AMENDMENT OF SOLICITATION/MODIFICA	ATION OF CO	NTRACT		CONTRACT D CODE	PAGE	OF PAGES	
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE D	DATE 4	1. REQ	UISITION/PURCHASE REQ. NO.	5. PROJECT	18  NO. (If applicable)	
P00005	See Block	k 16C	see	Schedule			
6. ISSUED BY CODE	893037		7. ADN	IINISTERED BY (If other than Item 6)	CODE 00	901	
Savannah River Operations Office U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802		1	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	t, county, State and Zi	IP Code)	x) 9A.	AMENDMENT OF SOLICITATION NO.			
Savannah River Mission Comple Attn: Kathleen Vaselopulos 109 Ramsey Pl Lynchburg VA 245016722	etion, LLo		9B. 4 10A	DATED (SEE ITEM 11)  . MODIFICATION OF CONTRACT/ORDER N 303322DEM000068 303722FEM400209 . DATED (SEE ITEM 13)	O.		
CODE C32KCWJ94LY8	FAC LITY CODE		0	5/23/2022			
	11. THIS ITEM	ONLY APPLIES TO AM		ENTS OF SOLICITATIONS			
separate letter or electronic communication which incl RECEIVED AT THE PLACE DESIGNATED FOR THE OFFER. If by virtue of this amendment you desire to each letter or electronic communication makes referen	ludes a reference to RECEIPT OF OFI change an offer all nce to the solicitati	o the solicitation and amo FERS PRIOR TO THE H ready submitted , such ch	endme IOUR A	ND DATE SPECIFIED MAY RESULT IN REJE may be made by letter or electronic communic received prior to the opening hour and date sp	EDGEMENT TECTION OF YOur ation, provided becified.	TO BE OUR	
12. ACCOUNT NG AND APPROPRIATION DATA (If requ	uired)	Net	Inc	rease: \$1	11,100,0	00.00	
See Schedule				DIFIES THE CONTRACT/ORDER NO. AS DE			
	CT/ORDER IS MOI H N ITEM 14, PUR	DIF ED TO REFLECT TH RSUANT TO THE AUTHO	HE ADI ORITY	ES SET FORTH IN ITEM 14 ARE MADE IN TO MINISTRATIVE CHANGES (such as changes of DF FAR 43.103(b). Y OF:			
D. OTHER (Specify type of modification	and authority)						
X See Block 14.							
E. IMPORTANT Contractor 🗵 is not	is required to	sign this document and r	return	copies to the issuing	g office.		
14. DESCRIPTION OF AMENDMENT/MODIFICATION UEI: C32KCWJ94LY8 A. The purpose of this modif				•	•		
in the amount of \$11,100,000 \$26,708,778.00 TO \$37,808,77 • SDU 8/9 TEC: \$8,800,000.	.00 are h 8.00. Fun	ereby obliga	ted				
• SDU 8/9 PED: \$200,000.00 • SDU 8/9 OPC: \$2,100,000.							
Continued				-2013 Obligation of Fur			
Except as provided herein, all terms and conditions of the 15A. NAME AND TITLE OF SIGNER (Type or print)	ne document refere	enced in Item 9 A or 10A,		etofore changed, remains unchanged and in f IAME_AND TITLE OF CONTRACT NG OFFIC			
TOTAL PARTIE AND THEE OF SIGNER (Type or pills)					zer ( rype or p	nuuj	
15B. CONTRACTOR/OFFEROR	1	5C. DATE SIGNED		thia T. Strowbridge INITED STATES OF AMERICA Unthia Strowbrid	lae.	16C. DATE SIGNED	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	7	09/20/2022	

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#### NAME OF OFFEROR OR CONTRACTOR

Savannah River Mission Completion, LLC

ITEM NO.	SUPPL ES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	the total funds obligated to this task is hereby				
	revised to increase the total amount of funds				
	obligated to the contract by \$11,100,000.00,				
	changing it FROM: \$26,708,778.00 TO				
	\$37,808,778.00. The total obligated amount of				
	\$37,808,778.00 is allocated as follows:				
	• SDU 8/9 TEC: \$33,990,928.00				
	• SDU 8/9 PED: \$707,850.00				
	• SDU 8/9 OPC: \$3,110,000.00				
	350 0/3 0FC. \$3,110,000.00				
	D. All other terms and conditions remain changed.				
	Payment:				
	Period of Performance: 06/27/2022 to 09/30/2024				
	Change Item 00001 to read as follows(amount shown				
	is the total amount):				
00001	Task Order 4 - Saltstone Disposal Units 8/9				93,764,771.0
	Line item value is: \$93,764,771.00				
	Incrementally Funded Amount: \$37,808,778.00				
	Requisition No: 22EM001523, 22EM001551,				
	22EM001602, 22EM001626, 22EM001668, 22EM001799,				
	22EM001923, 22EM001993, 22EM002139				
	LEEMISSISS, EEMISSISS, EEMISSEISS				
	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				
	-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				
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#### NAME OF OFFEROR OR CONTRACTOR

Savannah River Mission Completion, LLC

TEM NO.	SUPPL ES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	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:				
	01250-2022-36-410225-32001-1111694-0004655-0000000				
	-0000000 Fund: 01250 Appr Year: 2022 Allottee: 36				
	Report Entity: 410225 Object Class: 32001				
	Program: 1111694 Project: 0004655 WFO: 0000000				
	Local Use: 0000000				
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#### NAME OF OFFEROR OR CONTRACTOR

Savannah River Mission Completion, LLC

EM NO.	SUPPL ES/SERVICES	QUANTITY		UNIT PRICE	AMOUNT
(A)	(B)	(C)	(D)	(E)	(F)
	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: \$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: \$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: \$8,800,000.00				
	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: \$200,000.00				
	Accounting Info:				
	01250-2021-36-410225-25102-1111703-0004655-0000000				
	-0000000 Fund: 01250 Appr Year: 2021 Allottee: 36				
	Report Entity: 410225 Object Class: 25102				
	Program: 1111703 Project: 0004655 WFO: 0000000				
	Local Use: 0000000				
	Funded: \$2,100,000.00				
	2				

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Section G – Contract Administration Data	5
Section H – Special Contract Requirements	5
Section I – Contract Clauses	
Section J – List of Documents Exhibits and Other Attachments	

# 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

<sup>\*</sup>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	

<sup>\*</sup>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.

\$37,808,778.00 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 = I Regulation	Department of Ene	ergy Acquisition	FAR = Federal Acq	uisition 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:

		% Of Subcontracted
Total Dollars to be Subcontracted (Large and Small Business	\$35,917,000	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

		D	OE		
Deliverable Number	Deliverable	Action	Response Time	Deliverable Due Date	Task Order Section
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>

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Section A – Order For Supplies or Services (OF 347) (to be provided upon Task Order Issuance)
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Section F – Deliveries or Performance
Section G – Contract Administration Data
Section H – Special Contract Requirements
Section I – Contract Clauses
Section J – List of Documents, Exhibits, and Other Attachments

# 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

<sup>\*</sup>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 =	CLIN = Contract Line Item Number CPAF= Cost Plus Award Fee				

<sup>\*</sup>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 August 15, 2022
$37,808,778.00 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 Acq	uisition 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:

		% Of Subcontracted
Total Dollars to be Subcontracted (Large and Small Business	\$35,917,000	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

		DOE			
Deliverable Number	Deliverable	Action	Response Time	Deliverable Due Date	Task Order Section
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>