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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) 00002 of the Savannah River Site Integrated Mission Completion Contract (herein referred to as the Master IDIQ Contract). Section B of the Master IDIQ Contract is incorporated by reference. The requisite clause information specific to this Task Order included below is consistent with the clause numbering structure established by the Master IDIQ Contract.

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

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

B.2 Type of Contract

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

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

Table B-1. Estimated Total Price

Target Cost:	\$916,778,474
Target Fee:	\$67,475,055
Incentive Fee:	\$35,984,966
Stretch Fee:	\$8,996,241
Maximum Fee:	12.5%
Minimum Fee:	\$0

(2) The target fee for this task order is \$67,475,055 based on a rate of 7.5% applied to the total estimated cost. The target fee will be based on tank closure.

(3) 80% provisional fee (of the target) will be invoiced monthly.

(4) TO7 Fee is earned each fiscal year and is based on each PCWR and OC completed.

The fee curve for this task order is as follows:

- 87-13 Weighting Between Preliminary Cease Waste Removal (PCWR) and Operational Closure (OC)
- Total Estimated Cost as Fee Basis (excluding delta package): \$899,667,396
- Negotiated Maximum Available Fee (excluding delta package): 12.5%, \$112,458,424
- Negotiated:
 - Target: **7.5%**

- Incentive: **11.5% (4% above target)**
- Stretch: **12.5% (5% above target, 1% above incentive)**
- Stretch indicated for PCWR may be used for PCWR or OC of tanks or Ancillary Structures and will be approved by DOE-SR before SRMC commences work

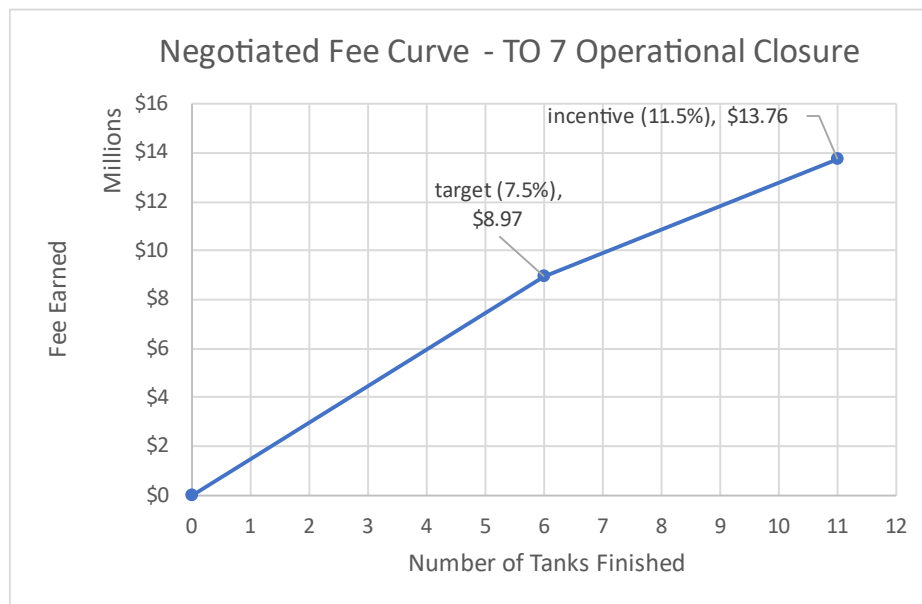
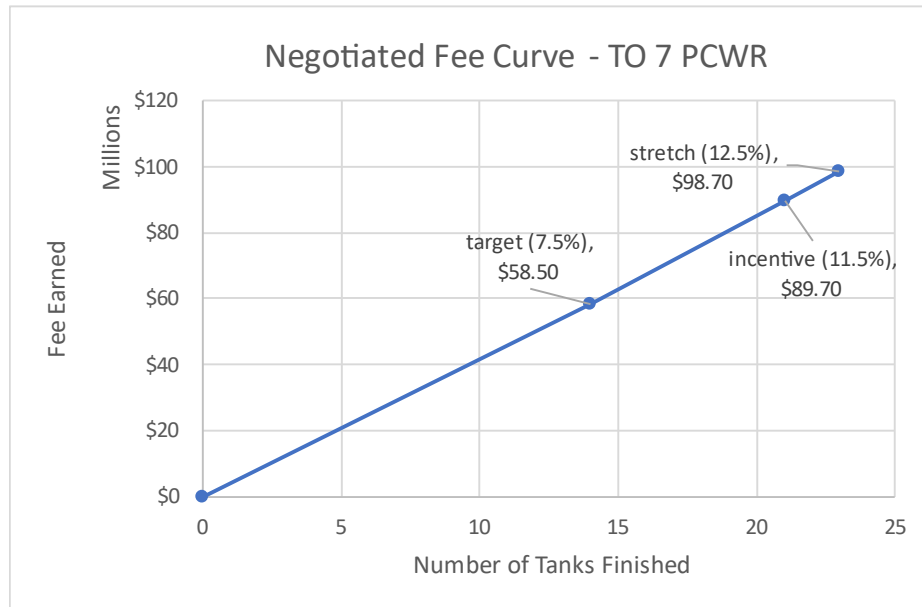


Table 1: Fee Funding Profile Example for IMCC TO 7

Contract Budget Base (CBB) (with Delta Package):		\$916,778,474					
Delta Package:		\$17,111,078					
Fee Basis (CBB less Delta Package): ¹		\$899,667,396					
Negotiated Maximum Fee (CPIF):		12.5%					
Negotiated Fee:		\$112,458,424					
PCWR²	86.7%	\$ 97,501,454.02					
ID			Segment	Tanks PCWR	Culm FEE @END	Rate	Reason
	Percent		start	end	\$	\$/tank PCWR'd	
Target ³	7.50%	Regulatory (plus)	0	14	58,500,872	4,178,634	Regulatory +3
Incentive ⁴	11.50%	System Plan Rev 23	15	21	89,701,338	4,457,209	SP REV 23
Stretch ⁵	12.50%	Stretch	22	23	98,698,012	\$4,498,337 (See note 5)	Pull Forward
Closure²	13%	\$ 14,956,251.43					
ID			Segment	Tanks Operationally Closed	Culm FEE @END	Rate	Reason
	Percent		start	end	\$	\$/tank closed	
Target ⁶	7.50%	Regulatory (plus)	0	6	8,974,182	1,495,697	Regulatory +1
Incentive ⁷	11.50%	System Plan Rev 23	7	11	13,760,413	957,246	SP REV 23
Stretch ⁸	12.5%	Stretch	TBD	Merged with PCWR (see note 8)	TBD	TBD (see note 8)	Pull Forward
				Total (PCWR+OC):	\$ 112,458,424		

Notes (Assumptions and Explanations):

1. The Total Estimate Cost (TEC) of \$ 916,778,474 includes \$ 17,111,078 that was transferred from TO 3 that was determined not eligible for fee. Therefore, the TEC eligible for fee is \$ 899,667,396 which served as the basis for the fee calculations.
2. Preliminary Cease Waste Removal (PCWR) and Operational Closure (OC) are separate element of TO 7. PCWR is the activity of installing of equipment and infrastructure need to remove the waste from the tanks. Actual removal of waste is accomplished by TO 6 (Operations). OC is the activity of removing equipment and infrastructure once all the liquid waste has been removed and then the final grouting to seal each tank or ancillary structure. The cost split between these activities was determined at 87% - PCWR and 13% - OC.
3. PCWR Target: Eleven (11) of Fourteen (14) tanks must be old-style tanks to meet regulatory requirements, unless changed by mutual agreement of DOE, SCDHEC, EPA and SRMC. Work must be completed within the period of performance (POP) for TO 7. Emphasis on old-style tanks in the water table.
4. PCWR Incentive: Incentivizes completing (7) additional tanks listed for PCWR per the LW System Plan, Rev. 23.
5. PCWR Stretch: Stretch combines the fee available for PCWR and OC to encourage SRMC to accommodate the pull forward of work in the contract but beyond the TO 7 POP. Perform additional PCWR above 21 (Max 2 additional PCWRs). Substitutions may be made in lieu of PCWR with advanced bilateral agreement between DOE-SR and SRMC with OC on any tank or ancillary structure(s) with similar cost and scope that is pulled forward from TO 9. Work must be completed within the POP for TO 7.
6. OC Target: Six (6) tanks must be old-style tanks to meet regulatory commitments, unless changed by mutual agreement of DOE, SCDHEC, EPA and SRMC. Work must be completed within the POP for TO 7.
7. OC Incentive incentivizes completing OC on an additional five (5) tanks per the LW System Plan, Rev. 23. Work must be completed within the POP for TO 7.
8. OC Stretch: The 1% stretch available for TO 7 combines PCWR and OC. See Note 5. Work is pulled forward from TO 9 and must be completed within the TO 7 POP.

Any new or creative ways that are agreed to and approved by DOE and SCDHEC/EPA to achieve and declare PCWR (Preliminary Cease Waste Removal) and/or OC (Operational Closure) will be credited.

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

Table B-2. Task Order CLIN Structure

CLIN	CLIN Title	CLIN Type	Estimated Cost	Target Fee	Incentive Fee*	Total Estimated Price
00001	Tank Closure & Ancillary Facilities	CPIF	\$916,778,474	\$67,475,055	\$44,983,370	\$1,029,236,899
CLIN = Contract Line Item Number			CPIF = Cost Plus Incentive Fee			

*Incentive fee includes stretch. See table B-1 above.

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

(5) CLIN Description:

CLIN 00001 – Tank & Ancillary Facilities Closure:

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

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

- (a) Pursuant to the Clause of this Contract in FAR 52.232-22, *Limitation of Funds*, total funds in the amount(s) specified below are obligated for the payment of allowable costs and fee. It is estimated that this amount is sufficient to cover performance through the date(s) shown below.

\$134,881,462.00 September 13, 2023 to February 2, 2025.

B.9 Basis for Changes

Pursuant to the Clause of this contract, the risk ownership table for this task order is as follows:

Table 2: Contractor Accountable Risks (Will Not Change Section B Minimum and Maximum Target Costs/Target Schedule/Reference Point Target Cost or Baseline—Maintain Variances)

ID	Risk Area (Contractor - SRMC)
1	Contractor controlled action that results in accident, delay of mission, or willful misconduct or negligence on the part of the contractor that adds risk to DOE or the program.
2	Inadequate schedules which do not provide for DOE review/approval durations in accordance with Attachment J-7, Contract Deliverables as provided in Contract #89303322DEM000068
3	Inadequate coordination with EPA/State caused by the contractor and/or other groups impacting actions under the Contractor's control.
4	ES&H Violation by Contractor or subcontractor, including consequential investigations and impacts.
5	Fines or penalties imposed by DOE or other regulatory agencies due to the contractor's action, or inaction. (This includes fines levied against DOE based on Contractor performance.)
6	Willful misconduct by Contractor or subcontractor.
7	New major Potential Inadequacy in the Safety Analysis (PISA) issue due to SRMC error or those not due to SRMC error but can be mitigated
8	Major Equipment Failure (Melter, Evaporator, Transfer Lines, etc.) caused by factors within the control of SRMC contractor or those not within the control of SRMC but can be mitigated
9	Major new unknown technical/science issue (e.g., solids formation) that can be mitigated
10	All SRMC-owned risks in the ROMP

Table 3: DOE Accountable Risk (May Change Section B Minimum and Maximum Target Costs/Target Schedule/Reference Point Target Cost or Baseline)

ID	Risk Area (DOE)
1	Funding Impacts or Budget Impacts greater than 1% of the yearly contract base budget
2	Acts of God (e.g., Weather, Pandemic, etc.)
3	New scope based on DOE direction to the Contractor, new regulatory requirements, and/or change to a record of decision (ROD) (or equivalent) outside of the initial Statement of Work (SOW/PWS).
4	DOE direction or DOE initiated actions/events that are beyond the scope of the IMCC or the scope of an individual task order.
5	Changes resulting from collaborative effort by the Contractor and DOE or non-Contractor groups, e.g., stakeholders or regulators.
6	Delay by DOE of review/approval decisions as required under Attachment J-7, Contract Deliverables as provided in Contract #89303322DEM000068 .
7	Inadequate coordination with EPA/State caused by DOE or other groups impacting actions under DOE's control.
8	New major Potential Inadequacy in the Safety Analysis (PISA) issue due to no fault of SRMC (e.g. error by previous contractors, etc.) that cannot be mitigated
9	Major new unknown technical/science issue (e.g., solids formation) that cannot be mitigated
10	Major Equipment Failure (Melter, Evaporator, Transfer Lines, etc.) caused by factors outside the IMCC contractor's control that cannot be mitigated
11	All DOE-owned risks in the ROMP

Re-opener to discussions related to fee:

New or existing risk(s) that have impacts that cannot be mitigated without significant impact to cost, processing, milestones, and/or the mission that are outside the control of the IMCC contractor as agreed between DOE-SR and SRMC. If a risk is realized, already earned fee is not subject to renegotiation or consideration.

B.11 Provisional Payment of Fee

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

\$67,475,055 X .80 = \$53,980,044 (NTE Fee)

\$53,980,044 / 97 months = \$556,495 (monthly provisional fee)

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

Section C - Performance Work Statement

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

The desired outcome of TO 7 is the operational closure of underground storage tanks and ancillary facilities in the F-Area & H-Area Waste Tank Systems. The Contractor, Savannah River Mission Completion, LLC (SRMC) must fully support all aspects of completing operational closure of underground storage tanks and ancillary facilities not accomplished in TO 6.

TO 7 includes scope associated with closure of tanks meeting the requirements of the Waste Determination (WD) Basis documents for the F and H Tank Farms. The closure life cycle of tanks is defined in the following three phases: Waste Removal, Chemical Cleaning, and Tank Closure. This scope includes the procurement of common equipment used for multiple tanks and the development of the WD Basis documents for F and H Tank Farms. The following steps are required for the closure of any given Tank (or group of tanks) and ancillary structures and equipment in the F and H Tank Farms as listed in the Consolidated General Closure Plan for F-Area & H-Area Waste Tank Systems.

1. Bulk Waste Removal Modifications
2. Heel Removal Modifications
3. Cooling Coil Flushing Modifications
4. Annulus Cleaning Modifications
5. Isolation and Residual Sampling
6. Tank Stabilization (Grouting)

Aligned with sections C.2, C.5, C.6, C.7, C.8, C.9, C.10, C.11, C.12, C.13, C.14 of the IMCC, TO 7 activities projected to achieve mission success include, but are not limited to, the following:

- a) Complete, Continue, and/or Initiate Waste Removal and Tank Closure activities for High Level Waste Tanks (1, 2, 3, 4, 7, 8, 9, 10, 11, 13, 14, 15, 25, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 44, 45, 46, 47, and ancillary facilities) needed to supply feed to DWPF and SWPF. Waste Removal and Tank Closure Activities include, but are not limited to design and field work to support:

1. Bulk Waste Removal Modifications
2. Heel Removal Modifications
3. Cooling Coil Flushing Modifications and Flushing
4. Annulus Cleaning Modifications
5. Residual Sampling and Isolation
6. Grouting Modifications and Tank Stabilization (Grouting)

- b) Continue implementation of system optimizations to promote acceleration of Waste Removal and Tank Closure Activities.

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 October 1, 2023 to October 26, 2031.

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. Clause H.71, Schedule of Rates Reopener, is hereby added to the Master IDIQ.

H.71 SCHEDULE OF RATES REOPENER

As of the date of contract award, audit effort assisting the Contracting Officer in negotiating direct and indirect rates is not yet completed. A completed audit will ensure proposed direct rates and indirect rates are reasonable and realistic. Therefore, as determined necessary by the Contracting Officer, the currently agreed to prices for each CLIN are subject to reopening, pending resolution of an external audit being performed by the cognizant audit agency hired by the Department of Energy – Savannah River Operations Office (DOE-SR) of the contractor’s proposal in response to solicitation ____/2/13/2023_____, originally dated ____5/18/2023_____, and any later proposal revisions.

The parties agree that the prices are subject to adjustment based on the results of the subsequent audit, and that the resolution of audit findings is limited to direct rates and indirect rates. The Contracting Officer and contractor shall negotiate a bilateral modification within 60 days after receipt of the audit findings, to come to agreement on revisions to the CLIN amounts determined to need adjustment due to the audit of direct rates and indirect rates. Should agreement not be achieved on the adjustment(s) contemplated by this clause, the Contracting Officer reserves the right to make a final determination based on the audit and issue a unilateral modification. Failure of the parties to agree with the Contracting Officer’s final decision shall be subject to the Disputes Clause of this contract. However, no changes, modification, or decisions resulting from this clause shall relieve the contractor from performing in accordance with the terms of the contract and its’ resulting task orders.

Fill-In Information: Email entitled, “Request for Task Order Proposal (RTP) for Task Order 7”; February 13, 2023

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

See applicable I Clause entitled, FAR 52.219-9, Small Business Subcontracting Plan, and applicable Section H Clause entitled, Subcontracted Work.

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)	\$255,869,000	%Of Subcontracted Dollars
Small Business	\$127,935,000	50%
Small Disadvantaged Business	\$12,793,000	5%
Women-Owned Small Business	\$51,174,000	20%
HUBZONE	\$7,676,000	3%
Veteran-Owned Small Business	\$7,676,000	3%
Service-Disabled Veteran-Owned Small Business	\$7,676,000	3%

Goals approved 6 October 2023.

Exclusions include purchases from company affiliates and custom crawlers 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 7 – Tank Closure & Ancillary Facilities Deliverables

Deliverable Number	Deliverable	DOE		Deliverable Due Date	Task Order Section
		Action	Response Time		
TO7-0001	Achieve Preliminary Cease Waste Removal (PCWR)	Approval	30 DAYS	10/26/2031	C.2, C.5, C.6, C.7, C.8, C.9, C.10. C.11, C.12, C.13, and C.14
TO7-0002	Each tank operationally closed	Approval	30 DAYS	10/26/2031	C.2, C.5, C.6, C.7, C.8, C.9, C.10. C.11, C.12, C.13, and C.14
TO7-0003	All supporting ancillary equipment closed, as mutually agreed.	Approval	30 DAYS	10/26/2031	C.2, C.5, C.6, C.7, C.8, C.9, C.10. C.11, C.12, C.13, and C.14