

U.S. DEPARTMENT OF ENERGY  
SAVANNAH RIVER OPERATIONS OFFICE



CONTRACT MANAGEMENT PLAN  
for the  
SAVANNAH RIVER MISSION COMPLETION, LLC  
CONTRACT NUMBER: 89303322DEM000068  
Revision 0

Cynthia T STROWBRIDGE

Digitally signed by Cynthia T STROWBRIDGE  
Date: 2022.12.07 12:07:16 -05'00'

Cynthia T. Strowbridge  
Contracting Officer

Date

ANGELA MORTON

Digitally signed by ANGELA  
MORTON

Date: 2023.01.25 07:22:47 -05'00'

Angela S. Morton  
Director - Contracts Management Division

Date



Date: 2023.01.25  
12:24:34 -05'00'

Approve: Katrina B. Porter  
Director – Office of Acquisition Management

Date

Approve: Angela S. Watmore  
Head of Contracting Activity

Date

## **1.0 Summary and Background**

### ***1.1 General Site History***

The Savannah River Site (SRS) comprises 310 square miles of mostly forest and wetlands in west central South Carolina. SRS was established in the early 1950s and supplied plutonium and tritium for the United States nuclear defense weapons. SRS has current missions to manage, stabilize, and dispose of nuclear materials, manage and dispose of solid, liquid, and transuranic waste, manage spent nuclear fuels, perform environmental remediation, support tritium production, store and maintain foreign fuel receipts, establish pit production capabilities, and provide nuclear nonproliferation support. SRS hosts the Savannah River National Laboratory (SRNL) which provides expertise and applied technology capabilities to assist other DOE sites and federal agencies, universities, and foreign governments in solving pressing environmental cleanup, nuclear security, and clean energy challenges. The site has a current workforce of approximately 11,500 persons and an annual total site budget of approximately \$2.6 billion. The landlord responsibilities of SRS currently reside with the Office of Environmental Management (EM) through the DOE Savannah River Operations Office (DOE-SR). Landlord responsibility is expected to transfer to the National Nuclear Security Administration (NNSA) in 2025.

In order to execute its mission, inclusive of providing general site-wide support and security services, DOE-SR oversees the activities of five major Prime contractors – Savannah River Mission Completion, LLC (SRMC), responsible for executing the liquid waste mission including the safe storage, treatment, and disposal of approximately 34.5 million gallons of highly radioactive liquid waste; Savannah River Nuclear Solutions (SRNS), responsible for the site-wide Management and Operations (M&O), and NNSA missions; Battelle Savannah River Alliance, LLC (BSRA), responsible for the operations of the SRNL; Centerra Group (Centerra), responsible for security of the site; and Ameresco Federal Solutions (Ameresco), responsible for operating the site's biomass steam plant. In addition to the five major prime contracts, DOE-SR also oversees the activities of numerous smaller prime contracts, financial assistance agreements, and inter-agency agreements to accomplish its mission.

#### ***1.1.1 Office of Acquisition Management***

The SR Office of Acquisition Management (OAM) is responsible for the award, administration, and closeout of contract instruments that affect the SRS missions. SR OAM also has contracting policy, contractor human resource management, and property management functions. The value of the acquisition instruments administered by SR OAM range from the large multi-billion-dollar prime contracts (SRMC, SRNS, BSRA, and Centerra), to smaller contracts ranging from the simplified acquisition program (SAP) purchase card micro-purchases to the \$949 million Ameresco Energy Savings Performance Contract.

SR's contracting officers (COs) and contract specialists (CSs) work closely with the other SRS staff, NNSA counterparts, Headquarters, the Department of Energy Environmental Management Consolidated Business Center (EMCBC), contractor counterparts, and other external stakeholders to administer the suite of contracts, financial assistance agreements, and interagency agreements that implement the SRS mission.

## ***1.2 Purpose***

This document is a Contract Management Plan (CMP) that addresses the administration of the Integrated Mission Completion Contract (IMCC) with SRMC, contract number 89303322DEM000068, and provides information, guidance, and processes for the Liquid Waste Program mission execution. This contract was developed utilizing the new DOE End-State contracting model and resulted in a Single-Award Master Indefinite Delivery Indefinite Quantity (IDIQ) with the use of Task Orders (TOs) for completion of work.

The purpose of this CMP is to provide guidance to the DOE-SR staff to implement an efficient and effective team approach to managing the Master IDIQ and TOs, and to ensure SRMC and DOE-SR comply with all the terms and conditions that govern the contract. This CMP addresses technical, financial, and business aspects of the contract along with DOE-SR responsibilities to reduce risk, manage performance-based incentives, conduct quality oversight, and adjust to changing priorities.

This CMP can also be used as a training tool for individuals to gain a better understanding of the Master IDIQ and its TOs.

The CMP is intended solely to provide information and shall not be construed to create any rights or obligations on the part of any person or entity, including the Contractor and its employees. This CMP is a high-level document and is not intended to be either prescriptive or inclusive of all necessary actions for execution of the contract. Familiarization with this CMP, its related references, and the SRMC Master IDIQ contract and TOs is required of all DOE Contracting and Program personnel involved with the administration of the IMCC

### **1.2.1 Maintenance and Distribution**

The CMP is maintained and distributed by the OAM Contracts Management Division (CMD). The DOE-SR, Assistant Manager for Waste Disposition (AMWD) provides technical programmatic and accounting support to OAM in the maintenance of this CMP.

## ***1.3 Contract Summary***

The IMCC was awarded to SRMC on October 27, 2021 through a collaborative effort between the SR OAM and the DOE EMCBC. The contract is a Single-Award Master IDIQ contract with an estimated ceiling of approximately \$21 billion over a ten-year ordering period. TOs placed against this Master IDIQ will be completed as Cost Reimbursement (CR) and Fixed Price (FP). The Notice to Proceed was provided to SRMC on November 23, 2021 through DOE SR letter CMD-22-034.

SRMC is a single purpose operating entity that includes the following members: BWXT Technical Services Group, Inc., Fluor Federal Services, Inc., and AECOM Energy & Construction, Inc., an Amentum Company. SRMC's small business teaming subcontractors include WesWorks, LLC. and DBD, Inc.

The scope of the Master IDIQ includes the following: Liquid Waste Stabilization and Disposition including but not limited to Tank Farm Operations, Preparation of Tanks for Waste Removal, Defense Waste Processing Facility (DWPF) Operations, Glass Waste Storage Facility Modifications and Canister Double Stacking Operations, Salt Waste Processing Facility (SWPF) Operations, Construction of Saltstone Disposal Units, Saltstone Facility Operations, Operational Closure of Tanks and Ancillary Equipment, Base Operations, Liquid Waste Program Support, and potentially Nuclear Materials Management and Stabilization. The contractor will perform these services under task orders issued under the Master IDIQ.

The contract ordering period for the Master IDIQ runs from October 27, 2021, through October 26, 2031, per contract Section F.3, *Period of Performance*, unless terminated earlier as provided by contract Clauses FAR 52.249-2, FAR 52.249-3, FAR 52.249-6, FAR 52.249-8, or FAR 52.249-10. The contract has completed two (2) separate transition periods to assume both the Liquid Waste scope of work (SOW) and the SWPF Operations merged from two (2) separate prime contracts. The first transition period which covered the Liquid Waste SOW was identified in TO1 was performed from November 29, 2021 through February 26, 2022. The second transition period which covered the transfer of SWPF Operations to SRMC was identified in both TO1 and TO2 with a period of performance that ran from November 29, 2021 through March 27, 2022. The Master IDIQ has a total ceiling of approximately \$21 billion over a ten-year ordering period which Task orders will be placed against. The contract is structured as follows:

Section	Description
A	Solicitation, Offer and Award
B	Supplies or Services and Prices/ Costs
C	Scope of Work
D	Packaging and Marking
E	Inspection and Acceptance
F	Deliveries or Performance
G	Contract Administration Data
H	Special Contract Requirements
I	Contract Clauses
J	List of Attachments
Attachments	Description
J-1	Abbreviations and Acronym List
J-2	Requirements Sources and Implementing Documents
J-3	Savannah River Site (SRS) Services and Interface Requirements Matrix
J-4	Performance Guarantee Agreement
J-5	Master Small Business Subcontracting Plan
J-6	Wage Determinations
J-7	Contract Deliverables
J-8	Government Furnished Service and Information (GFS/I)
J-9	Community Commitment Plan
J-10	IDIQ Labor Rate Schedule
J-11	Transition Period Task Order
J-12	Task Order 2 – Implementation Task
J-13	Task Order 3 – One Year Liquid Waste Program Operations

Contractor Name	Savannah River Mission Completion, LLC.
-----------------	---

Contract Number	89303322DEM000068
Current Period of Performance	October 27, 2021, through October 26, 2031
Current Contract Ceiling Value	\$21 Billion
Contract Type	Indefinite Delivery Indefinite Quantity

## 2.0 Key contract management team members

This section outlines roles and responsibilities and identifies the key individuals and/or organizations directly or indirectly responsible for the management, administration, and performance oversight of the contract and describes the corresponding roles and responsibilities.

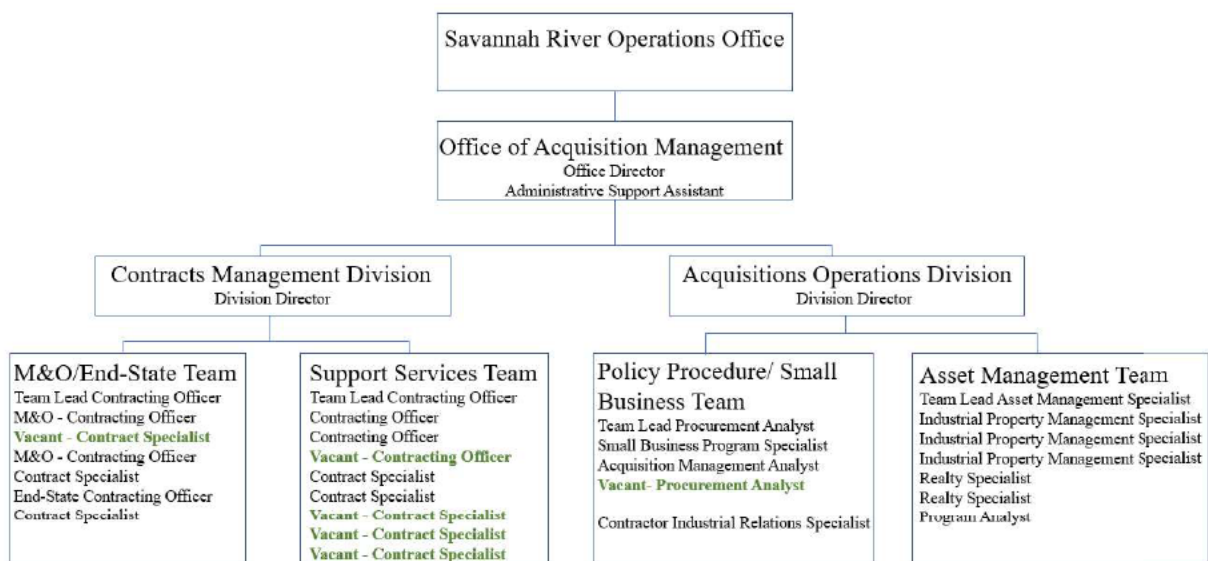


Figure 1: OAM Organizational Chart

## 2.1 Contracting Authority Responsibilities

The following table summarizes the roles and responsibilities for the individuals and groups involved in the administration of this contract.

Table 1: Contracting Authority Responsibilities

Contracting Activity	Responsibilities of Party
Head of Contracting Activity (HCA)	<ul style="list-style-type: none"> <li>The EM Deputy Assistant Secretary for Acquisition and Project Management (EM-5.2) has been designated as the HCA. The HCA has full contracting authority for EM contracts at SRS.</li> <li>Concurs on the SRMC End-State IDIQ performance elements and the final performance evaluation rating for each evaluation period as well as the amount of performance-based fee to be awarded to the contractor.</li> <li>Approves Contract Actions and Subcontracts over \$25M.</li> </ul>

	<ul style="list-style-type: none"> <li>• Has the authority to stop any work activity, add work, and/or withdraw work.</li> </ul>
DOE-SR Manager	<ul style="list-style-type: none"> <li>• Has line management authority.</li> <li>• Negotiates annual SRMC End-State IDIQ Performance Objectives and Notable Outcomes; coordinates and produces the annual Performance Evaluation and Assessment Report of the SRMC End-State IDIQ contractor.</li> <li>• Provides advice to Headquarters (HQ) concerning pending DOE and SRMC actions as they might affect the site or Site Office operations.</li> <li>• Provides the primary interface with the contractor on End-State matters related to the site.</li> <li>• Maintains awareness of relationships with Federal, State, and Local authorities and keeps fully informed on matters dealing with compliance of Federal, State, and Local regulations applicable to the site.</li> <li>• Assures adequate contractor self-appraisal plans are in place, planned reviews are completed in a timely manner, and appraisal follow-up activities are implemented.</li> <li>• Serves as mediator and facilitates solutions to problem contract negotiations.</li> </ul>
DOE-SR Contracting Officer (CO)	<ul style="list-style-type: none"> <li>• CO authority for SRMC End-State IDIQ contract administration is defined as approval, direction, and determination where there is a possible affect to the contract terms and conditions, increase/ decrease of cost, and allowability/unallowability of cost.</li> <li>• Serves as the integrator of site-wide guidance and direction provided to SRMC End-State IDIQ contractor. Provides advice, assistance, and any needed supplemental site-specific guidance to the contractor.</li> <li>• Appoints DOE-SR Contracting Officer's Representative (COR) authority as necessary and required to accomplish the site mission.</li> <li>• Negotiates available fee.</li> <li>• Maintains the HCA's records of Contractor's performance.</li> <li>• Obtains HQ Business Clearance approvals as required.</li> </ul>
DOE Contracting Officer's Representative (COR)	<ul style="list-style-type: none"> <li>• Inform the CO, in writing, of any performance failure by the Contractor.</li> <li>• Inform the CO if any work will not be completed according to schedule and/or estimated cost.</li> <li>• Issue written direction within the limitations set forth in the COR Appointment. A copy of all direction sent to the contractor is provided to the CO.</li> <li>• Provide SOW clarification for the CO and Contractor.</li> <li>• Inspect and accept deliverables within the scope of the COR appointment.</li> <li>• Assist in the development of the Performance Evaluation and Measurement Plan (PEMP) and provide evaluation input for assessing contractor performance to the Site Office Manager.</li> </ul>

	<ul style="list-style-type: none"> <li>• Inform the CO of any potential or evidence of real or perceived Organizational Conflict of Interest (OCI) matters or employee ethics or integrity issues.</li> <li>• CORs are individuals designated and delegated limited authority by the CO for the sole purpose of administering specific contract terms and conditions in accordance with the contract clause DEAR 952.242-70, Technical Direction.</li> <li>• CORs must rely on their specific delegated authority to review, process, approve or disapprove of deliverables or systems within their subject matter expertise.</li> <li>• The CORs have no authority to bind or commit the government.</li> </ul>
Facility Representatives (FR)	<ul style="list-style-type: none"> <li>• The FR is responsible for ensuring a consistent, broad-based observation and assessment of facility operations and activities considered important to maintain the safety of the environment, workers, and the public.</li> <li>• The roles and responsibilities of FRs at DOE-SR are defined in Savannah River Operations Office Implementing Procedures (SRIP) – 400 Work Processes, Chapter 430.1, DOE-SR Facility Representative Program.</li> <li>• FR's maintain knowledge of facility status and conditions on a real-time basis and serve as the working level DOE-SR point of contact with the contractor. Formal direction to the contractor, however; shall be made by a duly appointed COR or CO.</li> </ul>
Federal Project Directors (FPD)	<ul style="list-style-type: none"> <li>• FPDs serve as single points of contact between federal and contractor staff for all matters relating to their project from the conceptual phase through project completion.</li> <li>• FPDs are responsible for assessing risks and opportunities, developing risk handling strategies, preparing the risk management plan, and implementing risk management throughout the life of the project.</li> <li>• The FPD is responsible for the identification of Government Furnished Services and Items required for project success and the identification of residual risk values used in the integrated contingency analysis. Project risk data are integrated, analyzed, and contingency estimates developed.</li> <li>• The roles and responsibilities of Federal Project Directors at SR are defined in SR Manual 410.1.1D, Project Management Manual.</li> </ul>
Organizational Property Management Officer (OPMO)	<ul style="list-style-type: none"> <li>• The OPMO has the authority to plan, acquire, control, manage and dispose of personal property in the custody of the DOE facilities.</li> <li>• OPMO informs employees of their responsibility for the protection of Government property in their possession and liability for loss, damage, destruction, or unauthorized use.</li> <li>• Conduct continuous oversight and periodic Management Reviews.</li> <li>• The OPMO will provide approvals and recommendations for personal property related actions to the CO.</li> </ul>



Legal Advisor	<ul style="list-style-type: none"> <li>• Reviews contract actions prior to CO approval.</li> <li>• Answers and resolves issues regarding contract legal matters.</li> <li>• Provides proactive advice dealing with Procurement Integrity matters and other government ethics questions.</li> <li>• Works with the contracting officer to resolve questions that arise about the contract or other matters that have legal implications or overtones.</li> </ul>
---------------	---

## 2.2 Contractor Management Team Coordination

The individuals and/or organizations described in Section 4.0 will work together to ensure the consistent dissemination of information/direction to the Contractor, and that such information/direction is in line with DOE HQ and DOE-SR policies/strategies. Several methods are utilized to carry out this coordination. Methods include regularly scheduled DOE-SR staff meetings; conference calls with HQ including the HCA's office; procedures and guidance issued by HQ; and this CMP.

Team coordination is based upon the operating principles including:

- Open discussions
- Qualified, empowered team members
- Consistent, success-oriented, proactive participation
- Commitment to DOE Integrated Safety Management (ISM) Principles
- Reasoned disagreement
- Early issue identification and resolution.

All DOE-SR employees involved in SRMC performance oversight assist in ensuring all practices integrate adequate ES&H and security protection. The Office of Safety and Quality Assurance (OSQA) ensures SRMC complies with its DOE-approved ISM plan and other requirements. If a determination is made that SRMC is not compliant with terms and conditions, then the OSQA COR must notify and assist the DOE-SR CO for the SRMC End-State contract to take the proper contractual steps to ensure compliance and protection of DOE's interest.

## 3.0 Key performance risks and contract assurance

### 3.1 Risk Areas

The Contract has many risks associated with the Liquid Waste Mission and SWPF Operations including, but not limited to the following:

The previous Liquid Waste contractor prepared a Risk and Opportunity Management Plan (ROMP), Y-RAR-G-00022, Revision 13 that is maintained and updated as needed. DOE participated in its development and the evaluation of risks as well as mitigation strategies. The new liquid waste contractor has assumed this systematic, structured, risk management process and will continue to utilize it to identify, mitigate, and manage risks for the liquid waste program. Further, the new liquid waste contractor will utilize similar or improved processes to identify risk, develop mitigation strategies, and track progress towards completion of the liquid waste mission.

As identified in the ROMP, the following major (high) risks have been identified for execution of the liquid waste mission:

- Risk 027 – Being able to adequately fund PBS-SR-0014 throughout its life cycle to permit full execution of the System Plan is uncertain. This risk is a crosscutting risk for both major contractors at SRS and will be handled at the site level.
- Risks 011, 204 and 295 – The System Plan end date places significant stress on what will be an increasingly aging infrastructure. Recent infrastructure failures provide an insight into the problems that may be encountered with operating the HLW System for an additional 18 years.
- Risk 472 – Imposing controls on operations projects/activities similar to those required for congressional line item/capital asset projects results in significantly extending project/activity durations, increasing overall cost and impacting System Plan execution.
- Risk 487 – The transition to a glycolic acid flowsheet is a major process change and often these types of changes can encounter unforeseen issues which have to be resolved.
- Risk 516 – While SWPF continues to identify and resolve operational issues as it moves towards a sustained higher throughput, uncertainty will remain in being able to achieve and maintain operations at 9 Mgals/year.

Additional risks (medium and low) are identified and tracked in the ROMP.

- *Document the processes and individuals responsible for monitoring contractor performance for each identified risk*

The line organization, AMWD, employs Facility Representatives, Facility Engineers, Program Managers, and Senior Managers to oversee all aspects of the liquid waste contractor's activities. The line organization is responsible for conducting and documenting assessments of the contractor's activities and identifying performance concerns. This includes their progress towards successful mitigation of risks, identification of new risks, and overall risk management processes. The AMWD management team and staff utilize performance indicators and routine reports on mission progress from the contractor to augment direct field observations. Monthly contractor performance feedback, which includes evaluations of their management of risk, is provided.

A joint DOE-SR/SRMC Risk Management Board (RMB) has been established and meets as needed to provide guidance on exigent risk issues for PBS-SR-0014. The RMB provides an opportunity for senior management to apply focus to emergent risks and assign actions to individuals and organizations to achieve cost effective and early handling of risks.

- *Describe how Contractor Assurance Systems will be used to identify and mitigate risks, if applicable*

The IMCC Contractor Assurance System (CAS) has been adopted from the previous Liquid Waste contractor and is fully involved in the internal oversight and management of risks associated with mission performance.

- *Assign the federal officials responsible for oversight and monitoring of Contractor Assurance System processes*

The AMWD line management organization, in conjunction with the OSQA, monitor the activities of the contractor's CAS on a routine basis. Assessments of the adequacy of their CAS are conducted and documented periodically per the Annual Assessment Plans that each organization maintains.

- *Describe how the contractor's internal audit activity will be used to identify and mitigate risks, if applicable (see DOE Acquisition Guide Chapter 70.42.101)*

Per the CAS, the contractor is responsible to perform self-assessments and internal audits to identify and mitigate risks outside of DOE-SR assessments and audits.

#### **4.0 Performance Monitoring--Inspection, surveillance, and acceptance**

- *As needed, document procedures for inspection, surveillance, and acceptance of contract performance and deliverables, if this is not already addressed through a separate quality assurance surveillance plan (QASP).*

As noted in section 3.0, the line organization, AMWD, utilizes Facility Representatives, Facility Engineers, and Program Managers to oversee the performance of the contractor. Physical observation of work performance, reviews of documents and requirements, and interactions with management and staff in the facilities are routine practices the federal staff utilizes to oversee and evaluate contractor work. The OSQA assists in these reviews with subject matter experts that focus on specific aspects of work. AMWD and OSQA work collaboratively to evaluate contractor performance, document the evaluations, and where appropriate, identify concerns, issues and/or deficiencies that are communicated to the contractor for corrective action. AMWD utilizes a Management Review Board process that meets monthly to review assessments conducted by the staff. These assessments are tied to specific requirements and document the contractor's performance as being in compliance with applicable requirements or not in compliance. For items found to not be in compliance with requirements, a COR will transmit a letter to the contractor containing the results of the assessment(s) and requesting corrective actions. The contractor must respond with corrective actions within a set period of time and DOE must review and accept the corrective actions.

- *As needed, include a discussion of the personnel responsible for inspection, surveillance and acceptance, and procedures for addressing identified performance or quality concerns.*

Please reference response under Section 4.0 Bullet #1.

- *If applicable, provide a reference to the separate QASP that addresses inspection, surveillance, and acceptance*

Not applicable

## **5.0 Project management**

- *Document project management processes, roles and responsibilities if the contract involves performance of projects that are not already subject to formal DOE project management processes*

The contract scope includes two line-item projects, Saltstone Disposal Units 8 and 9 (18-D-402) and Saltstone Disposal Units 10 – 12 (20-D-401). No other projects requiring management under DOE Order 413 are anticipated. Project management concepts are applied to various aspects of smaller scopes of work through a mature project management approach that the IMCC contractor has implemented. DOE oversight of these smaller scopes of work (some of which may be managed similar to line-item projects) is conducted primarily via Program Managers. The Program Managers are supported by line organization and Facility Representatives observing field work performance.

- *Reference separate project management criteria as appropriate*

Not applicable

## **6.0 Management of contractor litigation**

The legal counsel / litigation COR has primary responsibility for providing technical direction related to the area of litigation management and legal policy.

## **7.0 Contractor human resource management**

- *Document processes, roles and responsibilities of Federal officials as needed to implement the requirements of DOE Order 351.1 Contractor Human Resource Management Programs and associated contract provisions.*

### **1) Compensation (DOE O 350.1 Chapter IV)**

- a) Compensation Plan: SRMC has continued with the previous liquid waste prime contractor's, Savannah River Remediation, LLC (SRR),s plan (S 16 LW HR Manual, Procedure 1.18 LW Compensation; Deliverable TO1-0043)
- b) Offer letters specified that SRMC will provide equivalent base pay to incumbent employees (Contract clause.4 (d) (1)).
- c) SRMC analyzed compensation and ensured that the pay offered to transitioning SWPF employees complies with the SRMC compensation plans (H.3 (a) and (b) (4)).
- d) Individual compensation actions for the Top Contractor Official and Key Personnel were submitted for approval in Deliverable TO1-0015 and reviewed for compliance with FAR 31.205-6 (p), DOE O 350.1 Chapter IV, EM HCA Directive 7.0, and contract clause H.4 (d) (3) (A) (iv) and (B). The submittals met the requirements of these regulations and were approved.
- e) *Results: DOE-SR finds that the transition requirements have been met. SRMC is prepared to meet the ongoing contract requirements after transition is complete.*

### **2) Benefits (DOE O 350.1 Chapter V) and Pensions (Chapter VI)**

- a) Benefits Transition (H.6 (B)): To minimize disruption to employees, SRMC decided to retain the same Health and Welfare, Defined Benefit Pension and Defined Contribution Pension benefit plans and providers as SRR for 2022 (Deliverables TO1-0016 and TO1-0023). Benefit contracts and Summary Plan Descriptions (SPDs) were only edited to change the name of the contractor/plan sponsor from SRR to SRMC (Deliverable TO1-0024). No new benefits were proposed (Deliverable TO1-0025).
  - b) **Results: DOE-SR finds that the transition requirements have been met. SRMC is prepared to meet the ongoing contract requirements after transition is complete.**
- 3) Risk Management and Insurance Programs (DOE O 350.1 Chapter VII; Contract clause H.13)**
- a) Employee benefit insurance policies (health, dental, vision, life, disability, etc.) has transferred plan sponsorship from SRR to SRMC (Deliverable TO1-0021).
  - b) Liability insurance policies (Workers Compensation, General Liability, Automotive Liability, etc.) are being reviewed by the BWXT Risk Management department. They will propose their plans when the review is complete.
- 4) Contractor Workplace Substance Abuse Programs (DOE O 350-1 Chapter VIII; Contract clause H.49)**
- a) SRMC has submitted an approved SRMC Workplace Substance Abuse Program that complies with DOE O 350.1 and 10 CFR Part 707, *Workplace Substance Abuse Programs at DOE sites* (Deliverable TO1-0048).
  - b) **Results: DOE-SR finds that the transition requirements have been met. SRMC is prepared to meet the ongoing contract requirements after transition is complete.**
- 5) Employee Assistance Programs (DOE O 350.1 Chapter IX)**
- a) SRMC has adopted the SRR EAP procedure and have established a Service Level Agreement with SRNS for on-site EAP services. SRMC is also contracting with Blue Cross Blue Shield and First Sun EAP for virtual services (Deliverable TO1-0034).
  - b) **Results: DOE-SR finds that the transition requirements have been met. SRMC is prepared to meet the ongoing contract requirements after transition is complete.**

## 8.0 Cost Allowability

• Describe processes, roles and responsibilities for assessing the allowability, reasonableness, and allocability of contract costs

- > AMWD performs a cost allowability reviews on each submitted SRMC invoice, utilizing FAR 31, Government Cost Accounting Standards (CAcS), Contractor Accounting Standards Disclosure (CAcSD), the Prime Contract, and Department of Energy Acquisition Regulation (DEAR) as criteria. In addition to detailed invoice analysis, transactional sampling is conducted based on non-statistical methods. This is in addition to any potential contractual requirement for an annual allowable cost audit to be conducted by the contractor.

• Identify any audit resources that will support the review of cost allowability, including cost allocations and compliance with Cost Accounting Standards (CAcS)

> AMWD utilizes the contract services of an independent CPA / CIA / CFE and an AMWD Engineering Subject Matter Expert in the conduct of the aforementioned reviews. Said reviews are not conducted in accordance with AICPA or IIA standards, but are fully documented on an individual basis.

• *If the contract is subject to DOE's Cooperative Audit Strategy (see DOE Acquisition Guide Chapter 70.42.101), assign the Federal officials with responsibility for oversight of the contractor's internal audit activity, including review and approval of annual audit plans*

> The DOE Cooperative Audit Strategy applies to contractors with integrated accounting. SRMC is not subject to DOE's Cooperative Audit Strategy because it is not an integrated accounting contractor.

## **9.0 Contract records and Data Retention**

In accordance with the Privacy Act of 1974, 5 U.S.C. 552a (Public Law 93-579) and implementing DOE regulations (10 CFR 1008), the Contractor will maintain "Systems of Records" on individuals in order to accomplish the United States Department of Energy functions for Intelligence Related Access Authorization; Personnel Radiation Exposure Record; Security Education and/or Infraction Reports; Access Control Records of International Visits, Assignments, and Employment at DOE Facilities and Contractor Sites; Counterintelligence Administrative and Analytical Records and Reports; and Counterintelligence Investigative Records.

All records acquired or generated by the Contractor in its performance of this Contract are the property of the Government and therefore will be delivered to the Government or otherwise disposed of by the Contractor as directed by the CO. This may occur from time to time during the performance of the work or upon completion or termination of the Contract as directed by the CO.

Within the Contract there are also records that are Contractor-owned records. Contractor-owned records are not considered property of the Government. These records require Contractor permission to review, which may or may not be limited, and include the following: Employment-related records and non-employee patient medical/health-related records, except for those records described by the Contract as being maintained in Privacy Act systems of records; Confidential Contractor financial information; correspondence between the Laboratory Contractor and other segments of the Contractor organization located away from the DOE facility (i.e., the Contractor's corporate headquarters); records relating to any procurement action by the Contractor; and Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges.

Contractor-owned legal records that are subject to an attorney-client privilege or an attorney-work-product privilege require special handling to preserve these privileges. Therefore, inspection copying, or auditing of any such records will only be conducted by DOE Counsel or its designees.

The DOE may inspect, copy and audit Contractor records, including Contractor-owned records at all reasonable times, and the Contractor has a responsibility to provide SRS or its designee's

reasonable facilities to inspect, copy or audit the records. The CO may also request the Contractor to deliver the records to a location specified by the CO for inspection, copying and auditing. The Site Office will use such records in accordance with applicable Federal laws (including the Privacy Act), as appropriate.

#### **10.0 Contractor Internal Audit Functions**

Regarding Contractor Internal Audit Functions, DOE Order 224.3A, Audit Coordination, Resolution, and Follow-up issued October 22, 2020, applies; however, this document is not included in the contract.

" The Contractor must submit an annual Internal Audit Report by January 31 of each fiscal year (i.e., Contract performance period). The audit report will provide a summary of audit activities undertaken during the previous fiscal year, including the results of any internal audits performed, as well as the actions to be taken to resolve any weaknesses identified in the Contractor's system of business, financial or management controls.

Additionally, by June 30 of each fiscal year, the Contractor must submit an Annual Audit Plan to the CO for the activities to be undertaken by the internal audit organization during the following fiscal year. This requirement is designed to test the internal audit design, including costs incurred, and the Contractor management systems described therein."

#### **11.0 Continuity of Operations Planning (COOP)**

The contractor must develop, implement and update, as necessary, a COOP program (or business continuity) plan designed to: (1) assist the Department in continuing to accomplish essential functions; (2) be integrated with the Emergency Management Program, as appropriate; (3) utilize existing programs to meet requirements (i.e., minimalizing duplication of effort); (4) incorporate existing guidance and policy for human resources management; and, (5) identify work for others (deemed a Mission Essential Function (MEF) or a Primary Mission Essential Function by another organization) and their interdependencies. The Site Office must approve the COOP or business continuity plan.

#### **12.0 Role of non-DOE entities**

- *If applicable, discuss the role of non-DOE entities in contract administration, including any assessments of contractor performance*

Key Personnel for SRMC are as listed:

Name	Position
L. David Olson	Program Manager
Wyatt C. Clark Jr.	Operations Manager
Thomas D. Burns Jr.	Engineering Manager
Mark S. Barth	Business Manager
Joel R. Cantrell	Environment, Safety, Health, and Quality (ESH & Q) Manager
Michael N. Borders	Optimization and Integration Manager

**13.0 Other contract-specific issues**

- *Address any other contract-specific issues that require management and oversight by Federal officials*

Not applicable.