

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES
2. AMENDMENT/MODIFICATION NO. 0678	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO. 18EM005587	1 4 5. PROJECT NO. (If applicable)
6. ISSUED BY Richlands Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352	CODE 893039	7. ADMINISTERED BY (If other than Item 6) Richland Operations Office U.S. Department of Energy Richland Operations Office P.O. Box 550, MSIN H5-20 Richland WA 99352	CODE 00601
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) CH2M HILL PLATEAU REMEDIATION COMPANY Attn: Kala Dickerson 2420 Stevens Drive RICHLAND WA 99352-1659		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 805603128 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-08RL14788	
		10B. DATED (SEE ITEM 13) 06/19/2008	

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 telegram 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 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 date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
See Schedule Net Increase: \$58,948,892.53

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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a) bilateral agreement
	D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
DUNS Number: 805603128

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 through fiscal year 2019, and obligate incremental funds through October 31, 2018.

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

Delivery Location Code: 00601
Richland Operations Office
U.S. Department of Energy
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) L. M. BLACKFORD	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jenise C. Connerly
15B. CONTRACTOR OFFICER 	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 9/26/18	16C. DATE SIGNED 9/26/2018

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-AC06-08RL14788/0678

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NAME OF OFFEROR OR CONTRACTOR
CH2M HILL PLATEAU REMEDIATION COMPANY

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	<p>Richland Operations Office P.O. Box 550, MSIN A7-80 Richland WA 99352</p> <p>FOB: Destination Period of Performance: 06/19/2008 to 09/30/2019</p>				

SF30 BLOCK 14 CONTINUATION:

A. Clause F.1 is revised as indicated by redline/strikeout:

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; ~~and~~
- (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* – One period of 12 months, October 1, 2018, through September 30, 2019.
- (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 ~~ten eleven (4011)~~ 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.
- B. A conformed Section F will be provided with this modification.
- C. Pursuant to Contract Clause B.3, Obligation and Availability of Funds, the amount of funds (non-Recovery Act) is hereby increased by \$58,948,892.53 from \$4,524,093,464.45 to \$4,583,042,356.98. The effective date of the funding changes are the date(s) of the Financial Plan(s).

D. Contract Clause B.3(a), is changed

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 \$4,524,093,464.45 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through September 30, 2018.

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 \$4,583,042,356.98 have been allotted for obligation and are available for payment of services provided from the effective date of this Contract through October 31, 2018.

D. A conformed Section B will be provided in a subsequent modification.

E. The work scope prioritization and anticipated new budget authority for activities to be performed during the *Extension Period* were provided in letter number 18-AMRP-0095, dated June 7, 2018, entitled "Contract No. DE-AC06-08RL14788 – Fiscal Year (FY) 2019 Annual Performance Measurement Baseline (PMB) Update." Work scope prioritization was updated in letter number 18-AMRP-0134 dated July 3, 2018, entitled "Contract No. DE-AC06-08RL14788 – Fiscal Year (FY) 2019 Annual Performance Measurement Baseline (PMB) Update."

F. 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.

G. The definitization schedule for the revision to estimated cost and fee for the *Extension Period* is as follows:

Action	Date*
Contractor Submittal of Technical, Cost, and Fee Proposal Due	submitted
Commence Negotiations	90 Days
Mutual Agreement on Definitization of Change	120 Days
Execute Contract Modification	130 Days

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

H. 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 2019, consistent with Clause I.81, FAR 52.232-22, Limitation of Funds, paragraph (g).

All other terms and conditions remain unchanged by this action.

End of Modification 678.

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

Richland Operations Office (RL)
Sole Source Extension of the CH2M Hill Plateau Remediation Company (CHPRC)
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, Requirement, 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:** The U.S. Department of Energy (DOE), 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. This is a sole source acquisition to continue select portions of the Plateau Remediation Contract (PRC), as identified in section 3, Description of Services, below, through the incumbent contractor for a period of twelve months.

RL currently contracts with CHPRC under Contract No. DE-AC06-08RL14788 for these services. The competitively awarded 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 contract is funded primarily by the Office of Environmental Management (EM).

Pursuant to the Office of Hanford Acquisition's Revised Master Acquisition Plan, a new contract will be awarded for the follow-on scope of work. The acquisition for this scope of work is underway, and will be awarded on the basis of full and open competition. This action is necessary to continue PRC work activities through fiscal year 2019 to avoid stoppage of critical work while a follow-on contract is solicited and awarded.

3. **Description of Services:** RL needs uninterrupted cleanup activities and waste and spent nuclear fuels management, for the period of October 1, 2018, through September 30, 2019.

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

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

PBS-RL-11 Plutonium Finishing Plant Project

- Complete the requirements of 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 (CSA) and Cask 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 (TRU) retrieval design documents and environmental support documents.
- Complete the Performance Assessment/Low Level Waste Disposal Facility Review Group (LLFRG) 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 (WTP) schedule.
- Initiate/continue placement of Outside Storage Area (OSA)-A/B into indoor storage.

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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 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 U Seq Stage B, NR-2 Barrier and RC P&T expansion activities)
- Continue Deep Vadose Zone (DVZ) 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 (RI/FS) 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 interim stabilization activities for PUREX Tunnel #2
- 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.

PBS-RL-41 River Corridor Project

- Continue S&M of assigned facilities, burial grounds, and disposal trenches.

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

- 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).
- RL-0041.C1
 - Complete 618-10 Area revegetation.
 - 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:** 41 U.S.C. 3304(a), as implemented in FAR 6.302-1, allows other than full and open competition when 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:** The DOE has ongoing cleanup activities and waste 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 June 21, 2018, that identified DOE-RL's intent to extend PRC contract for up to 12 months. This synopsis also identified 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 \$475 million, based on available funding. The Contracting Officer will request that CHPRC submit a proposal for a 12 month extension period. In addition, the U.S. Army Corp of Engineers will be requested to develop an independent government cost estimate and support completion of a technical evaluation of the proposal to help determine that the negotiated costs are fair and reasonable. The Contracting Officer will also get an audit of the proposal to aid the determination whether the negotiated costs are fair and reasonable. The contractor's experience and the Government's knowledge of costs in the current contract over the

JUSTIFICATION FOR OTHER THAN FULL AND OPEN COMPETITION

previous ten 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 June 21, 2018, and no capability statements were received. 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 PRC 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 PRC 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 RL was required to suspend all PRC 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 PRC, 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; DOE and EM acquisition and contract management lessons-learned; existing Hanford contract structure and performance; major policy, programmatic, regulatory, and acquisition considerations in managing risks; and 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 PRC. The up to 12 month extension period was based on the Acquisition Milestone Schedule included in the Master Acquisition Plan Supplement. 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 PRC by as much as 12 months.

DOE will solicit as many sources as practicable under the new follow-on acquisition providing opportunities for small, medium, and large businesses. The major 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.