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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

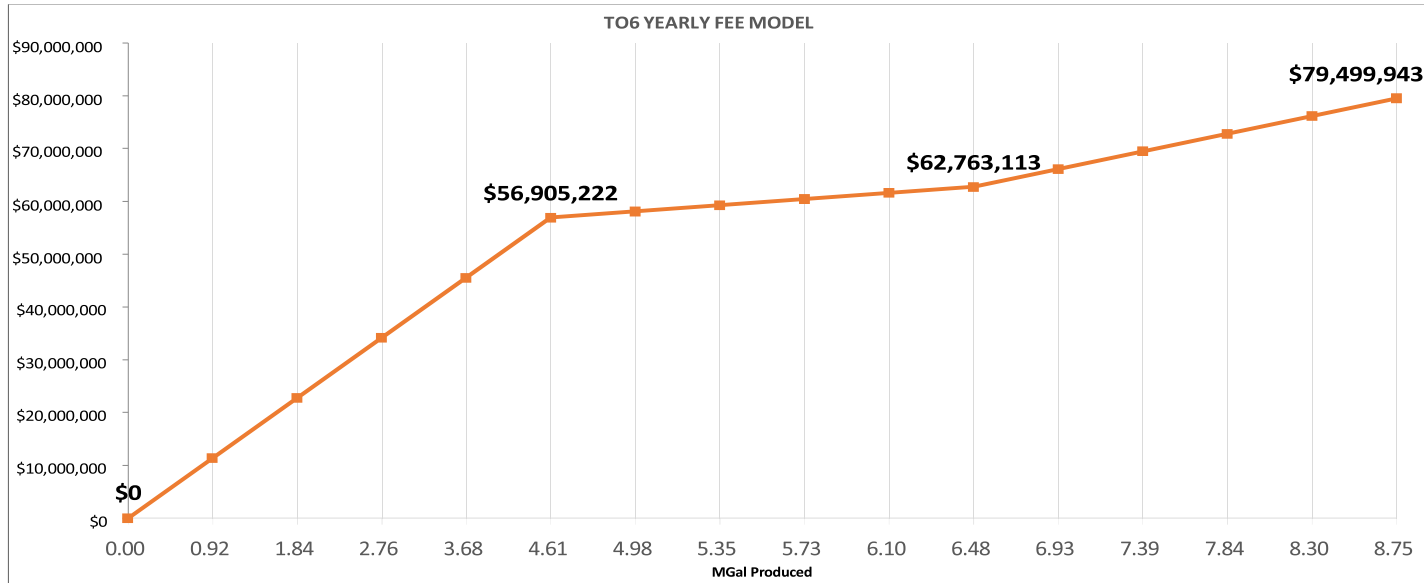
Target Cost:	\$6,633,521,567
Target Fee:	\$497,514,118
Incentive Fee:	\$132,670,431
Stretch Fee:	\$80,000,270
Maximum Fee:	10.706% (\$710,184,819)
Minimum Fee:	\$0

- (2) The target fee for this task order is \$497,514,118 based on a rate of 7.5% applied to the total estimated cost. The target fee will be based on salt processed from Tank 49 through SWPF.

The fee curve for this task order is as follows:

- Total Estimated Cost: \$6,633,521,567
- Negotiated Maximum Available Fee: 10.706%, \$710,184,819
- Negotiated:
 - Target: **7.5%**
 - Incentive: **9.5% (2% above target)**
 - Stretch: **10.706% (3.206% above target, 1.206% above incentive)**

- 80% provisional fee (of the target) will be invoiced monthly
- Fee will be earned on an annual (fiscal year) basis using the fee curve and \$/gallon below
 - The annual fee curve is based on average production during FY25, FY26, FY27, FY30, and FY31 which represent full production years in System Plan Revision 23.
 - The \$/gallon are based on the average costs for FY25, FY26, FY27, FY30, and FY31



\$/Gal Rates on each section of the fee curve:

1. 0-4.606Mgal - **\$12.3546/gallon (6.8% Inflection)**
2. 4.606-6.476Mgal - **\$3.1326/gallon (7.5% Inflection)**
3. 6.476-8.752Mgal - **\$7.3536/gallon (9.5%)**

TO6 Fee is earned each fiscal year and is based on the number of gallons processed out of Tank 49. The number of gallons processed each year will determine the earned fee based on the \$/Gal rates listed above.

Ramp Up Factor

October 1, 2023, up to the start of the Spring 2025 Outage is considered a “ramp-up” period and a factor of 1.4 will be applied to any gallon produced out of Tank 49 during this period. This factor will only be used for fee earning calculations during FY2024 and FY2025 up to the start of the Spring 2025 Outage.

DWPF Melter Replacement Outage

If a DWPF Melter Replacement outage is required during TO6, the fee for replacement of the DWPF Melter will be \$20.99M. This fee will be earned on a % complete basis. Upon completion of the DWPF Melter replacement, SRMC will continue earning fee based on gallons processed fee curve.

Spring 2025 Outage

During Fiscal Year 2025, SRMC is expected to enter into a facility outage, that wasn't planned for TO6, to address the realized risks and differing conditions, specifically related to SWPF Filtration and the MPC Crane Control / Cameras scope. These risks, if not mitigated, could potentially impact completion of the LW Mission in 2037. As a result, the completion of the SWPF Filtration and MPC Crane Controls / Camera upgrades scope will include a fee value of **\$4.25M** which is based on realistic lost salt production opportunity for the Spring 2025 Outage. The fee will be earned at the completion of the both the SWPF Filtration and MPC Crane Controls / Camera upgrade scopes. The Spring 2025 Outage fee value will be reallocated from the existing TO6 fee pool and will not be included in the final True-Up Fee calculation. Upon completion of the Spring 2025 Outage, SRMC will continue earning fee based on gallons produced fee curve.

Stretch Fee

At any point during TO6, if SRMC delivers 62.76Mgal, the yearly fee curve will stop as the fee earning basis for TO6 and will be replaced by a \$10/gallon processed fee curve. This will apply to all gallons beyond 62.76Mgal to a maximum of 70.76Mgal processed out of Tank 49. This equates to 10.706% total earned fee for TO6.

True-Up Fee Calculation

Fee True-Up will be based on the production for the full Task Order 6 Period of Performance.

At the end of the TO6 period of performance, SRMC will have received fee based on the production calculations and DWPF Melter Replacement Outage fee as discussed above. The final total earned fee will be determined by the aggregate gallons processed out of Tank 49 during the TO6 Period of Performance. The final earned fee amount that has been underpaid or overpaid as compared to the total received fee will be applied to earned fee in FY2031.

- True-up is based on the below \$/Gallon rates, which are based on System Plan Revision 23 gallons processed during the TO6 Period of Performance
- The \$/Gal are also based on the full TO6 Total Estimated Costs
 1. 0-33.03Mgal - **\$13.6567/gallon (6.8% Inflection)**
 2. 33.03Mgal-46.44Mgal - **\$3.4627/gallon (7.5% Inflection)**
 3. 46.44Mgal-62.76Mgal - **\$8.1293/gallon (9.5% Inflection)**
 4. >62.76Mgal - **\$10/gallon (Stretch)**

Note: The 1.4 multiplier used for the earned fee in FY2024 is not used in the true-up calculations. The basis for the true-up is gallons processed out of Tank 49 with no multipliers.

Equivalent Salt Gallons

1. Any new or creative way to process salt that does not have to process through SWPF will be credited to salt processing fee curve in year that it is accomplished with DOE-SR's approval.
 - Any tank salt inventory that does not have to go to SWPF will be equated to gallons processed through SWPF.
 - Number of moles of sodium in the waste will be determined (via sample results, calculations, etc.)
 - The calculated moles of sodium will be converted to equivalent gallons of salt solution that will not have to be processed at the System Plan R23 baseline molarity of 7.0 Na(M) in SWPF feed batches.
 - Equivalent gallons determined will be used as the fee earning basis.
2. Mission acceleration due to Na(M) improvements may be compensated in any year of Task Order 6 if documented that mission has truly been accelerated solely due to Na molarity improvement above System Plan R23 baseline of 7.0 Na (M) feed out of Tank 49.
 - A report presented by SRMC and approved by DOE will be developed that quantifies and documents basis of Na(M) mission acceleration.

- The acceleration will be equated to volume throughput improvement and added as equivalent gallons on fee curve in that year.
- (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	Liquid Waste Operations	CPIF	\$6,633,521,567	\$497,514,118	\$212,670,701*	\$7,343,706,386
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 – Liquid Waste Operations:

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.

\$1,025,953,972.29 October 01, 2023 through February 9, 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 1: 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. <ul style="list-style-type: none"> • MPC Crane Controls /Camera • SWPF Filtration (excluding waste characteristics)
9	Major new unknown technical/science issue (e.g., solids formation) that can be mitigated.
10	All SRMC-owned risks in the ROMP.

Table 2: 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. <ul style="list-style-type: none"> • Excludes MPC Crane Controls /Camera • Excludes SWPF Filtration (excluding waste characteristics)
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:

$$\begin{aligned} \$497,514,118 \times .80 &= \$398,011,294 \text{ (NTE Fee)} \\ \$398,011,294 / 97 \text{ months} &= \$4,103,209 \text{ (monthly provisional fee)} \end{aligned}$$

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 may 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 this TO is for the Contractor (SRMC) to fully support all aspects of operating and maintaining all facilities and structures related to the conduct of the LW mission to safely store liquid radioactive waste in underground storage tanks; dissolving, removing, and treating salt waste through SWPF; dispositioning the low activity waste fraction as a saltstone waste form in concrete SDUs; suspending and removing the sludge waste from the underground storage tanks; vitrifying the sludge waste and the high activity component of the salt waste the Defense Waste Processing Facility (DWPF); and storing the vitrified waste in stainless steel canisters until permanent disposition. SRMC shall also support the processing of discards from Nuclear Materials Stabilization to achieve the Accelerated Basin Deinventory (ABD) related mission (inclusive of other fuels) as long as it does not extend the LW mission. The Contractor shall assist in the planning and coordination for the transition of work at SRS with other site contractors and the M&O including any evaluations/studies required to support those efforts. The Contractor shall ensure facilities are operated and maintained in a condition to ensure operability as designed beyond the end of the task order period of performance.

Aligned with sections C.1, C.2.1, C.2.2.4, C.2.2.5, C.2.2.5.1, C.2.2.5.2, C.2.2.5.3, C.2.2.5.4, C.2.2.5.5, C.2.2.5.6, C.4, C.5, C.6, C.7, C.8, C.9, C.10, C.11, C.12, C.13, C.14 of the IMCC, the TO 6 activities projected to achieve mission success include, but are not limited to, the following:

- a) Operate Tank Farms (TF) and Effluent Treatment Facility (ETF) to support Sludge and Salt Processing including:
 - Preparation, sampling, and qualification of salt batches to support the SWPF salt waste processing rate.
 - Preparation, sampling, and qualification of sludge batches to feed to DWPF.
 - Perform bulk waste removal and heel removal operations from high-level waste tanks.
 - Perform Engineering, Maintenance, ESH&QA and other support functions for operating TF and ETF.
 - Procure and install infrastructure needed to optimize Sludge and Salt Processing
- 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 2034. Included in the 300,000 gallons annually are receipts in support of the Nuclear Material (NM) Accelerated Basin Deinventory (ABD) that will not extend the liquid waste mission. .
- b) Operate DWPF, the SPF, and the SDF in a manner that supports the SWPF salt waste processing rate. Perform Engineering, Maintenance, ESH&QA, and other support functions needed to operate DWPF, SPF, and SDF. Procure and install infrastructure needed to optimize Sludge and Salt Processing.
- c) Operate the SWPF in a manner that maximizes waste processing throughput. Perform Engineering, Maintenance, ESH&QA, and other support functions needed to operate

- SWPF. Procure and install infrastructure needed to optimize Sludge and Salt Processing.
- d) Implement the Next Generation Solvent (NGS) into SWPF when needed to support regulatory commitments and/or achieve processing objectives.
 - e) Complete necessary DWPF, Saltstone, SWPF and Tank Farm modifications and optimizations required to achieve maximum processing throughput.
 - f) Complete activities to provide additional storage for failed melters in DWPF as needed.
 - g) Complete Interim Canister Storage Modifications for Glass Waste Storage Building #1 to support canister double stacking.
 - h) Complete Interim Canister Storage Modifications, as needed, for Glass Waste Storage Building #2 to support canister double stacking.
 - i) Complete acquisition of DWPF Melter #5
 - j) Continue activities to determine a path forward for the treatment and disposition of Tank 48H waste.
 - k) Complete East Hill Utilities Upgrades work.
 - l) Continue SRS Composite Analysis, Annual Summary Review activities, and preparation of Performance Assessments as required.
 - m) Continue management and execution of LW Contractor Cyber Security responsibilities.
 - n) Provide an annual review of LW System Plan and submit updates and modeling, if required as approved by DOE. Provide other administrative support for program related reviews upon request.
 - o) Support planning and coordination related to transition activities from other site contractors and M&O upon request. (Excludes development of “official” transition plan and/or cost estimate.)
 - p) Perform any required evaluations and/or studies in support of any programmatic initiatives (e.g., contractor transition activities, support other fuel discards from Nuclear Materials Stabilization (NMS)).

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 2/2/2023, 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.

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)	\$1,409,534,000	%Of Subcontracted Dollars
Small Business	\$704,767,000	50%
Small Disadvantaged Business	\$70,477,000	5%
Women-Owned Small Business	\$281,907,000	20%
HUBZONE	\$42,286,000	3%
Veteran-Owned Small Business	\$42,286,000	3%
Service-Disabled Veteran-Owned Small Business	\$42,286,000	3%

Goals approved 6 October 2023.

Exclusions include purchases from company affiliates, required software systems and support utilized by the business departments and facility controls, bulk chemicals, quad volute pumps, Melter 5 design/fabrication, design engineering services, liquid nitrogen, and slag/fly ash and associated transportation as these are procurements that do not have opportunities for small business participation.

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 6 – Liquid Waste Operations Deliverables

Deliverable Number	Deliverable	DOE		Deliverable Due Date	Task Order Section
		Action	Response Time		
TO6-0001	Removal, processing, and disposition of radioactive salt, salt solutions, sludge	Approval	30 DAYS	10/26/2031	C.1, C.2.1, C.2.2.4, C.2.2.5, C.2.2.5.1, C.2.2.5.2,

Task Order 6 – Liquid Waste Operations Deliverables

Deliverable Number	Deliverable	DOE		Deliverable Due Date	Task Order Section
		Action	Response Time		
	and slurries, from both F- and H-Tank Farms conducive to the achievement of the End State goal of completing the mission within 15 years. Master IDIQ Section J-7 (Deliverables List) are required.				C.2.2.5.3, C.2.2.5.4, C.2.2.5.5, C.2.2.5.6, C.4, C.5, C.6, C.7, C.8, C.9, C.10, C.11, C.12, C.13, and C.14

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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.

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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

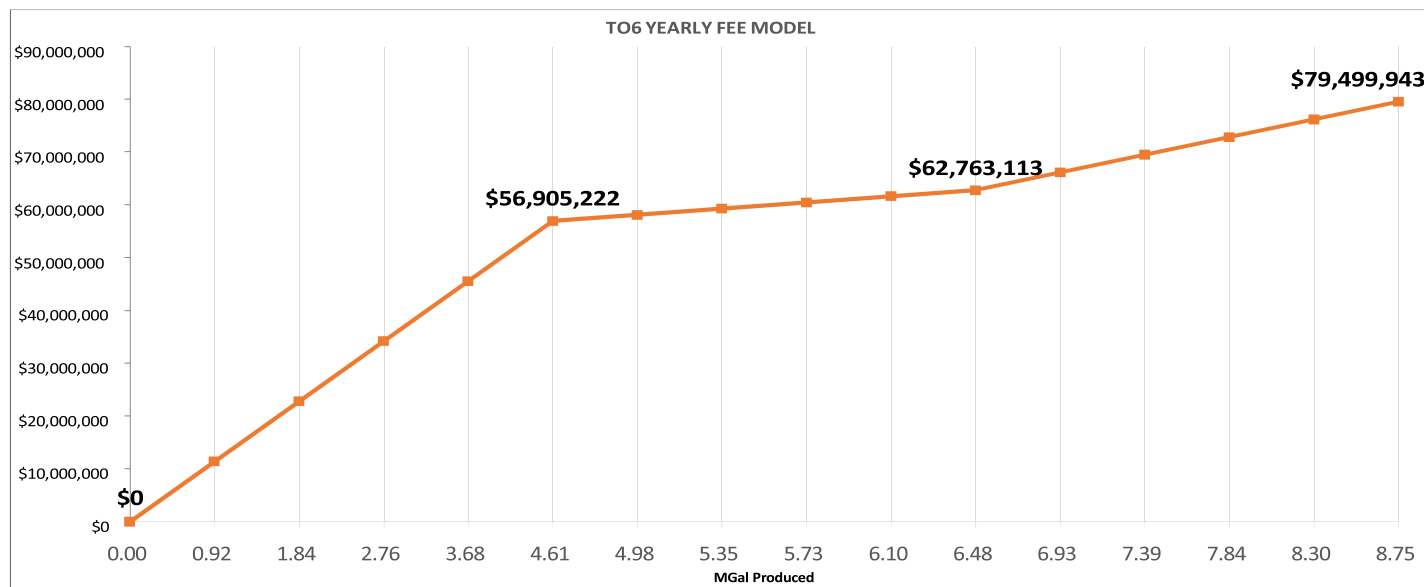
Target Cost:	\$6,633,521,567
Target Fee:	\$497,514,118
Incentive Fee:	\$132,670,431
Stretch Fee:	\$80,000,270
Maximum Fee:	10.706% (\$710,184,819)
Minimum Fee:	\$0

- (2) The target fee for this task order is \$497,514,118 based on a rate of 7.5% applied to the total estimated cost. The target fee will be based on salt processed from Tank 49 through SWPF.

The fee curve for this task order is as follows:

- Total Estimated Cost: \$6,633,521,567
- Negotiated Maximum Available Fee: 10.706%, \$710,184,819
- Negotiated:
 - Target: **7.5%**
 - Incentive: **9.5% (2% above target)**
 - Stretch: **10.706% (3.206% above target, 1.206% above incentive)**

- 80% provisional fee (of the target) will be invoiced monthly
- Fee will be earned on an annual (fiscal year) basis using the fee curve and \$/gallon below
 - The annual fee curve is based on average production during FY25, FY26, FY27, FY30, and FY31 which represent full production years in System Plan Revision 23.
 - The \$/gallon are based on the average costs for FY25, FY26, FY27, FY30, and FY31



\$/Gal Rates on each section of the fee curve:

1. 0-4.606Mgal - **\$12.3546/gallon (6.8% Inflection)**
2. 4.606-6.476Mgal - **\$3.1326/gallon (7.5% Inflection)**
3. 6.476-8.752Mgal - **\$7.3536/gallon (9.5%)**

TO6 Fee is earned each fiscal year and is based on the number of gallons processed out of Tank 49. The number of gallons processed each year will determine the earned fee based on the \$/Gal rates listed above.

FY2024 Ramp Up Factor

From October 1, 2023 up to the start of the Spring Outage is considered a “ramp-up” period and a factor of 1.4 will be applied to any gallon processed out of Tank 49. This factor will only be used for fee earning calculations during FY2024 and for FY2025, up to the start of the Spring 2025 Outage.

DWPF Melter Replacement Outage

If a DWPF Melter Replacement outage is required during TO6, the fee for replacement of the DWPF Melter will be \$20.99M. This fee will be earned on a % complete basis. Upon completion of the DWPF Melter replacement, SRMC will continue earning fee based on gallons processed fee curve.

Stretch Fee

At any point during TO6, if SRMC delivers 62.76Mgal, the yearly fee curve will stop as the fee earning basis for TO6 and will be replaced by a \$10/gallon processed fee curve. This will apply to all gallons beyond 62.76Mgal to a maximum of 70.76Mgal processed out of Tank 49. This equates to 10.706% total earned fee for TO6.

True-Up Fee Calculation

Fee True-Up will be based on the production for the full Task Order 6 Period of Performance.

At the end of the TO6 period of performance, SRMC will have received fee based on the production calculations and DWPF Melter Replacement Outage fee as discussed above. The final total earned fee will be determined by the aggregate gallons processed out of Tank 49 during the TO6 Period of Performance. The final earned fee amount that has been underpaid or overpaid as compared to the total received fee will be applied to earned fee in FY2031.

- True-up is based on the below \$/Gallon rates, which are based on System Plan Revision 23 gallons processed during the TO6 Period of Performance
- The \$/Gal are also based on the full TO6 Total Estimated Costs
 1. 0-33.03Mgal - **\$13.6567/gallon (6.8% Inflection)**
 2. 33.03Mgal-46.44Mgal - **\$3.4627/gallon (7.5% Inflection)**
 3. 46.44Mgal-62.76Mgal - **\$8.1293/gallon (9.5% Inflection)**
 4. >62.76Mgal - **\$10/gallon (Stretch)**

Note: The 1.4 multiplier used for the earned fee in FY2024 is not used in the true-up calculations. The basis for the true-up is gallons processed out of Tank 49 with no multipliers.

Equivalent Salt Gallons

1. Any new or creative way to process salt that does not have to process through SWPF will be credited to salt processing fee curve in year that it is accomplished with DOE-SR's approval.
 - Any tank salt inventory that does not have to go to SWPF will be equated to gallons processed through SWPF.
 - Number of moles of sodium in the waste will be determined (via sample results, calculations, etc.)
 - The calculated moles of sodium will be converted to equivalent gallons of salt solution that will not have to be processed at the System Plan R23 baseline molarity of 7.0 Na(M) in SWPF feed batches.
 - Equivalent gallons determined will be used as the fee earning basis.
2. Mission acceleration due to Na(M) improvements may be compensated in any year of Task Order 6 if documented that mission has truly been accelerated solely due to Na molarity improvement above System Plan R23 baseline of 7.0 Na (M) feed out of Tank 49.
 - A report presented by SRMC and approved by DOE will be developed that quantifies and documents basis of Na(M) mission acceleration.

- The acceleration will be equated to volume throughput improvement and added as equivalent gallons on fee curve in that year.

- (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	Liquid Waste Operations	CPIF	\$6,633,521,567	\$497,514,118	\$212,670,701*	\$7,343,706,386
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 – Liquid Waste Operations:

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.

~~\$849,195,550.78~~~~54,079,732.45~~ October 01, 2023 through November 17, 2024.

B.9 Basis for Changes

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

Table 1: 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 2: 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:

$\$497,514,118 \times .80 = \$398,011,294$ (NTE Fee)

$\$398,011,294 / 97 \text{ months} = \$4,103,209$ (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 may 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 this TO is for the Contractor (SRMC) to fully support all aspects of operating and maintaining all facilities and structures related to the conduct of the LW mission to safely store liquid radioactive waste in underground storage tanks; dissolving, removing, and treating salt waste through SWPF; dispositioning the low activity waste fraction as a saltstone waste form in concrete SDUs; suspending and removing the sludge waste from the underground storage tanks; vitrifying the sludge waste and the high activity component of the salt waste the Defense Waste Processing Facility (DWPF); and storing the vitrified waste in stainless steel canisters until permanent disposition. SRMC shall also support the processing of discards from Nuclear Materials Stabilization to achieve the Accelerated Basin Deinventory (ABD) related mission (inclusive of other fuels) as long as it does not extend the LW mission. The Contractor shall assist in the planning and coordination for the transition of work at SRS with other site contractors and the M&O including any evaluations/studies required to support those efforts. The Contractor shall ensure facilities are operated and maintained in a condition to ensure operability as designed beyond the end of the task order period of performance.

Aligned with sections C.1, C.2.1, C.2.2.4, C.2.2.5, C.2.2.5.1, C.2.2.5.2, C.2.2.5.3, C.2.2.5.4, C.2.2.5.5, C.2.2.5.6, C.4, C.5, C.6, C.7, C.8, C.9, C.10, C.11, C.12, C.13, C.14 of the IMCC, the TO 6 activities projected to achieve mission success include, but are not limited to, the following:

- a) Operate Tank Farms (TF) and Effluent Treatment Facility (ETF) to support Sludge and Salt Processing including:
 - Preparation, sampling, and qualification of salt batches to support the SWPF salt waste processing rate.
 - Preparation, sampling, and qualification of sludge batches to feed to DWPF.
 - Perform bulk waste removal and heel removal operations from high-level waste tanks.
 - Perform Engineering, Maintenance, ESH&QA and other support functions for operating TF and ETF.
 - Procure and install infrastructure needed to optimize Sludge and Salt Processing
- 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 2034. Included in the 300,000 gallons annually are receipts in support of the Nuclear Material (NM) Accelerated Basin Deinventory (ABD) that will not extend the liquid waste mission. .
- b) Operate DWPF, the SPF, and the SDF in a manner that supports the SWPF salt waste processing rate. Perform Engineering, Maintenance, ESH&QA, and other support functions needed to operate DWPF, SPF, and SDF. Procure and install infrastructure needed to optimize Sludge and Salt Processing.
- c) Operate the SWPF in a manner that maximizes waste processing throughput. Perform Engineering, Maintenance, ESH&QA, and other support functions needed to operate

- SWPF. Procure and install infrastructure needed to optimize Sludge and Salt Processing.
- d) Implement the Next Generation Solvent (NGS) into SWPF when needed to support regulatory commitments and/or achieve processing objectives.
 - e) Complete necessary DWPF, Saltstone, SWPF and Tank Farm modifications and optimizations required to achieve maximum processing throughput.
 - f) Complete activities to provide additional storage for failed melters in DWPF as needed.
 - g) Complete Interim Canister Storage Modifications for Glass Waste Storage Building #1 to support canister double stacking.
 - h) Complete Interim Canister Storage Modifications, as needed, for Glass Waste Storage Building #2 to support canister double stacking.
 - i) Complete acquisition of DWPF Melter #5
 - j) Continue activities to determine a path forward for the treatment and disposition of Tank 48H waste.
 - k) Complete East Hill Utilities Upgrades work.
 - l) Continue SRS Composite Analysis, Annual Summary Review activities, and preparation of Performance Assessments as required.
 - m) Continue management and execution of LW Contractor Cyber Security responsibilities.
 - n) Provide an annual review of LW System Plan and submit updates and modeling, if required as approved by DOE. Provide other administrative support for program related reviews upon request.
 - o) Support planning and coordination related to transition activities from other site contractors and M&O upon request. (Excludes development of “official” transition plan and/or cost estimate.)
 - p) Perform any required evaluations and/or studies in support of any programmatic initiatives (e.g., contractor transition activities, support other fuel discards from Nuclear Materials Stabilization (NMS)).

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 2/2/2023, 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.

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)	\$1,409,534,000	%Of Subcontracted Dollars
Small Business	\$704,767,000	50%
Small Disadvantaged Business	\$70,477,000	5%
Women-Owned Small Business	\$281,907,000	20%
HUBZONE	\$42,286,000	3%
Veteran-Owned Small Business	\$42,286,000	3%
Service-Disabled Veteran-Owned Small Business	\$42,286,000	3%

Goals approved 6 October 2023.

Exclusions include purchases from company affiliates, required software systems and support utilized by the business departments and facility controls, bulk chemicals, quad volute pumps, Melter 5 design/fabrication, design engineering services, liquid nitrogen, and slag/fly ash and associated transportation as these are procurements that do not have opportunities for small business participation.

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 6 – Liquid Waste Operations Deliverables

Deliverable Number	Deliverable	DOE		Deliverable Due Date	Task Order Section
		Action	Response Time		
TO6-0001	Removal, processing, and disposition of radioactive salt, salt solutions, sludge	Approval	30 DAYS	10/26/2031	C.1, C.2.1, C.2.2.4, C.2.2.5, C.2.2.5.1,

Task Order 6 – Liquid Waste Operations Deliverables

Deliverable Number	Deliverable	DOE		Deliverable Due Date	Task Order Section
		Action	Response Time		
	and slurries, from both F- and H-Tank Farms conducive to the achievement of the End State goal of completing the mission within 15 years. Master IDIQ Section J-7 (Deliverables List) are required.				C.2.2.5.2, C.2.2.5.3, C.2.2.5.4, C.2.2.5.5, C.2.2.5.6, C.4, C.5, C.6, C.7, C.8, C.9, C.10, C.11, C.12, C.13, and C.14