

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE		PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. <b>718</b>		3. EFFECTIVE DATE <b>See Block 16C</b>		4. REQUISITION/PURCHASE REQ. NO. <b>N/A</b>		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>U.S. Department of Energy Richland Operations Office P. O. Box 550, MSIN A7-80 Richland, WA 99352</b>				7. ADMINISTERED BY (If other than Item 6) <b>Same as item 6.</b>			
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code) <b>CH2M Hill Plateau Remediation Company P.O. Box 1600 Richland, WA 99352-1600</b>						(4) 9A. AMENDMENT OF SOLICITATION NO.	
						9B. DATED (SEE ITEM 11)	
						10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC06-08RL14788</b>	
						10B. DATED (SEE ITEM 13) <b>06/19/2008</b>	
CODE		FACILITY CODE					

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.  
Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**N/A**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(4)	A.	THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B.	THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C.	THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<b>X</b>	D.	OTHER Specify type of modification and authority <b>FAR 43.103(a) Bilateral Agreement</b>

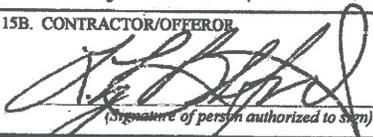
E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible).

The purpose of this modification is to revise the completion date stipulated in Section F, Clause F.1, Period of Performance, to continue performance of contract work scope in fiscal year 2020.

Revisions to specific contract terms and conditions are detailed beginning on page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>L. Ty Blackford, CHPRC President and CEO</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Jenise C. Connerly</b>	
15B. CONTRACTOR/OFFEROR  <small>(Signature of person authorized to sign)</small>	15C. DATE SIGNED <b>9/25/19</b>	16B. UNITED STATES OF AMERICA BY  <small>(Signature of Contracting Officer)</small>	16C. DATE SIGNED <b>9-27-2019</b>

- A. Clause F.1 is revised as indicated by redline/strikeout. A conformed Section F will be provided with this modification.

### F.1 PERIOD OF PERFORMANCE

- (a) After Contract award, the Contracting Officer will issue a Contract Notice to Proceed (which may be concurrent with or follow Contract award). The Contractor shall not be entitled to allowable costs prior to the date of the Notice. Work shall begin with the *Transition Period* beginning on August 1, 2008, and upon completion on September 30, 2008, immediately start the *Base Period* of the Contract.
- (b) Performance of this Contract includes, unless sooner reduced, terminated or extended in accordance with the provisions of this Contract:
- (1) *Transition Period* – A 60-day period for transition of work from the existing Project Hanford Management Contract (PHMC) performed by Fluor Hanford, Inc.; the Tank Farm Contractor (TFC) performed by CH2M HILL Hanford Group, Inc.; and other DOE contractors, to the PRC. If necessary, the Contracting Officer may direct a change in the PRC Transition Period or may direct support to the transition of the MSC and TOC;
  - (2) *Base Period* – Five (5) year performance period, October 1, 2008, through September 30, 2013;
  - (3) *Option Period* (if exercised) -- One option period for a period of five (5) years, October 1, 2013, through September 30, 2018; and
  - (4) *Extension Period (FY19)*– One period of 12 months, October 1, 2018, through September 30, 2019.
  - (5) *Extension Period (FY20)* – One period of up to 12 months, October 1, 2019, through September 30, 2020. This extension is to enable continued services during the Government's process of awarding and transitioning to a follow-on contract. Therefore, performance by the Contractor may not be required for the full term of this period. Accordingly, the government may direct an earlier cessation of performance, provided that the Contracting Officer issue a written notice advising the Contractor of the revised contract performance period end date. Such notice shall be issued at least 60 days in advance of the revised contract performance period end date. Notice of early cessation of performance shall in no way entitle the Contractor to additional consideration outside of the existing contract terms and conditions and shall not be considered to constitute a termination for convenience.
- (c) The maximum period of performance for the Contract (excluding the Transition Period), if extended beyond the *Base Period* of the Contract, shall not exceed ~~eleven~~twelve (~~11~~12) years.

- (d) The period of performance for the Recovery Act work specified in Section B shall be for the period of performance beginning on the effective date of modification A037, as specified on the Standard Form 30, block 3, through September 30, 2012.

(end of Clause F.1)

- B. The parties anticipate revisions to Part I – The Schedule, and Part II – Contract Clauses, related to the *Extension Period*. Specific changes will be included in the final negotiated Contract Modification.
- C. If bilateral agreement is not reached prior to November 30, 2019, the definitization schedule for the revision to estimated cost and fee for *Extension Period (FY20)* is as follows:

<b>Action</b>	<b>Date*</b>
Contractor Submittal of Technical, Cost, and Fee Proposal Due	45 Days
Commence Negotiations	100 Days
Mutual Agreement on Definitization of Change	110 Days
Execute Contract Modification	120 Days

\*Date is specified as the number of calendar days after contractor receipt of this modification.

- D. In advance of the negotiation of estimated cost and fee for the Extension Period, the estimated cost of the contract is increased by \$500,000,000 for Fiscal Year 2020, consistent with Clause I.81, FAR 52.232-22, Limitation of Funds, paragraph (g).
- E. This modification provides a Notice to Proceed and Not to Exceed authority of \$100,000,000, pending definitization of this change.

All other terms and conditions remain unchanged by this action.

End of Modification 718.

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

**Richland Operations Office**  
**Sole Source Extension of the Plateau Remediation Contract**  
**DE-AC06-08RL14788**

Pursuant to the requirements of the Competition in Contracting Act as implemented by Federal Acquisition Regulation (FAR) 6.3 and in accordance with FAR 6.303-1, *Requirements*, the use of the statutory authority under 41 United States Code (U.S.C.) §3304(a)(1) is justified by the following facts and rationale required under FAR 6.303-2, Content, as follows:

1. **Agency and Contracting Activity:** U.S. Department of Energy (DOE), Office of Environmental Management (EM), Richland Operations Office (RL).
2. **Nature of the Action Being Approved:** This document provides the justification and approval of the use of one of the exceptions to full and open competition allowed under the Competition in Contracting Act of 1984 (CICA) and Federal Acquisition Regulation (FAR) Subpart 6.3 – Other Than Full and Open Competition. As authorized by 41 U.S.C. §3304(a)(1) and supplemented in FAR 6.302-1, *Only One Responsible Source and No Other Supplies or Services Will Satisfy Agency Requirements*, the DOE-RL, proposes to extend the period of performance on existing Plateau Remediation Contract (PRC) on a sole source basis for a period of up to twelve (12) months.

This is a sole source action to continue select portions of the PRC, as identified in Section 3, Description of Services, below, through the incumbent contractor, CH2M HILL Plateau Remediation Company (CHPRC). The current contract expires on September 30, 2019. The original contract included a five-year base period and one five-year option period. DOE complied with the CICA requirements in FAR, Part 6 for both the original contract award and exercise of the option in September 2013. (The base period ended on September 30, 2013, and the option was exercised through September 30, 2018, by Modification 293 dated September 26, 2013.)

The PRC was extended non-competitively for Fiscal Year 2019 (October 2, 2018, through September 30, 2019) on September 26, 2018. Pursuant to the Hanford Revised Master Acquisition Plan, a new contract will be awarded for the follow-on scope of work. An additional extension of the CHPRC contract is needed to avoid stoppage of critical work while a follow-on contract is solicited and awarded so that services provided under this contract can continue without disruption or harm to the government, the Hanford site, or the public. A 60-day Notice Off Ramp clause is included to provide more flexibility for the government to accommodate a transition to a new Contractor.

## JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

3. **Description of Services:** DOE-RL needs uninterrupted cleanup activities, waste management, and spent nuclear fuels management, beginning on October 1, 2019, for a period of up to one year until a new contract is in place.

Work scope (based on funding availability) during the proposed extension period includes the following tasks by Project Baseline Summary (PBS):

### PBS-RL-11 Plutonium Finishing Plant Project

- Complete the requirements of Tri Party Agreement (TPA) Milestone M-083-00A, Complete PFP Demolition to Slab on Grade.
- Complete the requirements of the PFP Removal Action Work Plan to transition the PFP site to a surveillance and maintenance mode.
- Sample and characterize the 236-Z and 242-Z slabs.
- Initiate project closeout activities.

### PBS-RL-12 Sludge Project

- Complete Sludge operations and shipments to T-Plant.
- Complete project closeout activities.

### PBS-RL-13 Solid and Liquid Waste Treatment and Disposal

- Continue Surveillance and Maintenance (S&M) of assigned facilities burial grounds, and disposal trenches.
- Complete planned facility demolitions/modifications/refurbishments.
- Continue all currently assigned waste management and support functions.
- Continue operations of assigned facilities, burial grounds, disposal facilities and trenches.
- Commence CD-0 for Large/Remote Handling package capabilities as defined in M-091-52/53 milestones.
- Continue the Management of the Cesium and Strontium Capsules project:
  - Complete all design and all required support documents.
  - Complete CD-2/3.
  - Receive and release for construction all required equipment.
  - Commence construction of WESF and Capsule Storage Area and Cask Storage System including transfer system required for capsule removal and dry storage.
- Complete RCRA Part B of permitting documentation preparation.
- Complete the Phase 1 closure plans for the agreed-to facilities.
- Continue to complete all assigned TPA milestones.
- Commence preparation of Transuranic Waste retrieval design documents and environmental support documents.

## JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

- Complete the Performance Assessment/Low Level Waste Disposal Facility Review Group review for IDF.
- Update permits and Waste Acceptance Criteria, implement design changes and updates to receive newly planned waste compositions – to match the Waste Treatment Plant schedule.
- Initiate/continue placement of Outside Storage Area A/B into indoor storage.

### PBS-RL-30 Soil & Groundwater Project

- Continue site-wide integration and groundwater monitoring.
- Continue full operations of the Pump & Treat (P&T) systems including well drilling/re-alignments for optimization.
- Continue to support completion of all assigned TPA milestones.
- Continue efforts to obtain the 200-BP-5/PO-1 Record of Decision (ROD) (200 East Area).
- Continue River Corridor (RC) decision documents to obtain final Records of Decision (RODs) (M-015-00).
- River Corridor Remedy Implementation (300 Area Uranium Sequestration Stage B, NR-2 Barrier and RC P&T expansion activities).
- Continue Deep Vadose Zone decision documentation (M-015-110B).
- Central Plateau Remedy Implementation for UP-1 (Chromium and Iodine) and BP-5 (Removal Action).
- Complete 200-EA-1 Remedial Investigation/Feasibility Study Work Plan Rev 0.
- WA-1 Characterization and decision documentation (M-015-98/99/84/91B).
- Remainder of the Central Plateau characterization and decision documentation (M-085-70/80/90 and M-015-112/92B/93B/92C/38B/00).

### PBS-RL-40 Central Plateau D4 and Soil Remediation

- Continue S&M of assigned facilities, burial grounds, and disposal trenches.
- Complete planned facility demolitions/modifications/refurbishments.
- Continue to support completion of all assigned TPA milestones.
- Continue support to complete all needed regulatory documents required to support planned facility demolitions/modifications/refurbishments.
- Perform slab removal of 236Z and 242Z.
- Continue to perform all assigned waste sites remediation and regulatory closures.
- Submit Critical Decision-0 package meeting the requirements of DOE O 413.3B, Program and Project Management of the acquisition of Capital Assets (or current version) for DOE approval.

## JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

### PBS-RL-41 River Corridor Project

- Continue S&M of assigned facilities, burial grounds, and disposal trenches.
- Continue planned facility deactivation/demolitions/modifications/refurbishments.
- Continue planned waste site remediation and closure.
- Complete planning support to obtain updated schedule for CD-2/3 for RL-0041.C3 324 Building, D3 (includes completing remediation of the remaining portion of the 300-296 waste site).
- Complete CD-4 and project closeout for RL-0041.C1.

### PBS-RL-42 Fast Flux Test Facility (FFTF)

- Maintain FFTF complex in a safe and compliant manner.
  - Treat and dispose sodium waste.
4. **Identification of statutory authority permitting other than full and open competition:** The statutory authority permitting other than full and open competition is 41 U.S.C. 3304(a)(1), as implemented in FAR 6.302-1, "only one responsible source and no other supplies or services will satisfy agency requirements."
  5. **Demonstration that the nature of the acquisition requires use of the authority cited:** DOE has ongoing cleanup activities, waste management, and spent nuclear fuels management in the Central Plateau Site that is supported by a trained workforce of approximately 1,670 contractor employees. CHPRC is the incumbent contractor, and is the only provider that currently has the necessary resources onsite to continue these services without disruption to the mission. CHPRC has an adequate project management and controls system in place to manage the work.
  6. **Description of efforts made to ensure that offers are solicited from as many potential sources as is practicable:** A synopsis was posted on FEDBIZOPS on August 13, 2019, that identified DOE-RL's intent to extend the CHPRC contract for up to 12 months. This synopsis also requested that interested parties believing they have all the capabilities to perform the identified services may submit capability statements to DOE-RL. No capability statements were received by DOE-RL.
  7. **Determination by the contracting officer that the anticipated cost to the Government will be fair and reasonable:** The anticipated cost of the extension up to 12 months is \$600 million, based on available funding. The U.S. Army Corp of Engineers has developed an independent government cost estimate for the work, and the Government's knowledge of costs in the current contract over the previous

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eleven years provides substantial information to negotiate and verify a fair and reasonable price.

8. **Description of the market research:** As part of market research, a synopsis was posted on FEDBIZOPS on August 13, 2019. Market research was also conducted by performing an internet search to determine if any other DOE contractors could transition seamlessly to the performance of the CHPRC tasks already underway. While there are contractors with various degrees of nuclear capabilities, none had the current abilities to smoothly transition without being a detriment to meet requirements of the Hanford Federal Facility Agreement and Consent Order (Tri-Party Agreement).

Discussions were held with various subject matter experts to ascertain if other companies would have the ability to assume responsibility for the CHPRC contract as an ongoing project. The subject matter experts believe that a new contractor for the limited duration would not have the knowledge or capability to take on a project of this magnitude and momentum without impacts to costs and schedule.

9. **Any other facts supporting the use of other than full and open competition:** If DOE-RL was required to suspend all CHPRC contract work activities until an interim contractor could be put in place, it would severely impact DOE's ability to meet requirements of the Tri-Party Agreement. The Hanford Federal Facility Agreement and Consent Order, or Tri-Party Agreement, is an agreement for achieving compliance with the Comprehensive Environmental Response Compensation and Liability Act (CERCLA) remedial action provisions and with the Resource Conservation and Recovery Act (RCRA) treatment, storage, and disposal unit regulations and corrective action provisions. More specifically, the Tri-Party Agreement 1) defines and ranks CERCLA and RCRA cleanup commitments, 2) establishes responsibilities, 3) provides a basis for budgeting, and 4) reflects a concerted goal of achieving full regulatory compliance and remediation, with enforceable milestones in an aggressive manner. The Tri-Party Agreement is a legally binding agreement. As a result, DOE could face the possibility of litigation from the state of Washington for late or missed Tri-Party Agreement milestones. Major contract activities that could be impacted include: completion of demolition activities at the Plutonium Finishing Plant, transfer of sludge from the 100-K Area to the Central Plateau, completion of CERCLA decision documentation.
10. **A listing of the sources, if any that expressed, in writing, an interest in the acquisition:** No entity expressed interest in the acquisition.
11. **A statement of the actions, if any, the agency may take to remove or overcome any barriers to competition before any subsequent acquisition for the supplies or services:** A follow-on procurement is being competed. DOE's Office of Environmental Management (EM), RL, and ORP developed a Master Acquisition Plan, which was approved in January 2017, and a Master Acquisition Plan

## JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

Supplement, which was approved in December 2017. The Master Acquisition Plan and its Supplement identify the contracting strategy for the successor contracts to the Mission Support Contract, the CHPRC, and the Occupational Health Services Contract (managed by RL); and the Tank Operations Contract and the 222-S Analytical Services Contract (managed by ORP). To develop the Master Acquisition Plan and its Supplement, EM, RL, and ORP invested significant time at the front-end in the acquisition planning phase to evaluate: 1) DOE and EM acquisition and contract management lessons-learned; 2) existing Hanford contract structure and performance; 3) major policy, programmatic, regulatory, and acquisition considerations in managing risks; and 4) capabilities to successfully conduct the acquisition and contract transitions within current resources.

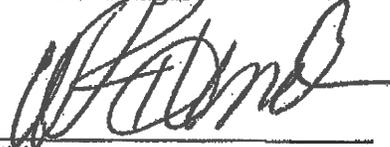
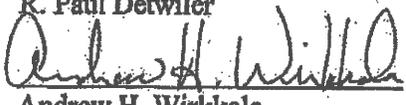
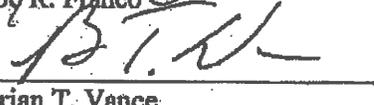
To implement the acquisition strategy identified in the Master Acquisition Plan and its Supplement, EM has determined that the most efficient method to meet Government requirements in the short-term is to extend the CHPRC contract. The up-to-12 month extension period will allow the Source Evaluation Board and the Source Selection Authority to complete the source evaluation and selection process for contract award. DOE will not solicit for potential sources for the extension period; it is not possible to competitively place and transition to a new contractor for plateau remediation and management prior to the contract expiration. The continuity of critical plateau remediation operations and management would be significantly impacted if an extension were not granted. Accordingly, DOE proposes to negotiate a modification with CHPRC to extend the existing contract by as much as 12 months.

DOE has solicited as many sources as practicable under the new follow-on acquisition providing opportunities for small, medium, and large businesses. The prime contract will be acquired using full and open competition; small business contracts and subcontracts will be acquired through small business set-asides, meaningful small business subcontracting opportunities within the prime contracts, and defined future small business opportunities.

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

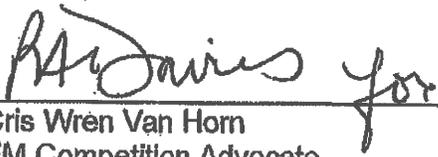
**Certification**

I certify that the justification is accurate and complete to the best of my knowledge and belief.

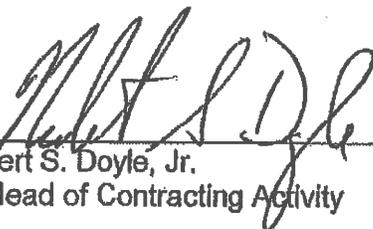
Contracting Officer:	 Denise C. Connerly	<u>8-29-2019</u> Date
Contracting Officer:	 Linda K. Jarnagin	<u>8-29-19</u> Date
REVIEWS:		
Senior Program Official:	 William F. Hamel Assistant Manager for the River Corridor and Plateau	<u>8/29/19</u> Date
Legal Counsel:	 R. Paul Detwiler	<u>8/29/19</u> Date
Procurement Director:	 Andrew H. Wirkkala	<u>8/29/19</u> Date
Deputy Manager:	 Joe R. Franco	
Manager:	 Brian T. Vance	<u>8/29/19</u> Date

SOURCE SELECTION INFORMATION - SEE FAR 2.101 AND 3.104  
PROCUREMENT SENSITIVE

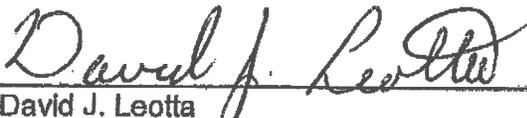
EM HQ APPROVALS

  
\_\_\_\_\_  
Cris Wren Van Horn  
EM Competition Advocate

9/12/19  
Date

  
\_\_\_\_\_  
Norbert S. Doyle, Jr.  
EM Head of Contracting Activity

9/12/19  
Date

  
\_\_\_\_\_  
David J. Leotta  
DOE Competition Advocate

9/16/19  
Date

APPROVAL

  
\_\_\_\_\_  
John R. Bashista  
DOE Senior Procurement Executive

9/18/19  
Date