

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 0543	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (if applicable)
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 893040	7. ADMINISTERED BY (if other than Item 6) Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 MS: H6-60 Richland WA 99352	CODE 00603
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) WASHINGTON RIVER PROTECTION SOLUTIONS LLC Attn: Keven Mabe Washington River Protection Solutions LLC 2425 Stevens Center Pl Richland WA 99354-1874		9A. AMENDMENT OF SOLICITATION NO. <input checked="" type="checkbox"/> (x)	
CODE 806500521 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-08RV14800	
		10B. DATED (SEE ITEM 13) 05/29/2008	

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 _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE 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 letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (if required)

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

CHECK ONE	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 data, 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
	D. OTHER (Specify type of modification and authority)
X	Mutual Agreement of the Parties

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.)

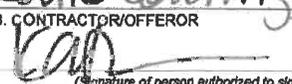
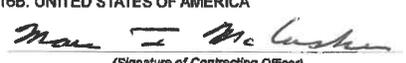
The purpose of this modification is to extend the period of performance for up to one year, provide a Not-to-Exceed of \$75M, and add a new H clause to the contract for early cessation of performance. The contract extension is expected to be negotiated and definitized by November 30, 2019.

In accordance with Clause I-103A, FAR 52.243-6, Change Order Accounting (APRIL 1984), WRPS shall continue to use a separate charge account to segregate costs associated with this change order until the change is definitized.

See continuation pages for further details.

Continued ...

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

15A. NAME AND TITLE OF SIGNER (Type or print) Katie Downing, Contracts Mgr.	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Marc T. McCusker
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 9/26/19
16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 9/27/19

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC27-08RV14800/0543

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NAME OF OFFEROR OR CONTRACTOR
WASHINGTON RIVER PROTECTION SOLUTIONS LLC

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: OR for ORP U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 4307 Oak Ridge TN 37831 Period of Performance: 06/20/2008 to 09/30/2020				

Purpose of Modification:

The purpose of this supplemental agreement is to make the following changes:

1. Extend the period of performance for one year. The contract period of performance end date is hereby changed from September 30, 2019 to September 30, 2020. At the Government option, it is understood by the parties that the extension period of performance can be reduced upon a written 60-day notice from the Government.
2. Update Contract Section B.3(a), *Obligation and Availability of Funds*, to revise the end date from September 30, 2019 to September 30, 2020 as a result of this modification.

FROM:

- (a) Obligation of Funds. Pursuant to the Section I Clause entitled, FAR 52.232-22 Limitation of Funds, total funds in the amount of \$6,652,762,086.57 have been allotted for obligation and are available for payment of services provided from the effective date of the Notice to Proceed through September 30, 2019.

Of the total identified above, \$323,855,000.00 in Recovery Act funds have been allotted for obligation and are available for payment of services provided from the effective date of this modification through September 30, 2011. (Subject to Section I clause 52.216-24 Limitation of Government Liability) and \$6,328,907,086.57 in non-Recovery Act funds are available for payment of services through September 30, 2019.

TO:

- (a) Obligation of Funds. Pursuant to the Section I Clause entitled, FAR 52.232-22 Limitation of Funds, total funds in the amount of \$6,652,762,086.57 have been allotted for obligation and are available for payment of services provided from the effective date of the Notice to Proceed through September 30, 2020.

Of the total identified above, \$323,855,000.00 in Recovery Act funds have been allotted for obligation and are available for payment of services provided from the effective date of this modification through September 30, 2011. (Subject to Section I clause 52.216-24 Limitation of Government Liability) and \$6,328,907,086.57 in non-Recovery Act funds are available for payment of services through September 30, 2020.

3. Update Contract Section C.1.3, *Scope Summary*, to revise the amount of Contract Line Item Numbers from seven to eight as follows:

FROM:

“The TOC¹ workscope is divided into seven (7) Contract Line Item Numbers (CLINs)...”

TO

“The TOC¹ workscope is divided into eight (8) Contract Line Item Numbers (CLINs)...”

4. Update Contract Section C.2.1.3, *Sub-CLIN 1.3: Analytical Laboratory Support*, to revise the through date in the background from “FY2019” to “FY2020.” The change is as follows:

FROM:

“The 222-S Laboratory Complex in the 200 West Area of the Hanford Site is the primary Hanford Site laboratory for analysis of highly radioactive samples. The Laboratory Analysis & Testing Services (LA&TS), under contract to DOE-ORP through FY2019, performs analytical services; however, the TOC shall operate and maintain the laboratory facility.”

TO:

“The 222-S Laboratory Complex in the 200 West Area of the Hanford Site is the primary Hanford Site laboratory for analysis of highly radioactive samples. The Laboratory Analysis & Testing Services (LA&TS), under contract to DOE-ORP through FY2020, performs analytical services; however, the TOC shall operate and maintain the laboratory facility.”

5. Update Contract Section H, Special Contract Requirements, to add the following clause:

**H.60 EARLY CESSATION OF PERFORMANCE DURING PROCUREMENT AND
TRANSITION TO A FOLLOW-ON CONTRACT**

For the contract extension to enable continued services during the Government’s procurement and transition to a follow-on contract, performance by the incumbent contractor may not be required for the full term of the extension. 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, and at that date the contractor shall then begin a 60 day transition period (as opposed to a 90 day period) to the successor contractor in accordance with Contract Clause I. 97, Continuity of Services. All active subcontracts shall be assigned to the successor contractor during the transition period and shall allow for continued performance or termination at the successor contractor’s discretion.

6. All other Terms and Conditions remain unchanged.

ATTACHMENT 1

ADDITIONAL WORK SCOPE TO FY2020 WORK PLAN

Total: 2 pages including this cover page

Additional Work Scope to Fiscal Year 2020 Work Plan

#	Scope	Description
1	Wiped Film Evaporator	Subcontract with Columbia Energy and Environmental Services for 12 months of storage rental and maintenance of the Wiped Film Evaporator and Agitated Thin-Film Evaporator. Subcontract for the dismantling and excess of equipment.
2	Damaged TOC Utility Poles Remove/Replace	Remove and replace 10 damaged wooden light poles located in multiple farms.
3	NUCON Phase 3	Adding NUCON Thermal Oxidation System (TOS) redesign to FY2020 scope. The vendor will develop the final TOS design required to conduct the on-site demonstration on the BY-108 tank. The vendor will support written design reviews at 60%, 90% and 100% design completion and is responsible for a fully integrated and stamped design. Preparation and submittal of RD&D RCRA Permit Application to Washington State Department of Ecology, along with the IQRPE review will also be required.
4	M-045-093 - SST Liquids Report	Prepare a report that includes a description and analysis of each alternative method and technology for removing drainable liquids from the SSTs as well as the proposed selection and sequence of the preferred liquid removal method and technology for each SST identified in the report.
5	M-045-099 - Preliminary Performance Assessment/Closure Analysis Submittal	Development of a preliminary RCRA Closure Analysis for tank residuals to support meeting TPA M-045-99 by September 30, 2020.
6	M-042-10 - Ancillary Equipment Inspections for DST Components	Perform pneumatic integrity assessments on the encasements of RCRA compliant transfer lines and pits. This work scope includes 2 pits and 4 lines to support meeting TPA M-042-T01 by 12/31/2022.
7	Smart Site Usage	Hosting and infrastructure services for FY2020, expansion within vapors program from current for FY2019 program, and additional sensors/use cases.
8	AX-102 Third Retrieval Technology	Complete retrieval of AX-102 to the limits of a third retrieval technology using chemical dissolution.

ATTACHMENT 2
Replacement Pages

Total: 8 pages including this cover page

- Section B, *Supplies or Services and Prices/Costs*, pages B-3 and B-4
- Section C.1.3, *Scope Summary*, page C-4
- Section C.2.1.3, *Sub-CLIN 1.3: Analytical Laboratory Support*, page C-16
- Section H, *Special Contract Requirements*, pages H-iii, H-82, H-83.

- b. Sub-CLIN 4.2: Extended Demonstration Bulk Vitrification System Operations;
 - c. Sub-CLIN 4.3: Supplemental Treatment Design
 - d. Sub-CLIN 4.4: Supplemental Treatment Construction and Operations
 - e. Sub-CLIN 4.5: Transuranic Tank Waste Treatment and Packaging.
- (5) *CLIN 5 – Early Feed and Operation of the WTP Low Activity Waste (LAW) Facility:*
- a. Sub-CLIN 5.1: Tank Selection, Retrieval, Pretreatment and Feed Delivery Design;
 - b. Sub-CLIN 5.2: Retrieval, Pretreatment and Feed Delivery Construction and Operations;
 - c. Sub-CLIN 5.3: (moved to Sub-CLIN 3.4)
 - d. Sub-CLIN 5.4: LAW/BOF/LAB Operations.
- (6) *CLIN 6 – Pension and Welfare Plans:*
- a. Sub-CLIN 6.1: Hanford Employee Retirement and Benefit Plan Management; and
 - b. Sub-CLIN 6.2: Legacy Pension and Benefit Plan Management.
- (7) *CLIN 7 – American Recovery and Reinvestment Act (ARRA) Workslope:*
- a. Sub-CLIN 7.1: ARRA workslope under Sub-CLIN 1.2 – Safe, Compliant Operations;
 - b. Sub-CLIN 7.2: ARRA workslope under Sub-CLIN 1.3 – Analytical Laboratory Support;
 - c. Sub-CLIN 7.3: ARRA workslope under Sub-CLIN 3.1 – Treatment Planning, Waste Feed Delivery, and WTP Transition; and
 - d. Sub-CLIN 7.4: ARRA workslope under Sub-CLIN 3.3 – Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction
 - e. Sub-CLIN 7.5: ARRA workslope under Sub-CLIN 3.4 - Upgrade and Operate the Effluent Treatment Facility (ETF).
 - f. Sub-CLIN 7.6: ARRA workslope under Sub-CLIN 2.1 Single Shell Tank (SST) Retrieval and Closure
- (8) *CLIN 8 – Contract Closeout*
- m. Sub-CLIN 8.1: Contract Closeout Workslope

B.3 OBLIGATION AND AVAILABILITY OF FUNDS

- (a) Obligation of Funds. Pursuant to the Section I Clause entitled, FAR 52.232-22 Limitation of Funds, total funds in the amount of \$ \$6,652,762,086.57 have been allotted for obligation and are available for payment of services provided from the effective date of the Notice to Proceed through September 30, 2020.

Of the total identified above, \$323,855,000.00 in Recovery Act funds have been allotted for obligation and are available for payment of services provided from the effective date of this modification through September 30, 2011. (Subject to Section I clause 52.216-24 Limitation of Government Liability) and \$6,328,907,086.57 in non-Recovery Act funds are available for payment of services through September 30, 2020.

- (b) Availability of Funds. Except as may be specifically provided in the Section I Clause entitled, *DEAR 952.250-70, Nuclear Hazards Indemnity Agreement*, the duties and obligations of DOE hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the U.S. Congress that DOE may legally spend for such purposes.
- (c) No fee shall be paid to the contractor for the Recovery Act work, including provisional, prior to the negotiation of any equitable adjustment in the fee and the subsequent modification of the contract to reflect the mutual agreement between the contractor and the Contracting Officer.

B.4 CONTRACT COST AND CONTRACT FEE

This Section establishes the *Total Contract Cost* and *Contract Fee*. Within Table B.4-1:

- (a) *Contract Period* is defined as the *Transition Period, Base Period, and Option Period(s)* (if exercised) described in the Section F Clause entitled, *Period of Performance*.
- (b) *Contract Cost* is defined as all costs initially proposed by the Contractor.
- (c) *Available Fee* is defined as the maximum amount of fee that may be earned under the Contract by Contract period.
- (d) *Contract Price* in Table B.4-1 is the sum of *Contract Cost* and *Available Fee*, in each year of Contract performance.
- (e) *Total Contract Cost* is defined as the cumulative *Contract Cost* for all Contract periods.
- (f) *Total Available Fee* is defined as the cumulative *Available Fee* for all Contract periods.
- (g) *Total Contract Price* is defined as the sum of *Total Contract Cost* and *Total Available Fee*.
- (h) *Contract Line Item Number (CLIN)* references a specific category of work as defined in the Section C, *Statement of Work*. Proposed costs shall be appropriately categorized into the individual CLINs in Table B.4-1.
- (i) *Contract Cost, Contract Price, and Available Fee* by Fiscal Year and by Sub-CLIN will be adjusted by the Contracting Officer whenever changes affecting the table are made under the Section I Clause entitled, *Changes – Cost Reimbursement*.

C.1.3 Scope Summary

The TOC¹ workscope is divided into eight (8) Contract Line Item Numbers (CLINs) as follows:

CLIN 1 – Base Operations

- Transition. Transition all ongoing Tank Farm workscope.
- Safe, Compliant Operations. Maintain and operate the Tank Farms, 242-A Evaporator, and supporting Tank Farm infrastructure. Perform all required project support functions (project management, integrated safety management, security and emergency services, interactions, interface management).
- Analytical Laboratory Support. Operate and maintain the 222-S Laboratory Complex to support analysis activities performed under a separate DOE-ORP contract.

CLIN 2 – Single-Shell Tank (SST) Retrieval and Closure

- Single-Shell Tank Retrieval. Design, procure, permit, construct/fabricate, and operate SST retrieval systems that remove waste from the SSTs and transfer it to the Double Shell Tanks (DSTs) or treatment systems.
- Single-Shell Tank Farm (Waste Management Area) Closure. Perform waste management area closure activities in accordance with Site-wide integrated closure strategies.

CLIN 3 – Waste Treatment and Immobilization Plant (WTP) Support

- Treatment Planning, Waste Feed Delivery, and WTP Transition. Provide integrated system planning for the DOE-ORP mission and perform project planning, system upgrades/replacements, and operations to accomplish waste feed delivery to treatment facilities. Plan for the turnover of completed WTP facilities.
- WTP Operational Readiness. In collaboration with the WTP contractor, implement an integrated management strategy for the “One System” approach to ensure operational readiness of waste feed delivery and WTP operations under the existing TOC and WTP contracts to meet the Consent Decree. The “One System” is intended to address waste feed delivery, feed stream characterization, and acceptance of WTP products as an integrated system leading to efficient, consistent waster feed, waste processing, and product delivery during operations.
- Immobilized High-Level Waste (IHLW) Storage and Shipping Facility Construction. Modify the Canister Storage Building and/or design, construct, commission, and operate a separate interim storage facility for IHLW canisters from WTP and a shipping facility to prepare IHLW and spent nuclear fuel (SNF) canisters for shipment to a permanent repository.
- Upgrade and Operate the Effluent Treatment Facility (ETF). Assume responsibility for the ETF, complete upgrade design and permitting, perform upgrades, and operate ETF.

¹ Hereafter, TOC may represent the Contract or the Contractor, as applicable.

In cooperation with other Hanford Site contractors, the Contractor shall establish interface management processes to assure effective control of technical, administrative, and regulatory interfaces as further described in Section C.3.5, *Interface Management*. Development and compliance with interface control documents (ICDs) between the Contractor and the WTP contractor are described separately in Section C.2.3.1.

C.2.1.3 Sub-CLIN 1.3: Analytical Laboratory Support

Background:

The 222-S Laboratory Complex in the 200 West Area of the Hanford Site is the primary Hanford Site laboratory for analysis of highly radioactive samples. The Laboratory Analysis & Testing Services (LA&TS), under contract to DOE-ORP through FY2020, performs analytical services; however, the TOC shall operate and maintain the laboratory facility. The laboratory is a Hazard Category 3 nuclear facility and contains hot cells and equipment to perform analysis of solid, liquid and gaseous samples. The (LA&TS) maintains its own ISMS, Quality Assurance Plan, and Assurance System Description, but relies on the TOC for nuclear safety, radiation protection, and any other facility-related support. The (LA&TS) is required to annually perform approximately 25,000 inorganic, organic, and radionuclide analyses. The (LA&TS) will perform these analyses on approximately 3,000 intermediate to high level radioactive and/or hazardous waste samples received from multiple locations and contractors on the Hanford Site.

General Scope:

The Contractor shall operate and maintain the 222-S Laboratory Complex to support analysis activities performed by the (LA&TS).

Detailed Scope and Requirements:

Integrated Planning

The Contractor shall coordinate with the (LA&TS) to develop integrated Hanford Site-wide analysis plans, data quality objectives, and provide process and analytical technology support.

The Contractor shall document the interfaces in a mutually-approved *Administrative Interface Agreement with the Analytical Services Production Contractor* (Deliverable C.2.1.3-1) and submit to DOE-ORP for information.

The Contractor shall interface with the (LA&TS) to develop sample analysis rates and waste generation estimates to allow the Contractor and other Site contractors to plan sample analysis expenditures.

Instrumentation & Equipment

The Contractor shall provide analytical instrumentation and support equipment to ensure capability, capacity, storage, and reliability are available to support Hanford Site cleanup schedules.

Radiological Safety

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- (ii) The amount reserved for each claim.
- (iii) The direct expenses related to each claim.
- (iv) A summary for the year showing total number of claims.
- (v) A total amount for claims paid.
- (vi) A total amount reserved for claims.
- (vii) The total amount of direct expenses.

(2) Provide the Contracting Officer with an annual report of insurance costs and/or self-insurance charges. When applicable, separately identify total policy expenses (e.g., commissions, premiums, and costs for claims servicing) and major claims during the year, including those expected to become major claims (e.g., those claims valued at \$100,000 or greater).

(3) Provide additional claim financial experience data as may be requested on a case-by-case basis.

(c) TERMINATING OPERATIONS. The Contractor shall:

- (1) Ensure protection of the government's interest through proper recording of cancellation credits due to policy terminations and/or experience rating.
- (2) Identify and provide continuing insurance policy administration and management requirements to a successor, other DOE contractor, or as specified by the Contracting Officer.
- (3) Reach agreement with DOE on the handling and settlement of self insurance claims incurred but not reported at the time of contract termination; otherwise, the contractor shall retain this liability.

(d) SUCCESSOR CONTRACTOR OR INSURANCE POLICY CANCELLATION.
The Contractor shall:

- (1) obtain the written approval of the Contracting Officer for any change in program direction; and
- (2) ensure insurance coverage replacement is maintained as required and/or approved by the Contracting Officer.

H.60 EARLY CESSATION OF PERFORMANCE DURING PROCUREMENT AND TRANSITION TO A FOLLOW-ON CONTRACT

For the contract extension to enable continued services during the Government's procurement and transition to a follow-on contract, performance by the incumbent contractor may not be required for the full term of the extension. 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, and at that date the contractor shall then begin a 60 day transition period (as opposed to a 90 day period) to the successor contractor in accordance with Contract Clause I. 97, Continuity of Services. All active subcontracts shall be assigned to the successor contractor during the transition period and shall allow for continued performance or termination at the successor contractor's discretion.