

2 AMENDMENT/MODIFICATION NO 0056 3 EFFECTIVE DATE See Block 16C 4 REQUISITION/PURCHASE REQ NO 5 PROJECT NO (If applicable) 6 ISSUED BY CODE 00701 7 ADMINISTERED BY (If other than Item 6) CODE 00701

Idaho Operations  
U.S. Department of Energy  
Idaho Operations  
1955 Fremont Avenue  
Idaho Falls ID 83415

Idaho Operations  
U.S. Department of Energy  
Idaho Operations  
1955 Fremont Avenue  
MS 1221  
Idaho Falls ID 83415

8 NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
IDAHO TREATMENT GROUP LLC  
Attn: Jim Simonds  
950 ENERGY DRIVE, SUITE 200  
IDAHO FALLS ID 834011503

9A AMENDMENT OF SOLICITATION NO  
9B DATED (SEE ITEM 11)  
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10A MODIFICATION OF CONTRACT/ORDER NO DE-EM0001467  
10B DATED (SEE ITEM 13) 05/27/2011

CODE 829228753 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 \_\_\_\_\_ 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)

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 43.102(b)

C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF Mutual Agreement of the Parties

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)

Tax ID Number: 28-4033556  
DUNS Number: 829228753  
This modification incorporates the contract changes as noted in the attached Continuation Pages.  
Payment:  
OR for Idaho  
U.S. Department of Energy  
Oak Ridge Financial Service Center  
P.O. Box 6017  
Oak Ridge TN 37831  
Period of Performance: 05/27/2011 to 03/31/2016

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) David J. Richardson, President and AMWTP Project Manager  
15B CONTRACTOR/OFFEROR  
15C DATE SIGNED 11/2/15  
15D UNITED STATES OF AMERICA  
15E SIGNATURE OF CONTRACTING OFFICER  
16A NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Jennifer K. Cate  
16B DATE SIGNED 11.2.15

The purpose of this modification is to incorporate the contract changes as noted below. These revisions are being made by mutual agreement of the parties.

The following changes are hereby made to the contract:

**1. SECTION H.1 – PROJECT CONTROL SYSTEMS AND REPORTING REQUIREMENTS** is modified as follows:

The following verbiage is added to this section:

**(e) Monthly Performance Reporting Requirements for Work under Cost Reimbursable Contracts When EVMS Is Required (October 2015):**

The Contractor shall submit the Contractor's Monthly Performance Report to the Contracting Officer (CO) with copy to the Office of Project Assessment at [ContractorsMPR@hq.doe.gov](mailto:ContractorsMPR@hq.doe.gov) not later than the 15<sup>th</sup> business day of each calendar month. The report will provide the prior month's performance for each Contract Performance Baseline (CPB) segment and an update of the performance to date. Format, timing and manner of reporting will vary based on the type of work in the CPB segment. For the monthly reporting requirements for the various types of projects, contracts or operating activities, see the pertinent contract section(s) in addition to the requirements below.

**For Line Item Construction Projects, the Monthly Performance Report will include the following sections:**

Post Critical Decision (CD-2):

Monthly Performance Report will include Contract Performance Reports (CPR) formats 1 through 7 and a Contract Funds Status Report (CFSR) unless the contract specifies otherwise. The CPR data shall accurately reflect how work is being planned, performed, and measured and shall be consistent with the actual Contract status. The reports will include the earned value analysis of the prior month, and Format 5 Variance Analyses are required for Control Accounts (CA) with current or cumulative cost or schedule variances exceeding thresholds established by the CO.

Monthly Performance Report shall also include an executive summary comprising the following sections:

1. A concise narrative of the contract status including scope accomplished during the reporting period, near term activities to be performed, and whether performance is on target to meet objectives and whether any new risks have been identified;
2. An update of the schedule with details of deviations from the critical path or near critical path, their root cause, and potential impacts to the contract;
3. Explanation of near term milestones and deliverables at risk of being missed;
4. Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions;
5. A short narrative explaining any funding issues; and

6. Information on any safety related matters that emerged or persisted during the reporting month.

As a separate deliverable, no later than the 15<sup>th</sup> day of each calendar month, Earned Value (EV) data is provided from contractor's systems directly into Project Assessment and Reporting System (PARS) II. The data must be current as of the closing of the previous month's accounting period. DOE 413.3B requires EV reporting into PARS II for projects with Total Project Cost (TPC) > \$20M under cost reimbursable contracts.

[Note: PARS II is the central repository for key Departmental-level project information.

Pre CD-2: The monthly Performance Report will include narrative description of scope accomplished, cost incurred versus plan (CPB) and status of CPB milestones and deliverables.

**For Environmental Cleanup Work, the Monthly Performance Report will include the following sections:**

The Monthly Performance Report for each CPB segment will include Contract Performance Reports (CPR) formats 1, 3, 5, and 6 and a Contract Funds Status Report (CFSR) unless the contract specifies otherwise.

Monthly Performance Report shall also include an executive summary comprising the following sections:

1. A concise narrative of the performance status including scope accomplished during the reporting period, near term activities to be performed, and whether performance is on target to meet objectives and whether any new risks have been identified;
2. Progress on contract specific performance metrics;
3. Status of contract milestones and contract deliverables;
4. A short narrative on performance issues and concerns, including an explanation of any variances from the contractor's work plan;
5. Discussion of corrective actions currently in place to address performance issues including initiation date of corrective actions;
6. Any updates/revisions of the schedule; and
7. Information on any safety related matters that emerged or persisted during the reporting month.

If the CPB segment consists primarily of Level of Effort (LOE) activities, the status report will tabulate planned versus actual cost by major functions as agreed to between the contractor and the CO.

[Note: Integrated Planning, Accountability and Budgeting System (IPABS) is the central repository for EM planning and performance data. Contractor Monthly Performance Report is used by the site or field office to enter the monthly performance data into IPABS.]

***No other changes to H.1.***

**2. SECTION H.31 - REPORT AND APPROVAL REQUIREMENTS FOR CONFERENCE RELATED ACTIVITIES** is modified as follows:

The following verbiage is added to this section:

The Contractor will use a graded approach for implementing the following:

- a) The contractor shall ensure that contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- b) Reference AL-2015-09, dated August 25, 2015, for definition of conference.
- c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
  - 1) The contractor provides funding to plan, promote, or implement an event, except in instances where a contractor:
    - i) Covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference) or
    - ii) Purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
  - 2) The contractor authorizes use of its official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).
- d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- e) The contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
  - 1) Conference title, description, and date;
  - 2) Location and venue;
  - 3) Description of any unusual expenses (e.g., promotional items);
  - 4) Description of contracting procedures used (e.g., competition for space/support);
  - 5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees); and
  - 6) Number of attendees.
- f) The contractor will not expend funds on the proposed contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the contracting officer.
- g) For DOE-sponsored conferences, the contractor will not expend funds on the proposed conference until notified by the contracting officer.
  - 1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other

seals/logos/ trademarks to promote a conference. Exceptions include instances where DOE:

- i) Covers participation costs in a conference for specified individuals (e.g. students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference); or
  - ii) Purchases goods or services from the conference planners (e.g., attendee registration fees; renting booth space); or provide funding to the conference planners through Federal grants.
- 2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
  - 3) The contractor will provide cost and attendance Information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- h) For *non-contractor sponsored conferences*, the contractor shall develop and Implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:
- 1) Track all conference expenses.
  - 2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
- i) Contractors are not required to enter information on non-sponsored conferences in DOE'S Conference Management Tool.
  - j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If a contractor does so; its expenditures for the conference may be deemed unallowable.

***No other changes to Section H.31.***

**All other terms and conditions remain unchanged.**