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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	\$89,440,173
Award Fee:	\$5,039,943*
Total Estimated Price:	\$94,480,116

*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

CLI	CLIN Title	CLIN Type	Estimated Cost	Fee	Total Estimated Price
0001	Saltstone Disposal Unit 8/9	CPAF	\$89,440,173	\$5,039,943*	\$94,480,116
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.

~~\$90,140,778.00~~~~\$81,645,118.00~~ ~~June 27~~October 01, 2022, to ~~June-September~~ 30, 2023

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>