



**U.S. DEPARTMENT OF ENERGY
SAVANNAH RIVER OPERATIONS OFFICE
CONTRACT MANAGEMENT PLAN
FOR
SAVANNAH RIVER NUCLEAR SOLUTIONS, LLC
CONTRACT NO. DE-AC09-08SR22470**

Signature on File
James Lovett Jr, Contracting Officer

March 27, 2009
Date

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**Concur: Scott Langston.
Director, Contracts Management Division**

March 27, 2009
Date

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**Approve: Jeffrey C. Armstrong
Director, Office of Acquisition Management**

March 27, 2009
Date

CHANGE SUMMARY LOG

Description of Change	Effective Date
<p>This revision incorporates the following changes:</p> <ul style="list-style-type: none">- Section 9.0 is changed from “Deliverables Matrix” to Management of Work Funded by the American Recovery and Reinvestment Act of 2009, Pub. L. 1115;- Section 10 is entitled “Deliverables Matrix”, and- The Table of Contents is revised accordingly.	3-27-09

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1.0 Introduction

This document addresses the administration of Contract No. DE-AC09-08SR22470 with Savannah River Nuclear Solutions, LLC (SRNS), and provides information, guidance, and processes for management and oversight of the contract by the Department of Energy (DOE) Savannah River Operations Office (SR) and National Nuclear Security Administration (NNSA) Savannah River Site Office (SRSO) staff. This contract is a performance-based contract for Management and Operation (M&O) of the Savannah River Site (SRS).

SRS is a 310-square mile DOE industrial facility located in Aiken, Allendale, and Barnwell Counties in South Carolina. SRS is dedicated to environmental management cleanup, developing and deploying technologies to support the cleanup mission, providing capability for supporting the enduring nuclear weapons stockpile, and processing and storing nuclear materials in support of U.S. nuclear non-proliferation efforts. DOE's Office of Environmental Management (EM) is the landlord for SRS and responsible for cleanup missions and the Savannah River National Laboratory (SRNL). SRNL is a Federally Funded Research and Development Center (FFRDC) established in accordance with FAR Part 35 and operated under this M&O contract. NNSA is responsible for supporting the nuclear weapons stockpile programs and nonproliferation activities on the Site.

2.0 Purpose

The purpose of this Contract Management Plan (CMP) is to provide guidance to SR and SRSO employees in order to implement an effective and seamless team approach to manage the M&O contract for SRS and to ensure that SRNS and the government comply with all the terms and conditions that govern the contract. This CMP addresses technical, financial, and business aspects of the contract and the Governmental responsibilities to reduce risk, manage performance-based incentives, conduct quality oversight, and adjust to changing priorities.

Successful oversight and management of this contract requires a broad multidisciplinary team-oriented approach to Contractor oversight and encompasses the technical and administrative responsibilities in overseeing the Contractor's performance. Contract management involves those activities performed by the entire Contract Management Team (project/program management, technical, legal, contracting and financial officials, federal safeguards and security director, etc.) after contract award to ensure contract requirements are met.

This CMP describes the processes that SR and SRSO will utilize to ensure that the terms and conditions of the M&O contract are met by the Contractor and DOE. The processes addressed are those necessary to ensure that 1) SR and SRSO employees fulfill the Government's contract management responsibilities; and 2) SR and SRSO employees adequately oversee and document contract performance to ensure requirements and provisions of the contract are met. This 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 SRS M&O contract is required for all SR and SRSO employees.

3.0 Contract Overview

3.1 Contract Summary

The M&O contract is a performance-based contract, subject to the appropriate provisions of the Federal Acquisition Regulations (FAR) and the Department of Energy Acquisition Regulations (DEAR). The Contractor is SRNS, composed of Fluor Federal Services, Inc., Newport News Nuclear, Inc. (a Northrop Grumman company), Honeywell International, Inc., subcontractor teaming partner Lockheed Martin Services, Inc., and small business subcontractor teaming partner Nuclear Fuel Services, Inc. The period of performance for the contract to manage and operate SRS is August 1, 2008, through July 31, 2013, unless terminated earlier as provided by contract Clause I-22, FAR 52.249-6, Termination. The contract transition period is May 1, through July 31, 2008. The total contract value is estimated at \$4,000,000,000 over the five-year term of the contract. The contract is structured as follows:

Section	Description
A	Solicitation, Offer and Award
B	Supplies or Services and Prices/Costs
C	Description/Specification/Work Statement Description of Work and Services
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
Appendices	Description
A	Transition Plan
B	Special Financial Institution Account Agreement for Use with the Payments Cleared Financing Agreement
C	Small Business Subcontracting Plan
D	Key Personnel
E	List B/Applicable DOE Directives and Orders
F	Sensitive Foreign Nationals Control
G	Performance Guarantee Agreement
H	Guidance for Preparation of Diversity Plan
I	Guidance for Preparation of Employee Concerns Program

Appendices	Description
J	Guidance for Preparation of Equal Opportunity Program
K	Supplemental Requirements to Laws, Regulations, and DOE Directives
L	Discretionary Management Positions
M	Guidance for Preparation of Transition Plan
N	Interface Management Plan

The M&O contract is based on the principles of performance-based contracting as implemented for an M&O contract. Key elements of a performance-based contract are clearly stated, outcome-oriented performance measures, focusing on DOE's goals and objectives for SRS. Performance-based contracts emphasize strategic planning, performance goals, and assess outcomes against those goals.

This contract reflects the application of performance-based contracting approaches and techniques which emphasize results and minimize "how to" performance descriptions. The Contractor has the responsibility for total performance under the contract, including determining the specific methods for accomplishing the work effort, performing quality control, and assuming accountability for accomplishing the work under the contract. Accordingly, this contract provides flexibility, within the terms and conditions of the contract, to the Contractor in managing and operating SRS activities.

3.2 Statement of Work Summary

Under this contract, the Contractor shall furnish the necessary personnel, facilities, equipment, materials, supplies, and services (except those provided by the Government) to accomplish the Scope of Work. The Scope of Work is comprehensive in that the Contractor shall perform all necessary technical, operational, and management functions to manage and operate SRS and perform the missions assigned to the Site. This encompasses all on-going SRS missions and activities as well as any new activities or missions that may be assigned during the term of the contract. This contract also includes such areas as infrastructure management and maintenance; human resource management including critical skills recruitment and retention; environmental management and remediation; health, safety and security systems; and, purchasing and other administrative systems.

The list of Government-furnished property (GFP) is maintained in the following recognized integrated databases: the Field Material Tracking System and the Asset Management Information System. Currently, there are over 26,000 line items valued at over \$226M. Additionally, in excess inventory, there are more 29,000 line items valued at over \$12M. In the stores/spare parts inventory, there are over 59,000 line items valued at \$41M. (These numbers do not include commodity and tool control management centers.) Due to the voluminous list of items and the day-to-day changes in the GFP list, it is not practical to include this list in the contract because the CO would be issuing contract modifications on a daily basis in order to maintain a

current GFP list. Therefore, the SR Organizational Property Management Officer will continue to manage GFP via the integrated databases stated herein.

During the transition period, SRNS conducted a joint property inventory with DOE and the out-going contractor and reconciled discrepancies in the inventory records. All inventories have been completed and accepted by SRNS.

This scope of work excludes the Liquid Waste Program, Natural Resources and Forest Management, Cultural Resources Management, and Site Security.

The Contractor shall develop and implement innovative approaches and adopt practices that foster continuous improvement in accomplishing the missions of the Site. DOE expects the Contractor to produce effective and efficient business and technical management structures, systems, and operations that maintain high levels of safety and quality in accomplishing the work required under this contract. The Contractor shall conduct all work in a manner that is fiscally responsible, optimizes productivity, minimizes waste, and fully complies with all applicable laws, regulations, and terms and conditions of the contract.

The Contractor shall use subcontracting (fixed-price is preferred when appropriate) and other innovative methods of accomplishing the Contractor's Scope of Work consistent with the most efficient and effective means of performance. The Contractor shall tailor the application of contract requirements to the work being performed to be cost effective while safely accomplishing all work in a manner that minimizes risk and fully complies with all compliance agreements, pollution abatement programs, and permit requirements (as required by DEAR 970.5204-2 "Laws, Regulations and DOE Directives"). The Contractor shall implement a comprehensive and integrated Contractor assurance system in accordance with DOE Order 226.1, Implementation of Department of Energy Oversight Policy.

Safe performance of work is an integral part of mission accomplishment at SRS and shall be integrated as a core value into all activities. The Contractor shall systematically integrate safety, security, and environmental protection into management and work practices at all levels so that missions are accomplished while protecting the public, the worker, and the environment. This is to be accomplished through effective integration of safety management into all facets of work including planning and execution and a rigorous feedback and improvement process. The Contractor shall use integrated safety management functions to structure all work activities. These functions include: define the Scope of Work; analyze the hazards; develop and implement hazard controls; perform work within controls; and, provide feedback and continuous improvement. These functions are to be applied on a continuous cycle and tailored to the work activity. The Contractor shall implement recommendations from other organizations [such as the Defense Nuclear Facilities Safety Board (DNFSB), and state and federal regulatory agencies] which are accepted by DOE and directed by the Contracting Officer (CO). Compliance with

Environment, Safety and Health (ES&H) requirements is a precondition of operations and the earning of fee.

The Contractor shall integrate and manage the safe and effective operation and maintenance of existing and new facilities under their cognizance at SRS to meet the general management goals and performance objectives of this Scope of Work. The Contractor shall use systems engineering techniques to integrate the resources and activities of SRS. The Contractor is responsible for integrating and executing all work under this contract, including but not limited to, management of its personnel and subcontractors at all tiers. The Contractor shall perform in accordance with the terms and conditions herein provided and in accordance with such direction and instruction which the CO or his/her designated representatives of SR and/or SRSO may provide the Contractor, in writing, in accordance with the clause in Section I entitled, "Technical Direction." All work shall be conducted in accordance with the principles of DOE Order 413.3A, Program and Project Management for the Acquisition of Capital Assets. The Contractor shall use its expertise and best commercial practices and industry standards in all matters pertaining to the performance of this contract consistent with the provisions of the contract and any direction from the CO.

3.2.1 General Performance Expectations

The general management goals and performance objectives for SRS, as contemplated by the Government Performance and Results Act, are outlined in the SRS EM Program Project Execution Plan (PEP), the SRS Ten-Year Site Plan (March 2006), the NNSA-SRSO FY2007 Limited Ten Year Site Plan, and the SRNL Strategic Plan, as revised and updated from time to time. General performance expectations are also defined in this section and in the Work Authorization documents which are incorporated by reference into this contract in accordance with the clause in Section H entitled "Work Authorization System."

This Statement of Work reflects DOE's overarching expectations for Contractor performance. Specific performance work statements and measures, and performance expectations, will be established on an annual or multi-year basis, as appropriate. A Performance Evaluation and Measurement Plan (PEMP) will be established after contract award that defines the performance expectations, incentives, measures, and evaluation processes.

The general performance expectations for the conduct of work under this contract include, but are not limited to:

All work under this Contract shall be conducted in a manner that will assure the safety and health of employees and the public, be protective of the environment, safeguard classified information, and protect special nuclear materials.

The Contractor shall:

- establish and maintain a nuclear safety culture;
- establish and maintain a culture of continuous improvement;
- plan strategically in an environment of changing budgets and technical and regulatory requirements;
- implement an effective integrated safety, environmental, and security management process;
- ensure products and services meet or exceed customer expectations through an integrated and effective Quality Assurance Program;
- use an earned value management system for projects to track progress and increase cost effectiveness;
- maintain and manage to an accurate multi-year performance baseline;
- establish a disciplined approach to integrate, partner with, and/or support other site Contractors;
- establish a culture of scientific inquiry and technical inquisitiveness;
- conduct activities using a project management approach;
- maintain and enhance community, regulatory, and stakeholder relationships;
- maintain scientific and technical expertise and depth to manage activities through the life of a program while maintaining the ability to address emerging mission needs;
- use innovative technologies to reduce costs and improve performance;
- use competition to select subcontractors to provide quality supplies and services to achieve the best value to the government;
- increase cost effectiveness through the use of innovation, commercial practices and industry involvement;
- use benchmarking to compare performance at SRS against best-in-class government and industry organizations and implement improvements;
- implement effective work planning and control and feedback and improvement systems for all activities;
- maintain facilities and assets needed to accomplish assigned missions; and,
- use a disciplined system of management and internal business controls to assure safeguarding of government funds and assets.

3.2.2 Scope of Work – Mission Areas

SRS has three key mission areas. These are: the EM Cleanup Project; operation of the SRNL; and, NNSA activities. The detailed Scopes of Work are found in the Contract, Section C.

EM Cleanup Project: The EM Cleanup Project work includes the following major activities:

- disposition of legacy nuclear materials (including the proposed vitrification of excess plutonium) and spent nuclear fuel in current and planned facilities;
- deactivation and decommissioning of surplus facilities including reactor and ‘canyon’ facilities;
- remediation of waste sites, liquid waste discharge sites, and groundwater;
- operation of solid waste facilities;
- management of site technical, operations, and administrative support programs, to include Environmental Safety and Health (ES&H), nuclear safety, engineering and construction, financial systems, human resources, purchasing, legal, training, emergency management, security, etc.; and
- operation, maintenance, and/or curtailment of site infrastructure and support services, including water, power, sanitary waste, and related miscellaneous systems and services.

SRNL: The SRNL mission includes the following major activities:

- meet the science and technology needs of EM and NNSA programs at SRS;
- support DOE as the EM corporate laboratory;
- apply the results of government and industry-sponsored research and development to national problems; and
- develop/improve regional and national relationships with industry, universities, and state governments to enhance programs at SRNL.

NNSA: The NNSA program includes the following major activities:

- operation of the tritium separations and loading facilities to meet the nuclear weapons stockpile requirements for at least the next 40 years;
- completion of the Plutonium Disposition Program (comprised of the Pit Disassembly and Conversion Facility and the Mixed Oxide Fuel Fabrication Facility) to include the recovery and disposition of surplus weapon-usable plutonium;
- return of foreign research reactor fuel;

- disposition of highly enriched uranium surplus to defense needs; and
- support for the Office of Defense Nuclear Nonproliferation mission to detect, prevent, and reverse the proliferation of weapons of mass destruction, worldwide.

3.3 Identification of Key Contract Management Team Members

Section 4.0, Roles and Responsibilities, identifies the key individuals and/or organizations directly or indirectly responsible for the management, administration and performance oversight of the contract and generally describes the corresponding roles and responsibilities.

3.4 SRNS Key Personnel

The Contractor's key personnel are considered essential to the work being performed under the contract and to the overall success of the contract. The current Contractor key personnel, by position, are:

- Chief Executive (President)
- Laboratory Director
- Executive Vice President, Operations
- Executive Vice President, Programs
- Vice President, Tritium Operations
- Director, Closure Projects and Waste Management
- Director, Nuclear Materials Operations
- Chief Engineer and Nuclear Safety Officer
- General Counsel
- Director, Human Resources
- Director, Site Infrastructure and Project Support
- Director, Environment, Safety, Health and Quality
- Director, Site Interfaces
- Director, Business Services

Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must: (1) Notify the CO reasonably in advance; (2) submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and (3) obtain the CO's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at 48 CFR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify the CO prior to or concurrently with such action.

Unless approved in advance, in writing, by the CO, should any Key Personnel be removed, replaced, or diverted by the Contractor for reasons under the Contractor's

control (other than to maintain satisfactory standards of employee competency, conduct, and integrity under DEAR 970.5203-3 “Contractor's Organization”) within the first two years of performance from the effective date of the contract (SF33, Block 2); or for a replacement Key Person within two years of being placed in the position, the Contractor shall forfeit \$1,000,000 in fee if said Key Person is the Chief Executive or SRNL Director, and \$500,000 in fee for each occurrence with all other Key Personnel.

3.5 Contract Identification

Contractor Name	Savannah River Nuclear Solutions, LLC
Contract Number	DE-AC09-08SR22470
Current period of performance (Base Period)	August 1, 2008 – July 31, 2013
Current contract value	\$4,000,000,000
Contract type	Cost-Plus Award Fee, Performance-Based Management and Operating

4.0 Roles And Responsibilities

The following sections identify key individuals and/or organizations directly or indirectly responsible for the management, administration, and performance oversight of the contract, and generally describe the corresponding roles and responsibilities. In carrying out these responsibilities, the individuals and/or organizations described below will work together as a team to ensure the consistent dissemination of information or direction to the Contractor in accordance with DOE and Site requirements. The functions, responsibilities, and authorities for each SR organization are defined in the DOE-SR Functions, Responsibilities, and Authorities Procedure in the Human Capital Management Systems Manual.

4.1 Head of the Contracting Activity (HCA)

The EM Deputy Assistant Secretary for Acquisition and Project Management (EM-50) has been designated as the HCA. The HCA has full contracting authority for the management and operation of SRS. The HCA re-delegated fee-determining responsibilities, as well as other select responsibilities, to the SR Manager by memo dated December 4, 2007.

4.2 SR Contracting Officers

SR Contracting Officers are assigned to the SR Office of Acquisition Management and are responsible for:

- (1) Assisting the SR Manager in management and oversight of all aspects of the Contract;

- (2) Administering the Contract and effecting those actions requiring a CO signature as may be required and within the delegated limits of their Certificates of Appointment;
- (3) Approving award fee and incentive payments;
- (4) Maintaining the HCA's records of the Contractor's performance; and
- (5) Obtaining HQ Business Clearance approvals as required.

4.3 NNSA Contracting Officers

NNSA Contracting Officers assigned to the NNSA-SRSO may, at NNSA's sole discretion, execute any contractual action authorized under the terms of the Contract which is exclusive to the NNSA mission and does not impact the EM mission under the terms of this Contract. DOE-SR and NNSA Contracting Officers will continue to operate under the mutual understanding that day-to-day administration of the Contract will be managed by the DOE-SR Contracting Officers with full coordination and cooperation between the SR and NNSA Contracting officers on actions involving the overall Contract. With respect to NNSA incentives, the NNSA Contracting Officers will coordinate fee determinations and fee reductions with the SR Office of Acquisition Management. NNSA Contracting Officers may also assist SR in the administration of the Contract by processing/approving NNSA-related actions as selected by NNSA. (Reference: SVA-MOA-002, Landlord Tenant Service Agreement between DOE-SR and NNSA-SRSO).

4.4 Contracting Officer Representatives (COR)

Certain DOE-SR and NNSA personnel have been officially appointed as CORs under the clause in Section I entitled, Technical Direction. A copy of each individual's appointment letter, including the authorities and limitations of authority, has been provided to the Contractor.

4.5 SR Manager/Deputy Managers/Assistant Managers/NNSA-SRSO Manager

SR Manager, Deputy Managers, Assistant Managers, and NNSA-SRSO Manager have been designated in writing as CORs. The primary responsibility for technical oversight and administration of the Contract rests with the CORs, who are supported by the DOE-SR and NNSA-SRSO staff. The CORs' duties include continuous monitoring of the Contractor's performance against the performance requirements and expectations defined in the Contract and the incentives. If any aspect of performance is considered "Less Than Acceptable," a written notice to the Contractor signed by an officially appointed COR is to be provided to the Contractor requesting a response and/or corrective action, as appropriate.

4.6 DOE-SR and NNSA Staff Members

SR Manual 300.1.1A, Chapter 1, SR Functions, Responsibilities and Authorities Procedure, delegates specific authorities to individuals assigned to DOE-SR and NNSA positions to approve or disapprove certain actions by the Contractor under the terms of the Contract. The delegated officials are authorized to act within the stated limits of the delegation. Actions taken by these individuals under these delegations do not constitute performance/technical direction as that term is defined in the clause in Section I entitled, Technical Direction. The delegations provide the individuals the authority to exercise discretion as to whether or not to approve requests submitted by the Contractor on matters under their cognizance. If at any time the Contractor believes any such action constitutes Technical Direction, the Contractor is required to elevate the issue to a duly appointed COR.

4.7 Facility Representative (FR)

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. The roles and responsibilities of FRs at SR are defined in Savannah River Operations Office Implementing Procedures (SRIP) – 400 Work Processes, Chapter 430.1, *DOE-SR Facility Representative Program*. In order to fulfill the responsibilities of FRs as delineated in DOE M 231.1-2 and DOE Order 5480.19, this individual shall 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.

4.8 Federal Project Directors (FPDs)

The FPDs are responsible for successful project planning, execution, and completion. 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. The roles and responsibilities of Federal Project Directors at SR are defined in SR Manual 410.1.1, Project Management Manual. The Project Manager Career Development Program is specified within DOE Order 361.1A. Formal direction to the Contractor, however, shall be made by a duly appointed COR or CO. FPDs will be appointed CORs when they meet the training requirements delineated in DOE Order 361.1B.

Additionally, 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. The Contractor is responsible for managing risks identified as being within the contractor's performance baseline. 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.

4.9 Organizational Property Management Officer (OPMO)

The OPMO has the authority to plan, acquire, control, manage and dispose of personal property in the custody of the DOE facilities; inform employees of their responsibility for the protection of Government property in their possession and liability for loss, damage, destruction or unauthorized use; and conduct continuous oversight and periodic Management Reviews. The OPMO will provide approvals and recommendations for personal property related actions to the CO.

4.10 DOE-IG

The DOE-IG is responsible for performing contract audits for the M&O contract, and audit support for SRS subcontracts. These services are provided in connection with administration, settlement, and closeout of the prime contract and subcontracts.

5.0 Communication with the Contractor

Since there are varying degrees of contract authority, both **formal** and **informal** communication protocols have to be carefully followed by all parties to prevent the misapplication of contract effort and direction.

5.1 Formal Communications with SRNS

Formal communications occur between individuals who are authorized to represent the contracting parties. For this contract, these individuals are the HCA (EM-50), the CO(s), and any designated COR(s). Formal communications consist of documents from the CO on contract administration matters and letters of technical direction from the CO and/or the CORs. Formal direction given orally shall be confirmed in writing. No official letters of direction may be issued to the Contractor other than by the CO and/or CORs.

All formal written correspondence to the Contractor should include the contract number within the subject line. Correspondence shall include the following statement, where applicable – “The Government considers this action to be within the scope of the existing contract and therefore, the action does not involve or authorize any delay in delivery or additional cost to the Government, either direct or indirect”.

The CO must receive a copy of all correspondence to the Contractor (e.g., technical direction by the COR) when issued. Only the CO has the authority to interpret the contract terms and conditions or make changes to the contract. A list of SR’s COs is available on the DOE X drive. The Contractor has received a copy of the written

COR designation from the CO. It specifies the extent of the COR's authority to act on behalf of the CO.

To ensure correspondence control, all formal correspondence should be addressed to the Contractor's local principal executive, and cite the contract number and applicable contract clause and/or GFSI item number in the letter's subject line. Formal communication from the Contractor must be entered in the formal contract correspondence tracking system with commitments appropriately assigned and tracked for timely completion.

5.2 Contracting Officer Correspondence

Pursuant to the Changes clause of the contract (DEAR 970.5243-1), the CO, and **only** the CO, has the unilateral authority to issue to the Contractor written directions within the general scope of this contract requiring additional work or directing omission of, or variation in, work covered by this contract. The Contractor is required to comply with the direction. However, if the Contractor believes such direction results in a material change in the amount or character of the work described in the "Statement of Work," the Contractor's recourse is to request an equitable adjustment of the fee. If an equitable adjustment cannot be reached, the Contractor can initiate the Disputes process set forth in the Contract Clause entitled, FAR 52.233-1 DISPUTES.

As a matter of policy, the SR Manager has determined the Changes clause authority will be selectively used. Therefore, all letters prepared for the SR Contracting Officers, should contain the following technical direction disclaimer:

"The action directed herein is considered to be within the scope of work of the existing contract. If the Contractor considers that carrying out this direction will increase contract costs or delay any delivery, the Contractor shall promptly notify me orally, confirming and explaining the notification in writing as soon as possible, but within no more than five (5) working days. Following oral notification and submission of the written notice of impacts, the Contractor shall await further direction from me."

If the CO, who is to sign the correspondence, determines that the situation warrants use of the Changes clause authority, the above paragraph will be deleted from the letter.

Any letter prepared for a Contracting Officer's signature, when that person is exercising delegated contracting officer authority, must bear the signature block of the person signing the letter as well as the title, Contracting Officer.

Letters to be signed by a contracting officer must be signed by the individual whose name is typed in the signature block and shall not be signed by anyone else.

5.3 Contracting Officer's Representative Correspondence

All COR Technical direction letters to the Contractor are to contain the following paragraph as the last in the letter:

“The action taken herein is considered to be within the scope of work of the existing contract and does not authorize the Contractor to incur any additional costs or delay delivery to the Government. If the Contractor considers that carrying out this action will increase contract costs, delay any delivery, or require the submission of a baseline change proposal, the Contractor shall not implement this technical direction and shall promptly notify the Contracting Officer’s Representative orally, confirming and explaining the notification in writing to the Contracting Officer within five (5) working days. Following submission of the written impact analysis, the Contractor shall await further direction from the Contracting Officer. If the Contractor accepts the direction contained herein, then the Contractor waives any right to an equitable adjustment under the Contract arising from the technical direction.”

5.4 Technical Direction

Technical Direction shall be issued in accordance with the requirements set forth in Clause I.31 DEAR 952.242-70 Technical Direction (DEC 2000), of the M&O contract. Clause I.31 is supplemented by provision H-30 “Performance/Technical Direction.” Technical direction is issued by the CO/CORs in executing their respective areas of responsibility. Technical direction must be within the scope of the SOW as stated in the contract, and is primarily issued in writing. Non-COR DOE-SR federal employees as well as non-SRO individuals or organizations cannot give technical direction without appropriate delegation from the CO.

The term “technical direction” is defined to include, without limitation:

- (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual Statement of Work.
- (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

5.5 Informal Communications with SRNS

Informal communications can occur between any DOE-SRS federal employee and any Contractor employee. This type of communication is non-binding for both the

Government and Contractor and does not constitute contract direction. Informal communication can take the form of electronic mail, retrievable databases, memorandum, telephone, facsimile, presentations, meetings, and any other means.

Informal communications are encouraged and expected from DOE-SRS federal employees in performance of their oversight responsibilities with the Contractor. In their informal communications, DOE-SR staff needs to avoid the impression that the communications are formal. Particularly, when CORs, DOE FRs, and DOE Project Managers (PMs) are engaging in informal communications, they must be careful to identify those communications as non-binding. CORs, FRs, and PMs should inform the Contractor as to whether or not the communications are formal or informal, and the Contractor should inquire to determine if the communication is formal direction.

5.6 Non-SRS Communication

The Contractor will be required to communicate to other than DOE-SR and NNSA-SRSO employees and parties in conjunction with its responsibilities and work scope. The following parties, though not limited to, are most likely to be involved: DOE-HQ; other Federal Government Agencies and offices including the Environmental Protection Agency and Government Accountability Office (GAO); State and local community government representatives; other SRS Contractors, the DNFSB, stakeholder groups, media, and the general public. Because these entities are outside of the contractual relationship for this contract, they are limited to informal communications only. They may not provide direction to the Contractor or issue any changes to scope or terms and conditions of the contract. It is expected, however, that these other sources of communication and interactions will be fully coordinated and/or monitored by the responsible DOE-SR project and communications staff and/or the CO or COR.

Note: DOE has the responsibility for setting the tone and timing for interactions with press (news media); and any proposed communication with reporters needs to be coordinated with, and approved by, DOE-SR communications staff in the Office of External Affairs. Such communication includes proposed news releases, interviews, site tours by reporters, etc. Similarly, responses to Members of Congress and their staffs are to be coordinated through DOE-SR communications staff.

6.0 Contract Management Processes

6.1 Severable Activities

The following areas of consideration have been identified as defined, severable work activities within the M&O contract structure to be positioned to be responsive to any future direction of severance from the M&O contract: Tritium Operations and SRNL.

6.2 Withdrawal of Work Process

In accordance with the clause entitled “Withdrawal of Work,” the CO may withdraw work from the SOW during the course of the contract at any time. Areas under consideration for withdrawal are identified in Section C of the contract.

6.3 Laws, Regulations, and DOE Directives

The contract clause entitled DEAR 970.5204-2 Laws, Regulations, and DOE Directives (I.38) indicates that the Contractor must comply with the requirements of applicable Federal, State, and local laws and regulations unless relief has been granted in writing by the appropriate regulatory agency. Regardless of the performer of work, the Contractor is responsible for compliance with the requirements of the contract clause entitled DEAR 970.5204-2 Laws, Regulations, and DOE Directives (I.38) for work under this contract. The Contractor is responsible for flowing down the requirements to subcontracts at any tier to the extent necessary to ensure the Contractor’s compliance with the requirements.

The ES&H requirements under this contract are synonymous with those found in the site Standards/Requirements Identification Document (S/RID). The S/RID, and superseding versions thereof, are hereby incorporated by reference. The roles and responsibilities of DOE-SR and NNSA personnel in reviewing, processing, and approving Contractor activities and documentation associated with S/RID development, implementation, and revision are defined in SRIP 200 Information and Analysis, Chapter 251.2, *Oversight of Contractor Standards/Requirements Identification Document Activities*.

Pursuant to the clause in Section I entitled, DEAR 970.5204-2 “Laws, Regulations, and DOE Directives,” the Contractor shall adhere to the ES&H requirements compliance process delineated in the S/RID. For requirements other than ES&H, the Contractor shall adhere to the existing DOE directive requirements that are the basis for established procedures and programs until authorized approvals are obtained to deviate from established requirements. The S/RID, and superseding versions thereof, are hereby incorporated by reference.

The CO, or designated representative, may, from time to time via issuance of a Contract Administration Notice (CAN) or other means, update the ES&H requirements and non-ES&H requirements as contained in the approved S/RID.

6.4 Environment, Safety, and Health

The Contractor shall conduct a comprehensive ES&H program that provides for the protection of workers, the public, and the environment. The Contractor shall include provisions for the protection of human health and safety and the environment in all activities for which it has contractual responsibilities. The Contractor shall implement and continuously improve the existing ES&H program and shall conduct its activities in full compliance with ES&H requirements per the contract clauses entitled Environment, Safety and Health (H-16), DEAR 970.5204-2 Laws,

Regulations, and DOE Directives (I.38), and Integration of Environment, Safety and Health into Work Planning and Execution (Section I). The Contractor shall include, as a minimum, the following disciplines as part of its ES&H program:

- Nuclear safety (including criticality safety);
- Occupational, industrial, and construction safety;
- Industrial hygiene;
- Quality Assurance;
- Radiation protection;
- Hazardous material management;
- Environmental Management System;
- Environmental permitting and compliance (including NEPA);
- Environmental monitoring;
- Pollution prevention and waste minimization;
- Technical training and qualification;
- Conduct of operations and occurrence reporting; and
- Radiological assistance and/or support for emergency response.

As part of its overall performance assurance program, the Contractor shall implement a sitewide ES&H program, including the assumption, management, improvement, and integration of an Integrated Safety Management System (ISMS), that not only covers the Contractor's organizations but also other organizations performing work for the Contractor via subcontracts and other agreements at SRS. The Contractor shall manage the overall site ES&H program which shall be followed by all site Contractors, subcontractors, vendors, and suppliers, as required by their individual contracts or agreements; however, the Contractor shall only be responsible for compliance of its operations and those of its subcontractors and not responsible for the performance or compliance of other contracts over which it possesses no direct contractual relationship. In managing the Site ES&H program, the Contractor shall work with and coordinate with other Site organizations and Contractors to ensure consistent programs are implemented at SRS to realize efficiencies and cost savings for the overall Site. The Contractor shall provide appropriate support, as needed, in emergency situations. The Contractor shall also provide ES&H support to others when directed by DOE; this may include activities such as onsite and offsite environmental analysis and assisting in the preparation of required regulatory information.

The Contractor shall implement and maintain a set of requirements to ensure the protection of human health and safety and the environment. In the event the Contractor becomes out of compliance, appropriate action to protect human health and safety and the environment shall be taken until compliance is reestablished. When activities are not in compliance with appropriate requirements, the Contractor shall accept notices of violations or fines in accordance with the provisions of the contract clause entitled Contractor Acceptance of Notices of Violations/Fines and Penalties (H-8). Although the Contractor shall not be responsible for ES&H compliance of other site Contractors with which it does not possess a direct

contractual relationship, the Contractor shall report to DOE any known or suspected performance of other site Contractors which is not in compliance with the site ES&H program requirements. The Contractor shall work effectively with other site Contractors, subcontractors, and external organizations (e.g., the DNFSB, South Carolina Department of Health and Environmental Control, Environmental Protection Agency) to maintain and improve ES&H performance at SRS. The Contractor shall ensure ES&H excellence in their subcontractor performance and flow-down of all applicable requirements to their subcontractors. The Contractor shall consider ES&H performance as an evaluation factor in the selection of subcontractors performing work in Government owned or leased facilities.

The Contractor shall periodically evaluate the site ES&H program for effectiveness by using management and independent assessments, monitor ES&H performance continuously by the use of ES&H performance indicators, and effect continued ES&H improvement in a cost-effective manner. The Contractor shall use these tools and others identified in its Contractor assurance system in the implementation of DOE Order 226.1, Implementation of Department of Energy Oversight Policy.

As indicated by the clause Environment, Safety, and Health (H-16), the Contractor shall comply with the existing System Description Document created by the predecessor Contractor in accordance with the Section I clause entitled Integration of Environment, Safety, and Health into Work Planning and Execution. The Contractor shall submit an update to the existing ISMS Description Document within 120 days of contract award and thereafter each year on September 1, for the following fiscal year. Any changes to the ISMS Description Document after the CO's or designee's initial approval, shall be approved by the CO or designee.

The initial update of the ISMS Description Document shall include any revisions to those ES&H Plans/Programs (i.e., Quality Assurance Plan, Radiation Protection Plan, Worker Safety and Health Program, Environmental Management System, etc.) approved by DOE as required by the clause DEAR 970.5204-2 Laws, Regulations, and DOE Directives (I.38).

The Contractor shall maintain and enhance a formal Quality Assurance Program approved by DOE as required by the clause entitled, DEAR 970.5204-2 Laws, Regulations, and DOE Directives (I.38). Any subcontracts in support of the Contractor's work shall require subcontractors to comply with applicable elements of the Contractor's approved Quality Assurance Program or the subcontractor's program(s) as approved by the Contractor.

As part of the overall Site ES&H program, the Contractor shall be responsible for implementing a program that will ensure that nuclear safety requirements are implemented consistently across SRS and for periodically evaluating the program's effectiveness. The Contractor shall comply with 10 CFR 830 which includes the safety basis and quality assurance requirements for Contractors and operators of Hazard Category 1, 2, and 3 DOE nuclear facilities to develop and maintain a safety

basis and to perform work in accordance with the safety basis. The major components of the safety basis for a nuclear facility include the Documented Safety Analysis, the Technical Safety Requirements, and an Unreviewed Safety Question process.

The Contractor shall ensure that facilities that contain many different types of hazards are addressed in a systematic and integrated way. A hazardous facility's safety basis is its specific safety strategy. The Contractor shall operate facilities in accordance with the DOE approved safety basis.

The contract establishes the agreed-upon safety requirements and other operating parameters for the site-wide operations covered by the contract, except with respect to facilities/activities for which separate Authorization Agreements (AAs) are necessary. AAs are used to establish, document, and control the safety requirements and other parameters for Category 2 nuclear facilities and other facilities as directed by the CO to ensure adequate protection of the workers, the public, and the environment. Updates and changes to any approved AAs shall be subject to CO approval.

6.5 Contract Modifications

The terms and conditions of the contract will require changes and/or updating from time to time, which will constitute the need for a modification to the contract. The CO must issue any modifications to the contract. A modification can be administrative (unilateral), can be authorized by contract, such as by a change order (unilateral or bilateral), or can be a supplemental agreement (bilateral). The regulations governing contract modifications are found within FAR Part 43. Some examples of actions requiring such modifications are changes to FAR or DEAR clauses, costs, the SOW, changes to the listing of applicable DOE directives or alternative procedures, standards, systems of oversight, or assessment mechanisms, and incorporation of new performance plans and/or fees.

6.6 Project Change Control Process

Changes to the project baseline are controlled through formal change control.

EM work scope at SR is defined by the following baselines:

- Line item and capital projects
- Lifecycle baseline reflected in Performance Management Plan

Each project baseline change is managed by the respective federal project manager (FPD) and his integrated project team (IPT) utilizing change control process. However, implementation of the management and control system ensures appropriate integration of these baseline changes. SR and the site contractors have established configuration control boards (CCB) that have been assigned levels of approval

authority based on change thresholds and/or contractual authority. This approach ensures that changes can be addressed rapidly without compromising control.

Line item, capital, and PBS projects follow a change control process defined in DOE Order 413.3A, Project Management for the Acquisition of Capital Assets, and SRM 410.1.1D, SR Project Management Manual (PMM). If a baseline change proposal will result in a change to the PBS within which the line item or capital project resides, the baseline change proposal must be approved by the CCB.

DOE-SR maintains a CCB to ensure the proper definition, coordination, evaluation, and disposition of proposed changes to the Savannah River Site Contract Performance Baseline, and EM program elements under the configuration control of the Environmental Management Acquisition Advisory Board (EMAAB).

Changes that impact EM program elements will be processed through the EMAAB for approval by the Acquisition Executive.

The CO is a member of the CCB. During review of a project change request, a determination is made as to whether a contract change is required.

If a contract change is not required and the CCB approves the project change request, a letter approving the change is transmitted to the contractor.

If a contract change is required and the CCB approves the project change request, a letter approving the request is transmitted to the FPD advising him to initiate a contract modification with the CO.

6.7 Contract Change Control Process

If changes are determined to be urgent in nature, the CO may issue an Un-definitized Contract Action (UCA) or unilateral change order via an SF 30 which shall include a Not To Exceed (NTE) limit on costs incurred prior to price agreement and a definitization schedule laying out when the Contractor is required to submit their proposal and when the negotiation of the change is anticipated to be completed. To the maximum extent practicable, all changes shall be definitized within 180 days. The NTE amount should be sufficient to allow the contractor to plan/re-plan the work, prepare detailed cost and schedule estimates, and if necessary, initiate new long lead procurements, fund subcontract and supplier initial costs, and reopen the design process. The contractor may request additional funding if other initial activities are needed. The IPT will follow the same process described above upon receipt of the contractor's proposal.

It is DOE-SR policy that contract change orders and requests for equitable adjustment will be negotiated in a timely fashion in accordance with the requirements of FAR and DEAR, and no later than 180 days after issuance of a request for contract change proposal.

If the changes are determined not to be urgent in nature, the FPD shall prepare an interoffice memo to the CO stating the necessity for change; justification for change; and include an Independent Government Estimate (IGE) and schedule impact. If possible, the IGE shall address the impact of the original planned method of performance and effect on continued performance. The CO will confer with the FPD and other members of the IPT to determine the recommended path forward and validate proposed Changes that are considered to be outside the current contract scope. Once authorized, the CO will issue the contractor a request for proposal. Upon receipt of the proposal, the IPT will perform a technical and cost/price evaluation, providing their results to the CO for development of the Government's pre-negotiation objective. Upon completion of negotiations (if required) the CO will issue an SF 30 incorporating the negotiated changes.

The contractor's contract price includes the contractor's performance measurement baseline (PMB), fee and management reserve.

Changes to the contractor's PMB or receipt of a revised baseline from the contractor, does not constitute a contract change or a change proposal. COs are not authorized to modify a contract's estimated cost and fee/price or contractually-required delivery dates/schedules based on a contractor's initial or revised PMB, even if the baseline has been validated by DOE's Office of Engineering and Construction Management. In addition, a validated contractor PMB does not remove the CO's responsibility for evaluating and negotiating outstanding contract changes and requests for equitable adjustment (REAs), even if the contractor may have accounted for these items in the revised baseline.

Changes to the performance measurement baseline that impact the contract cost, contract price, contract schedule, and/or SOW require identification and require resolution through the CO via modification.

6.8 Review of Contractor's Requests for Equitable Adjustments (REA)

The Changes clause of the contract requires the REAs be submitted to the CO within 30 days of the event/occurrence or knowledge thereof. Even though an event/occurrence may arise, depending upon the issue and impacts, it may or may not result in an equitable adjustment under the Contract. The Contractor may only be entitled to an equitable adjustment if they can demonstrate a material impact on performance occurred as a result of the event or occurrence.

6.9 Payment for Work Performed

A special payments-cleared financing arrangement is used by the Contractor for allowable costs and fee associated with the work performed. Funds are provided by the Federal Reserve Bank through a Banking Agreement (Section J, Appendix B) to cover the Contractor's costs. Annually the Contractor certifies a Statement of Costs

Incurred and Claimed as set forth within the contract clause I.51, 970.5232-2, "Payments and Advances."

6.10 Contractor Litigation Management

DOE established regulations covering contractor legal management requirements. Reasonable litigation and other legal expenses are allowable when incurred in accordance with the DOE approved Contractor legal management procedures (including cost guidelines) as such procedures may be revised from time to time, and if not otherwise made unallowable by law or the provisions of this contract.

The SR Chief Counsel is the authorized designee of the Contractor's Management of Litigation Procedures plan.

6.11 Disputes

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C 601-613). Except as provided in the Act, all disputes arising under or related to this contract shall be resolved under the clause entitled FAR 52.233-1 DISPUTES (JULY 2002) Alternate I (DEC 1991) incorporated by reference. However, it is the Government's policy to try to resolve all contractual issues by mutual agreement at the CO's level, without litigation. Both SR and the Contractor are to explore all reasonable avenues for a negotiated settlement in order to avoid disputes. When all possibilities for negotiation have failed, SR and the Contractor will, where appropriate, endeavor to move the potential dispute to Alternate Disputes Resolution (ADR) as called for within the contract clause FAR 52.233-1 DISPUTES (JULY 2002) Alternate I (DEC 1991). Should the Contractor refuse an offer for ADR, the Contractor must provide the CO, in writing, the specific reasons for rejecting the offer. Should DOE or the Contractor be unable to satisfactorily resolve the dispute using ADR or cannot agree on its application, they shall resume the formal process authorized in the contract clause FAR 52.233-1 DISPUTES (JULY 2002) Alternate I (DEC 1991). The CO shall be informed of any pending dispute no matter what stage of resolution it is in.

6.12 Termination

Terminations, partial or complete, may become necessary at some point during the contract period of performance. The contract includes clause I.22, 52.249-6, "Termination (Cost Reimbursement)," which provides the essential framework. Terminations can either be for convenience of the Government, or a consequence of the Contractor's default of the contract.

6.13 Closeout

Once the contract is completed, SR and the Contractor will enter into the closeout phase. This formal process establishes the final conditions surrounding the

Contractor's performance of the contract. Contract closeout will conform to the requirements of FAR 4.804, Closeout of Contract Files.

Pursuant to Chapter 42.4 of the DOE Acquisition Guide, the contract will be closed out within 20 months of the month in which the CO receives evidence of physical completion, unless there are circumstances involving litigation or appeal; outstanding audit or financial issues; or in the case of termination, actions required under FAR Part 49 that are incomplete. In these cases, the issue(s) must be resolved prior to closeout, regardless of the applicable time standard. The CO will initiate closeout of the contract after receiving an Acceptance of Work from the COR. The Acceptance of Work signifies official acceptance of deliverables and other reporting requirements on behalf of the Government. The CO will utilize the templet included in the Guide (Contract Close Out Checklist for Contracts Requiring Settlement of Indirect Cost Rates) to close out the contract.

6.14 Proposed Settlement of Costs for Post-Contract Liabilities

Post-contract liabilities include site pension and retiree medical expenses. The contractor is tasked with prudently managing these benefits and it is DOE's policy that, to the greatest extent possible, no new employees are added to the pool of employees eligible for these post-contract benefits. Since completion of all site work will extend beyond the performance period of the contract, management of these programs will be transferred to successor contractor(s).

6.15 Past Performance Reporting Requirements

The Contractor Performance Assessment Report (CPAR) is an annual assessment of contractor performance and is based on objective facts supported by performance assessment and management data. The reports are used to provide past performance information to acquisition professionals for use in future acquisitions. Performance documentation is entered into an electronic performance report for each contract that has a total contract value exceeding \$1 Million. The system utilized by DOE for collecting past performance information is the Contractor Performance System (CPS) maintained by the National Institute of Health (NIH) (<http://cps.od.nih.gov/>). Information input into CPS is then centrally filed in the Past Performance Information Retrieval System (PPIRS) (<http://www.ppirs.gov/>). An annual report will be documented until the close of the contract.

The assessment of the Contractor's Past Performance is the joint responsibility of the SR IPT; however, specific areas required to be completed must be accomplished by IPT personnel with specific knowledge. Technical members of the IPT will assess the following areas: Quality of Product, Schedule, and Management. The CO will assess Business Relations and Cost. Performance narratives and associated ratings are provided NLT 120 days following the end of each FY performance period.

The CO will review the report, narratives and ratings. If the ratings are not supported by the narrative, the report will be sent back to the IPT technical members for further

justification. When the ratings and narratives are considered satisfactory, the CO will forward the report to the contractor for a 30 day review period.

The contractor will review and provide comments and return the report to the CO. If the contractor accepts the report, the CO will close out the report. If the contractor disputes the report, the CO must forward the information to the Director, Contracts Management Division (CMD) for resolution.

The Director will review the contractor dispute with the CO and the IPT technical staff that wrote the report. The Director will make the decision to either change the report or leave the report as written and close it out. The report will not go back to the contractor for any further reviews.

6.16 Contractor Employee Claims System

Claims submitted by the contractor's employees are monitored and managed in accordance with Contract Clause I.148, DEAR 970.5228-1 Insurance-Litigation and Claims, and the DOE-approved Contractor's Litigation Management Plan. The CO with the assistance of the SR Chief Counsel and the SR Contractor Human Resources Specialist, if applicable, ensure that the contractor conducts expedient reporting and processing of claims in accordance with Contract Clause I.148 and the Contractor's Litigation Management Plan.

Additionally, the contractor will manage other employee concerns in accordance with its DOE-approved Employee Concerns Program required by Section H-15 of the contract.

7.0 Performance-Based Management and Oversight

7.1 Interface Management

DOE prime Contractors routinely provide or receive services from other Contractors. With an increase in the number of DOE prime Contractors at SRS as a result of implementation of DOE's acquisition strategy, managing the myriad of interfaces will be critical to safe and successful operations.

The final RFP for the selection of a successor M&O Contractor at SRS contained specific instructions on interfaces. Within 60 days after the start of contract transition, the new M&O Contractor developed, for CO approval, an SRS Interface Management Plan (IMP) to identify and manage all site interfaces and to provide site landlord services to DOE, NNSA, DOE/NNSA Contractors, and tenant entities engaged in onsite activities. This IMP will become part of the contract as Section J, Appendix N. The Plan will also incorporate Contractors and subcontractors to these entities, as directed by the CO.

DOE and NNSA's Roles in Interface Management

SR and SRSO play critical roles in the interface process as members of the Executive Management Team and ultimately resolving any interface or priority issues that cannot be resolved at lower levels. SR and SRSO must concur with any changes made to directives, policies, procedures, and manuals that affect the authorization basis, safety analysis, safety documentation, or safety-class procedures associated with work performed under this contract at SRS. SR and SRSO are also represented on the Integrated Project Team for Interface Management that is responsible for defining interface points between SR and its Contractors, which will allow DOE to perform its oversight role effectively and ensure that its Contractors are providing the requisite services.

DOE will dedicate resources to verify that interface management and interface control activities, led by the M&O Contractor, are the result of collaborative efforts on the part of all Contractors that perform work at SRS to define system boundary and interfacing systems, document system boundaries and interfacing systems, and define interface functions and requirements. In addition to verifying that all required documentation is in place, DOE will resolve disputes between/among Contractors.

The DOE prime Contractors will provide or receive services from other Contractors and ensure that deliverables, including Government-Furnished Services and Items (GFSI), are identified and documented. The GFSI for the M&O Contract will be documented in the Performance Evaluation and Measurement Plan and incorporated in relevant project schedules. The Interface Management IPT will verify when the M&O Contractor requests services from another Contractor; that they provide specifications, requirements, hazard information, quality assurance, technical, safety, and environmental requirements for the work to be performed. Contractors requesting services from the M&O Contractor are responsible for oversight of requirements related to the specific work task(s) to ensure that the performing Contractor delivers a product or service that will meet the requirements of the requesting Contractor. DOE is responsible for the oversight of the individual DOE prime Contractors and ensuring that they meet the requirements for delivery of services. The performing Contractor is expected to consult DOE whenever requirements conflict with, or are greater than, its own baseline requirements.

7.2 Performance Evaluation Process

The DOE-SR procedures for assessing contracting performance are described in the 'Integrated Performance Assurance Manual,' SR Manual (SRM) 226.1.1. The intent of the oversight processes described in the manual is to assure Contractor compliance with contract requirements, provide for timely identification and correction of deficient conditions, verify effectiveness of completed corrective actions, and pursue excellence through continued improvement. Additionally, this manual is intended to assist DOE-SR in implementing the DOE-SR Contractor Oversight System (a management framework of related processes to determine whether Federal and

Contractor assurance programs are performing effectively and/or complying with DOE requirements).

The DOE-SR Contractor Oversight System is founded on an integrated management system. SRM 226.1.1 describes processes that comprise the Contractor Oversight System, which enables DOE to: (1) clearly communicate requirements and expectations to Contractors; (2) assess the quality, effectiveness, and efficiency of Contractor assurance systems and resulting work products in complying with contract requirements; (3) effect continuous improvement in Contractors' operations; and (4) enhance the effectiveness of DOE-SR oversight of Contractor performance.

The DOE-SR Contractor Oversight System provides DOE-SR management the information needed to make informed decisions regarding both Contractor and DOE-SR performance and to determine whether program corrections are necessary. Communicating requirements and expectations to the Contractor is an essential component in the DOE-SR Contractor Oversight System. Requirements and expectations are communicated through the Statement of Work, special clauses, contract modifications, and through "Technical Direction" by the CO or CORs.

SRM 226.1.1 provides detailed requirements for standardized scheduling, planning, conducting, reporting, and follow-up and closure activities for Type 1, 2, and 3 Assessments. Assessments are designed to provide managers with meaningful, accurate, and current information on the status of program compliance, productivity, and quality. Use of standardized assessment methods is a key feature of DOE-SR performance assurance.

In accordance with DOE Order 226.1, SR also utilizes Independent and Self-Assessments to determine the effectiveness of DOE-SR assessment of the implementation of Contractor assurance systems for environment, safety, and health; safeguards and security; emergency management; cyber security; and business practices systems and their sub elements. Results from these independent and self-assessments in addition to external assessments provide insight into areas where improvements in DOE-SR Contractor oversight can be made. The end result is a management system that regularly assesses performance, assures comprehensive corrective action, and provides continuous improvement by identifying, correcting, and preventing problems that hinder the achievement of site missions.

7.3 Methods of Contract Performance Oversight

Administration and monitoring of the contract will be in accordance with the contract terms and conditions which include, but are not limited to, the oversight required under FAR Subchapter G — Contract Management (FAR Parts 42-51) and the DEAR.

The degree and depth of inspections must be commensurate with the services being provided. In the purest form the Government identifies its exact requirements, the

Contractor executes those requirements and the Government “inspects and accepts” the Contractor’s output. The reason for employing a cost reimbursement contract is that the work conditions cannot be described with such specificity to use a form of fixed-price contract. Therefore, although the requirements are generally described, in many cases understandings, agreements and interpretations of requirements must be reached during the course of performance. Achieving the mission objectives is a mutually beneficial goal for the Contractor and Government that can be facilitated by free and open exchange of information and discussion of performance issues as well as the full cooperation of both parties. This free and open exchange process relieves neither party of its responsibilities under the contract but facilitates the achievement of the mutual goal of mission achievement. The Contractor is expected to openly discuss plans for changing processes and procedures with its DOE/NNSA counterparts, not for Government approval but to ensure the Government has a full understanding of what is transpiring on the site. Full and open communication promotes mutual trust and respect that facilitates the achievement of mission objectives.

Interactions with DOE-SR and NNSA staff on a daily basis are to be expected by the Contractor. Section E of the contract, the clause entitled, Inspection of Services — Cost Reimbursement, provides that the Government has the right to:

“Inspect and test all services called for by the contract, to the extent practicable at all places and times during the term of the Contract.” This inspection authority cannot be abused. The Clause also states: “The Government shall perform inspections and tests in a manner that will not unduly delay the work.” There must be a careful balancing of the Government’s rights to ensure the products/services being provided are in compliance with the contract versus “over inspection” which can result in interference with the Contractor’s rights to perform. It is imperative that inspections be accomplished in this manner. Inspections are expected to be as thorough as necessary under the given circumstances and conducted in a professional manner, without unduly interrupting or delaying performance of the work.

1. The DOE-SR and NNSA senior management personnel are responsible for ensuring inspections are conducted by trained and qualified Federal staff in their specific areas of responsibility. The Contractor’s performance is to be evaluated against the performance standards set forth in the Statement of Work, incentives and all other applicable standards and requirements, including, but not limited to adherence to generally accepted standards of practice and Standard Operating Procedures (SOPs).
2. Copies of all documentation of evaluations and assessments shall be maintained as back-up information. This will permit maintenance of a complete history of the Contractor’s performance and may be required to support any actions taken by the Government under the contract terms.

3. The DOE-SR and NNSA maintain frequent interactions between various DOE organizational elements, Federal and State Regulatory agencies, the DNFSB and local stakeholders. On occasion, these organizations may conduct oversight visits of operations. Oversight performed by organizations outside of DOE-SR and NNSA will be conducted in coordination with the SR and NNSA Managers. DNFSB oversight activities are coordinated with the DOE-SR DNFSB Liaison.
4. The DOE-SR and NNSA senior management personnel are to keep HQ program counterparts advised of significant achievements (or failures) regarding incentives. They will consult with HQ program counterparts on major issues for information purposes as well as to ascertain if precedents already exist regarding the issues.

Contract Assessments: Central to administration of this contract is assessment of the Contractor's performance. All DOE-SR and NNSA staff performing assessments are expected to understand the terms and conditions of the contract. In order to verify performance, a systematic process of assessment, analysis, documentation and feedback will be required. A range of assessment techniques from data/metric reviews and analysis, to review of self-assessments by the Contractor, to formal multidisciplinary assessments will be employed. The assessments will be tailored based on the work requirements and complexity of the function. The results of these assessments will be documented and utilized to determine contract compliance.

5. Field Inspections/Communications with the Contractor: Field inspections, either scheduled, unannounced or "for cause," will be performed during the term of the contract and any identified concerns will be documented and provided to the cognizant COR. These field inspections will be conducted to verify and validate work is being accomplished as reported by the Contractor. DOE-SR and NNSA staff performing such inspections who are not CORs do not have the authority to direct the Contractor or take any action that will impact the scope, cost or schedule of the contract. However, it is the duty of any Government inspector to identify to the Contractor any aspect of performance that is believed by the inspector not to be in accordance with the contract terms. The inspector is to clarify that the notice is only the inspector's opinion. The Contractor is responsible for managing its personnel and execution of the contract terms. If agreement is not reached between the inspector and the Contractor's representative over the non-conformance and the issue is a material issue under the contract, it is to be reported through the inspector's supervisory chain to the cognizant COR for the appropriate action.

7.4 Contractor Assurance Process

The Contractor shall implement a comprehensive and integrated Contractor assurance system in accordance with DOE Order 226.1, Implementation of Department of Energy Oversight Policy. DOE Contractors must establish a comprehensive and integrated Contractor assurance system in accordance with quality assurance requirements (as stated in 10 CFR Part 830, Subpart A, or other applicable regulations), applicable DOE directives, and contract terms and conditions. A Contractor's assurance process must encompass all of the various activities designed to – (1) identify deficiencies and opportunities for improvement, (2) report deficiencies to the responsible managers and authorities, and (3) implement effective corrective actions.

Assurance activities must encompass environment, safety, and health; safeguards and security; cyber security; and emergency management and must include: (1) assessments (including self-assessments, management assessments, and internal independent assessments as defined by laws, regulations, and DOE directives such as quality assurance program requirements) and other structured operational awareness activities (e.g., management walkthroughs); (2) incident/event reporting processes, including accident investigations; (3) worker feedback mechanisms; (4) issues management, including causal analysis, identification of corrective actions and recurrence controls, corrective action tracking and monitoring, closure of corrective actions and verification of effectiveness, trend analysis, and identification of continuous improvement opportunities; (5) lessons-learned programs; and (6) performance indicators/measures.

Contractor assurance system data must be documented and readily available to DOE. Results of assurance processes must be periodically analyzed, compiled, and reported to DOE in support of the formal contract evaluation.

Contractors must integrate processes for corporate audits, third-party certifications, or external reviews by experts in designing and implementing the Contractor's assurance system.

Program effectiveness can be certified by third parties to provide management with assurance that program elements meet national standards and reviewers' expectations. Although third-party certification can complement internal assurance systems, it is not a substitute for rigorous internal assurance system processes.

Contractors must monitor and evaluate all work performed under their contracts, including the work of subcontractors.

7.5 Risk Management

DOE-SR utilizes an integrated risk management process for the EM Life Cycle baseline. This process provides programmatic risk analyses of the EM Scope of Work, establishes a process for identification and management of risks within, and integrates risk data from DOE-SR prime Contractors. This process and roles and

responsibilities are described in the DOE-SR Project Management Manual, SRM 410.1.1D.

The management and execution plan to complete the EM Cleanup Project is contained in the *Savannah River Site Environmental Management Program Management Plan (PMP)*. The EM Cleanup Project is composed of projectized operations organized as separate projects. The PMP communicates the structure and business processes established to manage the projects and provides details for the execution of the project scopes. These projects compose the EM Cleanup Project:

- EUD, Enriched Uranium Disposition Project
- BNM, Balance of Nuclear Materials Stabilization and Disposition Project
- PBS SR-0013, Solid Waste Stabilization and Disposition
- PBS SR-0014, Radioactive Liquid Tank Waste Stabilization and Disposition
- PBS SR-0030, Soil and Groundwater Project,
- PBS SR-0040, Nuclear Facilities Deactivation and Decommissioning.

Risk management plans have been developed to document the EM Cleanup Project risks for each of the above projects. The PMP augmented with the Functional Area or project risk management plans and the *SRS Risk Summary and Integrated Contingency Analysis* are the SRS tailored approach to meeting the requirements of DOE Order 413.3A, *Program and Project Management for the Acquisition of Capital Assets*. The EM policy is set forth in the *Protocol for Environmental Management Cleanup Projects*.

As listed above the *SRS Risk Summary and Integrated Contingency Analysis* has been modified to categorize risks by the EUD Project and BNM Project rather than the previous categories of Project Baseline Summary (PBS) SR-0011, Nuclear Materials Stabilization and Disposition and PBS SR-0012, Spent Nuclear Fuel Stabilization and Disposition. The EUD Project includes a large portion of PBS SR-0011 and all of PBS SR-0012. The BNM Project includes the remainder of PBS SR-0011.

The approach taken at SRS to manage risk for the projects is consistent with risk management guidance contained in DOE Order 413.3A, *Program and Project Management for the Acquisition of Capital Assets*, DOE Manual 413.3-1 and *Project Management for the Acquisition of Capital Assets*.

The SRS integrated approach to risk management ensures that both project team and management are involved in the risk management process: risk identification, grading, handling, impact determination, and integration. The process concludes with the preparation of the Risk Management Plan and contingency estimates contained in the *SRS Risk Summary and Integrated Contingency Analysis 2007*. Each project Risk Management Plan provides a summary description of the integrated approach employed in the development of that project risk plan.

A risk and opportunity assessment process is used to identify risks and opportunities associated with each project. The risks and opportunities are analyzed and handling strategies developed to ensure risks are managed to acceptable levels and opportunities are availed to improve the probability of successful completion of the project work scope. A detailed description of the methodology employed for the risk and opportunity assessment conducted by each of the Integrated Project Risk Teams appears in *Systems Engineering Methodology Guidance Manual* and is consistent with guidance provided in the *SR Project Management Manual*.

8.0 Agreements with State, Community, or Other Entities

As stated in section C-1.2, the Contractor shall tailor the application of contract requirements to the work being performed to be cost effective while safely accomplishing all work in a manner that minimizes risk and fully complies with all compliance agreements, pollution abatement programs, and permit requirements (as required by the clause in Section I entitled, DEAR 970.5204-2 “Laws, Regulations and DOE Directives”). Section C-3.1 states that the Contractor shall plan and safely execute a program that meets all regulatory commitments reflected in the SRS Federal Facility Agreement, Resource Conservation and Recovery Act (RCRA) permit and closure plans, settlement agreements, administrative orders, consent decrees, notices of violation(s), Memoranda of Agreements or other notices of direction from DOE and/or regulatory agencies. This includes, but is not limited to, the identification, characterization, assessment, remediation and post-closure maintenance/monitoring of soil, surface water, groundwater waste units and Deactivation and Decommissioning (D&D) residuals.

9.0 Management of Work Funded by the American Recovery and Reinvestment Act of 2009, Pub. L. 1115 (Recovery Act)

All work funded by the Recovery Act will be managed in accordance with this CMP. The key individuals/organizations described in the Roles and responsibilities section herein are responsible for the management, administration, and performance oversight of the work.

Recovery Act work is subject to the special statutory conditions and the additional terms and conditions specified in the contract (Modification A024). The CO, along with the key individuals/organizations described in the Roles and Responsibilities section herein, will ensure that the contractor complies with all requirements of the Recovery Act, to include reporting on job creation and preservation; reporting, tracking and segregation of incurred costs; publicizing information on the internet; protecting whistleblowers; requiring prompt referral of evidence of a false claim to the inspector general; incorporating Recovery Act flow-down provisions into subcontracts; and utilizing small businesses.

A primary CO in the Office of Acquisition Management has been designated to perform contractual actions required to be taken by the Government on Recovery Act work. During absences of the primary CO, other duly appointed Contracting Officers assigned to DOE-SR are authorized to take the required contractual action(s) within the limits of his/her authority.

10.0 Deliverables Matrix

Contract Section	Deliverables	Due	DOE Responsible Organization*
H-14(d)(1)	Annual Contractor Salary-Wage Increase Expenditure Report	Annual	OAM
H-14(d)(2)	Top 5 most highly compensated executives and their total cash compensation	Time of contract award (and any subsequent change in their total cash compensation)	OAM
H-14(d)(3)	Annual Report of Contractor Expenditures for Employee Supplemental Compensation through WFIS	No later than March 1 of each year	OAM
H-14(d)(4)	Total Compensation System performance self-assessment report	Annual	OAM
H-14(e)(3)(A)(i)	Cost Compensation (additional compensation system self-assessment data)	As requested	OAM
H-14(e)(3)(A)(ii)	Cost Compensation (proposed major compensation design changes)	To CO prior to implementation	OAM
H-14(e)(3)(A)(iii)	Cost Compensation (Annual Compensation Increase Plan)	As requested	OAM
H-14(e)(3)(A)(iv)	Cost Compensation (individual compensation actions for the Key Personnel)	As requested	OAM
H-14(e)(3)(A)(v)	Cost Compensation (proposed establishment of an incentive compensation plan)	As requested	OAM
H-14(e)(3)(B)	Individual compensation actions (all Key Personnel)	CO approval	OAM
H-14(g)(5)(A)	IRS Forms 5500 (w/schedules) and all Forms 5300 series	To CO within 9 months of the last day of the current pension plan year	OAM
H-15	Employee Concerns Implementation Plan for CO approval	Within 90 days of contract award	OCR
H-16(a) & (b)	ISMS Description Document (revision) for CO approval (the update should include any	Within 120 days of contract award and thereafter each year	OSQA AMCP

Contract Section	Deliverables	Due	DOE Responsible Organization*
	revisions to ES&H Programs/Plans i.e., QAP, RPP, WSH, EMS, etc.)	on September 1	
H-19(b)(1)	Complete a formal inventory of all Government-owned special nuclear material	Within 120 calendar days after the transition period	OAM
H-19(b)(2)	Complete a formal inventory of all other Government-owned nuclear material, non-nuclear material, and property (real and personal)	Within 120 calendar days after the transition period	OAM
H-22(a)	Management of Litigation Procedures to CO for approval	Within 60 days after the effective date of the contract	OCC
H-26	Organizational Conflict of Interest Management Plan for CO approval	Within 120 calendar days after the effective date of the contract	OAM
H-27(b)	SR EM Contract Performance Baseline and a performance based incentive program	Within 5 months after award	AMIP OAM
H-28(c)	Contractor Self-Assessment Report (against PEMP)	As requested by CO, due within 5 working days after the end of the appraisal period	
H-42	Small Business Subcontracting Plan	Annual (beginning of each FY)	OAM
H-54	Work Authorization System document	Prior to the start of each FY	AMIP
H-56(a)	Workers' COMPENSATION Insurance program	Approved by CO	OAM
H-56(c)	Evaluation and analysis of workers' compensation cost	Annual	OAM
H-59	Cost Reporting in compliance with Environmental Cost Element Structure	Monthly**	CFO
I.4(b)(2)	Specific data upon receipt of He delivery	Within 10 days after Contractor or subcontractor receives a delivery of He from a	OAM

Contract Section	Deliverables	Due	DOE Responsible Organization*
		Federal He supplier	
I.7(a)	Termination or reduction of a Post-Retirement Benefits Plan	Promptly notify CO of changes	OAM
I.30(b)(3)	Research Misconduct (investigation)	Inform CO if an initial inquiry supports a formal investigation, and if requested by the CO. Keep CO informed of the results and any adjudication	CFO
I.34(a)(4)	Business, Financial, or Management Controls Audit results (Performed by internal audit activity or other audit activity)	Annually, or at other intervals directed by the CO	CFO
I.37(b)	Counterintelligence Concerns	Immediately to the SR Counterintelligence Officer	OSSES
I.40(f)	Contractor Self-Assessment (may submit)	Within 30 calendar days after the end of the each evaluation period	OAM
I.45(l)	Technology Transfer Plan	Annually, on or before October 1 of each year	AMNMSP
I.45(p)(3)(iii)	Technology Partnership Ombudsman Report	Quarterly to DOE	AMNMSP
I.47I(1)	Subject Invention Disclosure	Within 2 months after an inventor discloses in writing to Contractor personnel or within 6 months after the Contractor has knowledge of subject invention	OCC
I.47(1)(2)	Final report (that includes a list of all subject inventions disclosed during the performance period of the	Prior to the closeout of the contract or within 3 months of the date	OAM OCC

Contract Section	Deliverables	Due	DOE Responsible Organization*
	contract or statement that no subject inventions were made and/or a list of all subcontracts containing a patent clause and awarded or statement that no such subcontracts were awarded)	of completion of the contract work	
I.48(b)	Insurance-Litigation Claims (notice of any legal proceedings)	Immediate notice to CO	OCC
I.48(d)	Insurance-Litigation Claims (any other bonds and insurance maintained in connection with the performance of this contract	As necessary	OCC
I.51(k)	Statement of Costs Incurred and Claimed	Annually as of September 30	CFO
I.52(i)(1)	Internal Audit Implementation Design to CO	Within 30 days of contract award and each 5 th year of contract performance or upon the exercise of any contract option or extension	CFO
I.52(i)(2)	Annual Audit Report	Annually by each January 31 of the contract performance period	CFO
I.52(i)(3)	Annual Audit Plan	Annually by each June 30 of the contract performance period	CFO
I.55(a)	Long Range Site Development Plan	Annually	AMIP
I.55(c)	10-year Energy Management Plan (including annual report on progress toward achieving the goals of the plan)	Annually	AMCP
I.57(g)	Government property (damage, destruction, loss above the set threshold)	Immediate notification to CO	OAM
I.57(i)(2)(i)	Baseline inventory of all items	Within 6 months	OAM

Contract Section	Deliverables	Due	DOE Responsible Organization*
	of Government property (unless otherwise directed by CO)	after execution of the contract	
I.58(g)	Government property (damage, destruction, loss above the set threshold)	Immediate notification to CO	OAM
I.58(i)(2)(i)	Baseline inventory of all items of Government property (unless otherwise directed by CO)	Within 6 months after execution of the contract	OAM
J, Appendix F(2)	Sensitive Foreign Nations Control (Sensitive visits or assignments request)	45 days in advance in order to allow time for an indices check	OSSES
J, Appendix F(3)	Sensitive Foreign Nations Control (Non-sensitive visits or assignments request)	5 days in advance	OSSES

*Titles

OAM Office of Acquisition Management
OCC Office of Chief Counsel
OCR Office of Civil Rights
AMCP Assistant Manager for Closure Project
AMIP Assistant Manager for Integration and Planning
AMNMSP Assistant Manager for Nuclear Material Stabilization Projects
OSQA Office of Safety and Quality Assurance
OSSES Office of Safeguards, Security, and Emergency Services