Section C, *Performance Work Statement*; H.14, *Contractor*

Business Systems; Section H.16 DOE-H-2024 Earned Value Management System (March 2019); H.19, Contractor Property Management System Administration; Section H.50, Task Ordering Procedure; H.56 Partnering; and the Overarching IMCC PEMP.

Incentive strategy is based on achieving the desired End State related to the following areas:

The following list of End State Cleanup Deliverables is required for this TO.

Task Order 4 – Saltstone Disposal Unit 8/9 Deliverables

Deliverable Number	Deliverable	DOE		Deliverable Due Date	Task Order Section
		Action	Response Time		
TO4-0001	CD-4 Package for SDU 8	Approval	30 DAYS	8/21/2023	C.2.2.1
TO4-0002	CD-4 Package for SDU 9	Approval	30 DAYS	8/31/2024	C.2.2.1

These tasks are identified in the contract Statement of Work / Performance Work Statement for TO-4. These tasks are identified in the contract and are implicit performance expectations.

Fee distribution amongst the Performance Incentive Documents (PIDs) is based on a combination of analyses of Budgeted Cost of Work Scheduled and scheduled activities considered by DOE management to be key to successful contract execution. Readiness of the SDU's to support Salt Waste Processing Facility (SWPF) and Defense Waste Processing Facility (DWPF) processing is a critical activity.

3. Integrated Project Team & Fee Board

The PEMP process for this end-state IDIQ contract will conform to that means and methods outlined in Savannah River Implementing Procedure (SRIP) 400, Chapter 412.1, Revision 4 (10-18-2021), *PERFORMANCE EVALUATION MEASUREMENT PLAN (PEMP) AND FEE METHODOLOGY*. The roles and responsibilities relative for DOE-SR are defined therein.

The Assistant Manager for Waste Disposition (AMWD) will lead an Integrated Project Team (IPT) created in accordance with the requirements of DOE Order (O) 413.3B, *Program and Project Management for the Acquisition of Capital Assets*. The IPT provides oversight of the IMCC and monitors contract performance against performance baselines throughout contract execution, to satisfy the mission at SRS. The IPT is staffed and/or supported as needed by subject matter experts as well as matrix support personnel who possess specific competencies, skills, and expertise required for successful evaluation of SRMC performance. A Performance Monitor (PM) as authorized by SRIP 400, Chapter 412.1 will be appointed to serve as the Task Order Integration Manager (TOIM) for this PEMP. It is anticipated the PM will be the Federal Project Director for the SDU 8/9 Line Item.

The Office of the Manager leads the DOE-SR Fee Board. The DOE-SR Fee Board uses a fee schedule (see Attachment A), an Award Fee Document (see Attachment B) and PIDs (see Attachment C) for each evaluation period to forecast expected fee expenditure based on scheduled completion dates.

4. The PEMP Process

While the PEMP incentives may be unilaterally developed by DOE, a teaming approach between DOE-SR and the Contractor provides significant benefits. As envisioned by the ESCM, when incentives are developed jointly, performance expectations are better understood by the parties and tend to focus more on substantive outcomes. A teaming approach enhances communication and partnering between and among the parties, which results in greater trust, openness, alignment, and cooperation for achieving DOE's goals and objectives. This collaboration allows the Contractor to accept greater risk when requirements are developed jointly.

PIDs demonstrate direct flow down of DOE strategic goals and priorities into fee-bearing activities, according to Department of Energy Acquisition Regulation (DEAR) 970.1100-1, *Performance-Based Contracting*, paragraph (c). The evaluation criteria are developed by the TOIM in consultation with the IPT as applicable. In addition, DOE-SR will make a good faith effort to partner with SRMC personnel to discuss the content of the PEMP and develop PBIs and resulting completion criteria.

While the evaluation criteria are developed in partnership with the Contractor, the determination of fee allocation is made by DOE-SR as defined in SRIP 400, Chapter 412.1, *Performance Evaluation and Measurement*.

4.1. Planning

The PEMP planning process is led by the IPT to establish evaluation and measurement of contract performance (see Section 3). Planning results in identification of performance expectations and corresponding completion criteria for fee-bearing activities. Allocation of fee is based upon strategic value to the overall LW program.

Although individual PIDs are developed for each evaluation period, the planning process also requires performance expectation and fee allocation planning for the entire contract term based upon contract scope and total available fee. Planning matures with each revision of the *Liquid Waste System Plan*. Due to the dynamic nature of the LW program, PEMP planning is an ongoing process.

The planning process uses the following inputs, among others:

- DOE, EM and site missions, strategies, and execution plans
- EM Budget Planning and Funding Plans and Strategies
- LW Program Planning Process, also referred to as the LW System Planning Process, which results in a family of documents centered around the *Liquid Waste System Plan*
- Contract Section C, *Performance Work Statement*
- General Contract End State Requirements (included in Section C and individual task orders)

4.2. Risk Management

DOE uses an integrated risk management process for the LW program life cycle baseline. This ensures the LW program, and its associated technical and programmatic risks, are managed under an effective and responsive integrated process. A federal and contractor risk management board provides oversight to the implementation of risk management for the LW program.

LW program risks and opportunities are periodically assessed, graded, and analyzed, and handling strategies are developed and implemented to minimize risk and maximize opportunity benefit.

Analyses of risk impact are used as the basis for developing cost and schedule contingencies. Monitoring strategy implementation and feedback to system planning integrates the risk management and strategic planning processes.

The LW program risk management plan is issued after each revision of the *Liquid Waste System Plan*, providing DOE with the necessary input to develop the SRS risk summary and integrated contingency analysis. This plan provides a systematic process for managing, tracking, and reporting risks and opportunities for the LW program. Detailed plans are also developed that tailor the management, tracking and reporting of risks and opportunities for each sub-element.

4.3. Change Control

Changes to the PEMP and PIDs are subject to the change control process described in SRIP 400, Chapter 412.1, *Performance Evaluation and Measurement*. Proposed changes shall include a description, justification, impacts of non-approval, and proposed fee changes by evaluation period. Changes proposed by SRMC will be submitted to the DOE Contracting Officer (CO), who forwards the request to the IPT for review. The IPT makes a recommendation to the CO to either approve the request with or without changes or disapprove the proposal. The contractor is advised that proposed changes should not be submitted to ease requirements simply due to delays or failures by the contractor to complete work within its control.

All changes require review and concurrence from the Head Contracting Activity (HCA) office and are subject to the Business Clearance Review process. Revisions to the total available fee during the fiscal year may be uniformly distributed to the performance measures in this plan or may result in additional performance elements.

4.4. Reporting

The reporting of performance against PIDs will be integrated with other reporting mechanisms and conducted in accordance with applicable portions of the contract.

COs and program officials shall consistently and accurately document real-time contractor performance and ensure performance is recorded both in detail in the contract file and in the appropriate format in the Contractor Performance Assessment Reporting System (CPARS).

4.5. Performance Assessment and Fee Determination

If DOE terminates the contract before the evaluation period ends, DOE will adopt a fair and equitable approach to a negotiated fee settlement in accordance with Contract Clause I.109 FAR 52.249-6 Termination (Cost-Reimbursement) (May 2004).

The government will determine earned fee through evaluation and measurement of contractor performance against the performance requirements specified in PIDs (see Attachment C) within 90 days of the end of the period of performance being evaluated. The contractor is entitled to earn interest on the unpaid portion of fee starting on the day after the Fee Determining Official (FDO) decision was due in accordance with the Prompt Payment Rules. Interest will be calculated using the U.S Treasury site at: <https://fiscal.treasury.gov/prompt-payment/monthly-interest.html>.

The government will assess contractor work products against the completion criteria and acceptance criteria specified in the PID's to include reviews of supporting documentation and

walk down of physical work in the field. Government assessments are due to the Fee board by the 30th day after the end of the performance period being evaluated. The Fee board shall convene and provide recommendations to the FDO by the 60th day after the end of the performance period being evaluated.

For the subjective-measured evaluation of contractor performance, Contractor self-assessments are used to supplement federal assessments and reporting of contractor technical performance (quality of product/service), cost control, adherence to schedule, and management and address both the strengths and weaknesses of performance during the evaluation period.

Individual federal assessments are captured monthly and are used to improve performance through enhanced communication between federal and contractor organizations. Both federal and contractor management provide input monthly, recorded in the Monthly Contractor Performance Feedback Report and discussed face to face between the DOE-SR and Contractor management. Below are the five topical areas that receive monthly evaluation from each contractor and federal organization.

- Quality/Safety
- Schedule
- Cost Control
- Management
- Efficiency and effectiveness of contract execution

This structured process and implementing methodology is critical to the evaluation of work that is considered implicit, or “Subjective.” This system provides for clear performance measures that are defined and consistent with standards of reporting contractor performance (FAR 42.16, FAR 16.3, FAR 9.1, and DEAR 909.1), The Federal Acquisition Streamlining Act of 1994, and the federal acquisition guide, chapter 42.16. Subjective incentives use adjectival measures related to quality of service or product. The success of a contractor against Subjective measures is determined by the government. The government considers the related conditions under which the work was performed as well as the Contractor’s specific performance as measured against the government’s objective.

The FDO has sole authority to determine earned fee. The amount of fee awarded for an incentive is based on completing expected performance as scheduled and providing timely and accurate documentation, as outlined in contract Section B, *Supplies or Services and Prices/Costs*. For all Performance Based Incentives (PBI), the contractor is expected to perform the work in a quality manner, within the overall cost of the Contract Performance Baseline, such that potential rework and waste are minimized. Expected performance completed after the scheduled completion date, but still within the evaluation period, may be eligible for reduced fee based on a unilateral decision by the government. This decision to reduce fee takes into consideration timeliness of performance, quality of the product, resultant documentation of completion, or other factors deemed appropriate by the FDO. Funding associated with any unearned fee will be made available for the performance of contract scope.

The amount of fee earned by the Contractor is within the sole discretion of the FDO. The Contractor may express disagreement with the fee determination; however, the final amount of

fee earned is the FDO's unilateral decision. If the Contractor does not agree with the final decision of the FDO, the Contractor may dispute the assessment under the Disputes clause of the master IDIQ contract.

Note: Any unearned fee will not roll over into the following fiscal year. Fee may be reduced per contract Section I.236, DEAR 970.5215-3, Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (ALTERNATE II) (AUG 2009). Upon receipt of direction from the FDO, the CO will provide consent to the contractor to submit a fee invoice per Section G.7 (b) of the contract. SRMC may submit an overall self-evaluation of performance for each evaluation period within 15 days after the end of the performance period being evaluated. The self-evaluation will be given such consideration as the FDO shall find appropriate.

4.6. Invoicing and Fee Payment

Fee will be paid as prescribed in Section B.5, TO Fee/Profit Ceiling and B.10, Conditional Payment of Fee of the contract. Earned fee will be invoiced consistent with Section G of the contract. The invoice will include the PID validation/assessment requests submitted for the evaluation period.

5. Federal Oversight of Contractor Performance

Procedures for oversight of contractor performance are described in Savannah River Manual (SRM) 226.1.1, *Integrated Performance Assurance Manual*. The contractor oversight system is founded on an integrated safety management system which emulates DOE O 450.4, *Safety Management System Policy*. SRM 226.1.1 describes processes that comprise the contractor oversight system that DOE uses to: (1) clearly communicate requirements and expectations to contractors; (2) assess the quality, effectiveness, and efficiency of contractor assurance systems and resulting work products in complying with contract requirements; (3) effect continuous improvement in contractors' operations; and (4) enhance the effectiveness of DOE oversight of contractor performance.

In accordance with DOE O 226.1B, SRMC also uses independent and self-assessments to determine effectiveness of their assessment of the implementation of contractor assurance systems for environment, safety, and health; safeguards and security; emergency management; cyber security; and business practices systems and their sub-elements. Results from both independent and self-assessments, in addition to external assessments provide insight into areas where improvements in contractor oversight can be made. The end result is a management system that regularly assesses performance, assures comprehensive corrective action, and provides continuous improvement by identifying, correcting, and preventing problems that hinder the achievement of site missions.

Attachment A: Fee Schedule

Contract Term	Evaluation Period	Start	Finish	Evaluation Period Fee Allocation	Monthly Provisional Fee (Available)*
TO-4	1	6/27/2022	9/30/2022	\$704,696	\$149,332
	2	10/1/2022	9/30/2023	\$2,818,784	\$149,332

	3	10/1/2023	9/30/2024	\$1,516,463	\$149,332
	Total, Basic			\$ 5,039,943	

*** B.11 Provisional Payment of Fee**

As authorized by DOE-HQ-HCA, the following average provisional monthly fee is authorized at 80% (instead of 50%) for this task order as follows:

\$5,039,943 (total available fee) X .80 = \$4,031,954

\$4,031,954/27 months = \$149,332 (monthly provisional fee)

Attachment B: Award Fee Document (5%)



PBI Number:	SRMC22O1MGMT
Activity Name:	TO4 Program Management
Work Breakdown Structure (WBS) Number:	01.90.04
Performance Period:	June 27, 2022 – September 30, 2024
Allocated Fee: Award Fee Pool	\$251,997.13
Revision Number:	0
Senior level manager name: Jim Folk, AMWD	
Senior Level Supervisor/Division Manager Name: Sonitza Blanco, Director, WDPD	
Performance Requirement:	
Contract Sections – All Provide quality-driven program management as outlined in the contract, optimize LW system performance, and perform approved scope at or below cost.	
Contract Output: SRMC2201MGMT-01 The Contractor shall provide safe, timely, and cost-effective management and execution of the LW program. Performance areas evaluated cover all aspects of successful contract execution, as it relates to the safe, timely, and cost-effective management and execution of TO4, Contract Section C, <i>Performance Work Statement</i> . Contractor shall be evaluated on efficiency and effectiveness of contract execution; anticipation, identification, and avoidance of problems that could adversely impact contract execution; cost control measures; innovation and timeliness in resolution of issues impacting contract execution; responsiveness to DOE customer needs; and effective contractor human resources management. Customer service is an implicit performance expectation. Special focus areas of this performance period will be the effectiveness of the contractor's cost and project management controls. The Contractor shall continue to manage the DOE-approved Contractor Assurance System (CAS) as defined by DOE O 226.1B, Implementation of DOE Oversight Policy, specifically as it pertains to the TO4 scope. The Contractor shall demonstrate program effectiveness of the CAS that includes: (1) A method for validating the effectiveness of	

assurance system processes; (2) Rigorous, risk-informed, and credible self-assessment and feedback and improvement activities; (3) A structured issues management system that is formally described and documented; (4) Timely and appropriate communication (5) Continuous feedback and improvement, including worker feedback mechanisms; and (6) Metrics and targets to assess the effectiveness of performance.

Performance will be evaluated on the effectiveness of the CAS as it relates to TO4. The analysis will consider the contractor's ability to self-identify emerging and legacy issues rather than having significant issues identified by DOE-SR or by external organizations as well as the Contractor's implementation of timely and effective corrective actions. DOE-SR will rely on objective and subjective evaluations of the Contractor's performance which include, but are not limited to the following:

- Requirements flow down and procedure adequacy - Programs are established to ensure applicable requirements are accurately reflected in procedures and work processes;
- Assessment Program - Rigorous, risk-informed, and credible self and Quality Assurance assessments and feedback activities are conducted to identify issues and improvement opportunities. This includes Parent Company/Corporate Board involvement;
- Performance Measures - Metrics are effectively used to provide an accurate picture of current performance against goals;
- Trend Program - Deficiencies and metrics are analyzed to support identification of performance trends. Reports are provided to management with sufficient technical basis to allow informed decisions that support correction of negative performance/compliance trends before they become significant issues;
- Cause Analysis and Corrective Action - Performance gaps are identified and analyzed commensurate with their significance. Corrective actions are timely prioritized by importance, and appropriately targeted;
- Lessons Learned - Lessons Learned experiences and good practices are incorporated into the overall work process and used to inform the organizations of adverse work practices or experiences; and
- Employee Engagement - Programs are established to promote feedback and improvement and ownership at the worker level.

SRMC should demonstrate effective subcontract management, including award of subcontracts as scheduled, inclusion of all requirements, subcontractor audits, and subcontract administration. Contractor will monitor subcontractor performance to ensure compliance with all requirements including small business subcontracting plans, Buy American Act, and applicable labor statutes. Contract should also demonstrate effective use of domestic suppliers of personal protective equipment (PPE) and receipt of PPE in a timely manner.

The contractor's performance will be evaluated routinely throughout the period to provide feedback in cross-cutting areas, such as safety, efficient use of trained and qualified human capital, quality, continuous improvement, cost effectiveness, timeliness of deliverables, compliance with contract, etc. The Contractor will work collaboratively with the SR Management and Operating contractor and other site contractors as specified in Section J, Attachment J-3 of the contract.

Government Furnished Services and Items (GFS/I):

The target dates and completion dates for the following milestones are based on availability of the funds to execute TO#4. Further, the target dates and completion dates are based on SRS Site Infrastructure Services provided per SRMC-approved schedules (e.g., steam, site access, etc.). Any change in the schedule for funds availability or SRS Site Services, including interruption caused by Continuing Resolution or other action, may result in renegotiation/revision to impacted milestones.

Number	Exact date, periodicity, frequency, quantity	Fee (Combined)	Completion Criteria
SRMC22O1MG MT-01.01(60%)	09/30/2022 09/30/2023 09/30/2024	\$ 16,799.81 \$ 67,199.23 \$ 67,199.23	Performance will be evaluated for the periods specified. Performance area evaluated cover all aspects of quality, safety, technical scope, and issue management.
SRMC22O1MG MT-01.02(40%)	09/30/2022 09/30/2023 09/30/2024	\$ 11,199.87 \$ 44,799.49 \$ 44,799.49	Performance will be evaluated for the periods specified. Performance area evaluated cover all aspects of cost control, schedule, regulatory compliance, management, small business subcontracting, efficiency, and effectiveness of contract execution.
Acceptance Criteria:			
SRMC22O1MG MT-01.01	<p>Contractor will be subjectively measured on its performance during the period in the following areas:</p> <ul style="list-style-type: none"> Quality: Contractor will have programs in place that effectively support quality work programs, processes and products including an effective Contractor Assurance Program. Safety: Contractor will have programs and processes in place that support a strong Nuclear Safety Culture. Technical Scope: Contractor will ensure that knowledgeable and capable staff – both full-time employees and subcontractors – are in place to effectively execute contract scope and address emergent technical issues as they arise. Issue Management: Contractor will address emergent issues in a timely manner and will have institutional programs and processes in place to support issue tracking, management, and timely resolution. This includes Contractor performance following COVID-19 protocols. 		

SRMC22O1MG MT-01.02	<p>Contractor will be subjectively measured on its performance during the period in the following areas:</p> <ul style="list-style-type: none"> • Cost Control: Contractor will demonstrate effective programs and processes to monitor contract costs, including, but not limited to, actual costs incurred to complete selected scope is equal to or less than the forecast cost, plus an appropriate risk contingency based on the scope and complexity of the work to be performed. • Schedule: Contractor will demonstrate that it maintains schedules that satisfy the performance requirements for the subject scope and are reflective of actual schedule performance, problem identification and corrective action plans. • Regulatory Compliance: The contractor will support DOE interface with key regulators and produce effective regulatory work products; further, the contractor will ensure compliance with pertinent regulatory requirements. • Management: Contractor will maintain a management team tailored to the needs associated with the LW mission execution that identify and communicate issues and develop effective solutions, and that works collaboratively with DOE-SR and other SRS tenants; responsiveness to DOE customer needs is an implicit performance expectation. • Small Business Subcontracting: Contractor will maintain a mature Small Business Subcontracting program consistent with DOE requirements and maintains and communicates associated programmatic metrics • Efficiency and Effectiveness of Contract Execution: Contractor will demonstrate overall integration of operations and business programs focused on execution of the LW mission completion objectives, and on anticipation, identification, and avoidance of problems that could adversely impact contract execution
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Award Fee Adjectival Rating (applies to SRMC2201MGMT-01.01 and .02 only)

Award-Fee Adjectival Rating	Award-Fee Pool Available To Be Earned	Description
Excellent	91%-100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Very Good	76%-90%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Good	51%-75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Satisfactory	No Greater Than 50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Unsatisfactory	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

Attachment C: Performance Incentive Documents



Performance Incentive Document (95%)

PBI Number:	SRMC2201SDU8/9
Activity Name:	SDU 8/9 Completion
Work Breakdown Structure (WBS) Number:	TBA
Performance Period:	June 27, 2022 – September 30, 2024
Allocated Fee: Award Fee Pool	\$4,787,945.45
Revision Number:	0
Senior level manager name: Jim Folk, AMWD	
Senior Level Supervisor/Division Manager Name: Sonitza Blanco, Director, WDPD	
Performance Requirement:	
Contract Sections - Contract Section C – Statement of Work, C.2.2.1 SDU Construction, Task Order #4, SDU #8 and #9 Construction	
Provide quality-driven program management as outlined in the task order, SDU #8 and #9 Construction project and perform approved scope at or below cost.	
Contract Output: SRMC2201SDU8/9-01 Construction activities to support LW Operations as planned (Total Fee: \$4,787,945.45) <ul style="list-style-type: none"> - Submit SDU 8 CD-4 Package for Approval - Submit SDU 9 CD-4 Package for Approval <p>The SDU 8 CD-4 approval Milestone is critical as it represents the culmination of the entire work scope to declare the overall completion of the project. This is a key activity for reaching the startup and commissioning of SDU 8.</p> <p>The SDU 9 CD-4 approval Milestone is critical as it represents the culmination of the entire work scope to declare the overall completion of the project. This is a key activity for reaching the startup and commissioning of SDU 9.</p>	

Government Furnished Services and Items (GFS/I):

The target dates and completion dates for the following milestones are based on availability of the funds to execute TO-4. Further, the target dates and completion dates are based on SRS Site Infrastructure Services provided per SRMC-approved schedules (e.g., steam, site access, etc.). Any change in the schedule for funds availability or SRS Site Services, including interruption caused by Continuing Resolution or other action, may result in renegotiation/revision to impacted milestones.

Number	Exact date, periodicity, frequency, quantity	Fee	Completion Criteria
SRMC TO4-0001	08/31/2023	\$ 1,627,901.45 (34%)	Submittal of SDU 8 CD-4 Package for Approval to Operate. Verification by review of CD documentation.
SRMC TO4-0002	08/31/2024	\$ 3,160,044.00 (66%)	Submittal of SDU 9 CD-4 Package for Approval to Operate. Verification by review of CD documentation.
Acceptance Criteria:			
SRMC22O1SDU.01	<p>Perform the following Construction activities to support LW Operations as planned (Total Fee: \$ 4,787,945.45):</p> <ul style="list-style-type: none"> - SDU 8 CD-4 Package Approval - SDU 9 CD-4 Package Approval <p>Verification by review of, as applicable for the task, completed inspection records, CD documentation, Operations Acceptance Checklists, Construction Turnover documentation, Asset Suite listing of work packages (tasks) set to “finished” or “complete”, photographic evidence of completion and/or subcontract completion documentation. Final acceptance shall be based on DOE-SR’s satisfaction with the overall CD-4 approval package and its readiness to be submitted for final CD-4 approval.</p> <p>Maximum available fee is \$ 4,787,945.45</p>		

Acronym List

AMWD	Assistant Manager for Waste Disposition
CAP	Capital Asset Project
CA	Control Account
CAS	Contractor Assurance System
CD	Critical Decision
CO	DOE Contracting Officer
ConOps	Conduct of Operations
CPARS	Contract Performance Assessment Reporting System
DEAR	Department of Energy Acquisition Regulation
DOE	U.S. Department of Energy
DOE-SR	Department of Energy Savannah River Operations Office
DSS	Decontaminated Salt Solution
DWPF	Defense Waste Processing Facility
EM	Office of Environmental Management
ESCM	End State Contracting Model
ES&H	Environment, Safety, and Health
FAR	Federal Acquisition Regulation
FDO	Fee Determining Official
FFA	Federal Facility Agreement
FPD	Federal Project Director
FY	Fiscal Year
GFS/I	Government Furnished Services and Items
IDIQ	Indefinite Delivery / Indefinite Quantity
IPT	Integrated Project Team
LW	Liquid Waste
PBI	Performance Based Incentive
PEMP	Performance Evaluation and Measurement Plan
PID	Performance Incentive Document
PM	Performance Monitor
POP	Period of Performance
QA	Quality Assurance
SDU	Saltstone Disposal Unit
SPF	Saltstone Processing Facility
SR	Savannah River
SRIP	Savannah River Implementing Procedure
SRM	Savannah River Manual
SRNL	Savannah River National Laboratory
SRMC	Savannah River Mission Completion, LLC
SRS	Savannah River Site
SS / SC	Safety Significant / Safety Class
SWPF	Salt Waste Processing Facility
TO	Task Order
TOIM	Task Order Integration Manager
TSR	Technical Safety Requirement
WBS	Work Breakdown Structure