CONTRACT NO.: 89303322DEM000068

TASK ORDER NO.: 89303723FEM400273<u>-P00001</u>

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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	\$34,648,593
Award Fee:	\$2,078,916
Total Estimated Price:	\$36,727,509

"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."

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(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	Tank 42 Conversion to Support ABD	CPAF	\$34,648,593	\$2,078,916	\$36,727,509
CLIN =	CLIN = Contract Line Item Number CPAF = Cost Plus Award Fee				

- (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 11 Attachment, 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.

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- (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	
5/15/2023- 9/30/2023	\$283,488.49	TBD	\$283,488.49	
10/1/2023 — 9/30/2024	\$485,080.30	TBD	\$485,080.30	
10/1/2024 — 9/30/2025	\$485,080.30	TBD	\$485,080.30	
10/1/2025 — 9/30/2026	\$485,080.30	TBD	\$485,080.30	
10/1/2026 – 3/30/2027	\$340,186.18	TBD	\$340,186.18	

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### (8) CLIN Description:

CLIN 00001 – Tank 42 Conversion to Support ABD

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.

\$15,079,733.00 \$16,117,294 at Task Order award. (P00001)

### **Section C - Performance Work Statement**

Section C.2, Liquid Waste Stabilization/Disposition of the Master IDIQ contract, is incorporated by reference.

#### Section C.2.1.1.1 Defense Waste Processing Facility is revised as follows:

The Contractor shall operate the DWPF to optimize the processing of the sludge and high activity feed streams from salt processing into a vitrified waste form that meets or exceeds all requirements for interim storage at SRS and all requirements regarding the acceptability of the vitrified waste form for disposal in a licensed Federal Repository. The Contractor shall avoid sludge feed breaks to DWPF. Mercury shall be managed consistent with the Safety Basis. The Contractor shall ensure the availability of a spare melter to affect a timely replacement of an operational melter in the event of its failure. The Contractor shall maintain a concentration limit of 2500 g/m3 of fissile material in the glass and a canister heat load of less than 792 watts per canister. The Contractor shall also provide for safe storage of failed melters onsite by constructing failed melter boxes and Failed Equipment Storage Vaults (FESV). The Contractor shall procure canisters for use in DWPF as necessary to ensure continued operations. DWPF canister production shall continue to meet the requirements of DOE/RW-0333P, Quality Assurance Requirements and Description, until and unless directed otherwise by DOE.

#### Section C.2.1.1.2 Tank Farm Operations is revised as follows:

The Contractor shall operate the Tank Farms to receive, concentrate, and store liquid radioactive wastes in support of ongoing Site activities and ensure the continued operability and structural integrity of the liquid radioactive waste tanks and ancillary structures. The Contractor shall be responsible for effective Tank Space Management, Salt Feed Preparation, Sludge Feed Preparation, Bulk Waste Removal/Retrieval, and Management of the ETF. The Contractor shall maintain a comprehensive tank inspection program that is compliant with the requirements specified in the SRS Federal Facility Agreement (FFA). Mercury monitoring/sampling and chemical analysis throughout the LW systems will continue to be performed. Mercury shall be managed consistent with the Safety Basis. Subject to revisions of the LW System Plan,

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the Contractor shall ensure the Tank Farms have the infrastructure and capacity to receive up to 300,000 gallons of waste from H-Canyon processing operations annually through 2033. Included in the 300,000 gallons annually are receipts in support of the Nuclear Material (NM) Accelerated Basin Delivery (ABD) emphasis (as described in the LW System Plan).

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#### The Task Order scope of work is as follows:

• The contractor will convert Tank 42 to handle sludge processing for increased receipts from H-Canyon related to ABD.

## 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 May 15, 2023 to March 30, 2027.

### **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**

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

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

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

## Attachment J-5 - Master Small Business Subcontracting Plan

The Contractor's executed Master Small Business Subcontracting Plan for this Task Order will be inserted here. See applicable I Clause entitled, FAR 52.219-9, Small Business Subcontracting Plan, and applicable Section H Clause entitled, Subcontracted Work.

### **Attachment J-7 - Contract Deliverables**

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

Task Order 11 - Tank 42 Conversion to Support ABD

B. II.		DOE			
Deliverable Number	Deliverable	Action	Response Time	Deliverable Due Date	Task Order Section
TO11-0001	11-0001 Complete Tank 42		30 DAYS	3/30/2027	C.2.1.2.1
	Demolition & Removal				C.2.1.1.2
	(D&R) and Installation				C.2.1.1.2.1
	Designs				C.2.1.1.2.6
TO11-0002	Complete Tank 42	Approval	30 DAYS	3/30/2027	C.2.1.2.1
	Modification Installations to				C.2.1.1.2
	achieve Operational Status of				C.2.1.1.2.1
	Tk 42 for sludge processing.				C.2.1.1.2.6

## **Performance Evaluation and Measurement Plan**

<Insert PEMP Attachment>