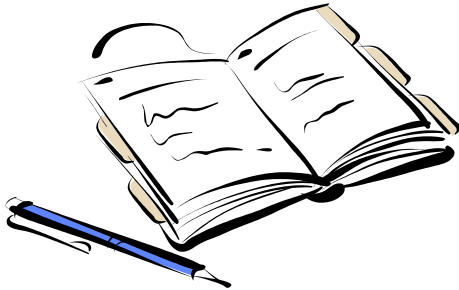


CONTRACT MANAGEMENT PLANNING



Guiding Principle:

- ✓ The Contract Management Plan is essential for effective management of DOE's most complex contracts.

Applicability:

This section is applicable to the contracting activities of the Department of Energy (DOE).

References:

- FAR 46.4, "Government Contract Quality Assurance"
- FAR 42, Contract Administration and Auditing Services
- FAR 43, Contract Modifications
- DEAR 970.1100-1, "Performance-based Contracting"
- DOE Acquisition Guide, Chapter 7.1, "Acquisition Planning"
- DOE Acquisition Guide, Chapter 37, "Service Contracting"
- DOE Acquisition Guide Chapter 43.2, "Change Order Template"
- DOE O 413.3B, "Program and Project Management for the Acquisition of Capital Assets"
- GAO Report GAO-09-406T, March 2009
- GAO Report GAO-09-271, January 2009

Background

In the GAO reports referenced above, GAO observed, "DOE's contract management, including both contract administration and project management, continues to be at high risk for fraud, waste, abuse and mismanagement. Further, DOE needs to ensure that it has the necessary personnel and resources in place and that solutions identified to contract deficiencies are independently validated for effectiveness and sustainability." GAO observations and recommendations were taken into account in developing this Guide. Specifically, the Contract Management Plan (CMP) framework should assist contract and project managers in improving contract oversight and strengthening performance accountability.

Contract management is a multi-disciplined process which encompasses technical, business, and procurement perspectives. The CMP is critical to effective program execution in the areas of risk management, performance based incentives, quality assurance, and changing mission priorities. Good planning builds effective partnerships, establishes open communications, sets clear expectations, defines roles and responsibilities, and sets the framework for DOE mission success.

Contract management occurs after contract award and involves those activities performed by the entire Contract Management Team (CMT) performed by the entire Contract Management Team (CMT) in managing the contract, and overseeing contractor performance to ultimately achieve the Government's objectives. The CMT includes project/program managers, technical, legal, contracting and financial officials, and federal safeguards and security directors. DOE organizations should ensure that personnel performing the duties of contractor oversight are adequately trained and appropriately placed within the organization to meet the challenges of performance measurement of the contractor.

For DOE to successfully manage its contracts, the Contracting Officer (CO) should work closely with all necessary disciplines during the early development of the acquisition strategy and project execution planning to more fully integrate the project execution objectives with contract management planning. The CMP provides a framework for the interactions between various government staff and the contractor from the date the contract is awarded through contract completion.

This Guide is provided to assist in formulating a structured and integrated approach for performing contract management planning.

What is the purpose of a CMP?

The CMP is one of the primary tools by which the Government can achieve its objectives while simultaneously reducing cost, technical and schedule risks, ultimately providing wise stewardship of taxpayer dollars. The CMP is the key document guiding the coordinated efforts of the contract management team (project managers, program managers, attorneys, and financial and procurement officials, etc.) throughout the term of the contract. Identifying team members' roles and responsibilities early on, as well as applying the appropriate level of surveillance and risk mitigation to contract oversight, is critical to effective contract management. The CMP fuses functional activities and human resources into one corporate business oversight and communication strategy. The level of detail may vary depending on the complexity of the contract. The CMP should specify all parameters related to government oversight and contractor performance, for example:

- ✓ Performance requirements of the statement of work
- ✓ Method for conducting quality inspections, assessments, evaluations, etc.
- ✓ Major roles, responsibilities, authorities, and limitations,
- ✓ Program/project milestones and contract deliverables
- ✓ Level and types of surveillance

- ✓ Contract oversight objectives (i.e., Performance Evaluation Measurement Plan (PEMP), Contractor Assurance Systems (CAS), and Work Authorizations)

Early planning during the pre-award phase is key to establishing an effective contract management tool. Identification of roles and responsibilities of the government and contractor as well as the appropriate level of surveillance and risk mitigation is critical to mission success.

When Is a Contract Management Plan required?

CMPs are required for any of the following (with the exception of the National Nuclear Security Administration, for which CMPs are required only for Management and Operating Contracts):

- Management & Operating (M&O) contracts;
- Major site and facility contracts for performance of work at current or former M&O contract sites and facilities;
- Contracts supporting projects are subject to the requirements of DOE O 413.3B, “Program and Project Management for the Acquisition of Capital Assets,” and any successor directives
- Any contract or task/delivery order greater than or equal to \$20M;
- Any significant change to the contract scope or value (greater than 20% increase or decrease in value); or,
- The exercise of an option year that meets any of the above criteria.

The Contracting Officer may always determine that a CMP is necessary and execute one for any contract or task/delivery order.

What are the approval/concurrence requirements for CMPs?

1. COs, through their HCAs, must send their CMPs to Office of Procurement and Assistance Management (OPAM), Field Assistance and Oversight Division (MA-621), for concurrence no later than 30 days after contract award, contract modification, or exercise of an option that meets the criteria for a CMP. The HCA shall ensure that all internal concurrence signatures are provided with the CMP. See Acquisition Guide 71.1, Headquarters Business Clearance Review Process E.2. c. and d. The HCA shall approve and sign the CMP after receipt of MA-621 concurrence and disseminate it to the contract management team.
2. The MA-621 field liaison will coordinate review and concurrence by the appropriate Headquarters program/staff office(s) in the areas of, for example, contractor Human

- Resources (HR), project management, environment, safety, and health, security, engineering and construction management, legal, and property.
3. MA-621 will forward a concurrence memorandum to the HCA at the completion of HQ reviews, with a copy to the CO.
 4. The CO is responsible for final distribution of the CMP to the contract management team and contractor.
 5. CMPs must be revised to reflect current contract conditions. CMP revisions that incorporate a change to the contract scope or value (20% increase or decrease in value) require the concurrence of MA-621.
 6. National Nuclear Security Administration will coordinate and review CMPs through its own offices, which differ from the above, and the approval authority will reside with the NNSA HCA.

What Is The Role of the Contract Management Team?

The Contract Management Team (CMT) consists of all participants in Government acquisition, including representatives of the technical and procurement communities and stakeholders. The primary team members are the CO, Contracting Officer Representative (COR), Technical Monitor (TM), Federal Project Director (FPD), and Site Office Manager. Matrixed support shall be provided to the CMT from other subject matter experts (General Counsel, local federal safeguards and security director, Environment, Safety and Health (ES&H), as well as other critical functional areas), as necessary. The team is responsible and accountable for the wise use of public resources and works collaboratively in ensuring the contractor's successful execution of the work project set forth in the contract.

The CMT should convene regular meetings to discuss the contractor's performance, delivery schedules, quality of services, safeguards and security issues, risk issues, cost and any other contractual matters. Regularly scheduled meetings between the CO and COR should also be conducted.

As established in FAR Subpart 1.602-2, CO's are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States in its contractual relationships. In order to assist the CO to carry out this mandate, CO's often find it practical to delegate portions of their responsibilities that are delegable. For this reason, CO's appoint CORs and authorize the COR to monitor contract performance and to provide technical direction (as defined in DEAR clause 952.242-70).

In accordance with FAR 1.604, CORs are technical representatives of the CO. CORs help to ensure government-contractor business relationships are mutually beneficial and that the

products and services being acquired by the government are delivered per the terms and conditions of the contract. The dynamic nature of the acquisition environment makes the proper conduct of COR roles and responsibilities absolutely critical to successful contract management. It is essential that CORs understand their relationship to the CO, to the Contractor, the limits of their authority, and all of their delegated responsibilities. As the technical representative of the CO the functions the COR normally performs include: technical monitoring, shifting work emphasis, inspection, approval of shop drawings, testing, approval of samples, and other functions of a technical nature. The COR is not authorized to perform any function that results in a change in the scope, price, terms or conditions of the contract.

Normally, CORs are the only individuals delegated any technical direction responsibility by the CO. CORs shall be identified in writing to the contractor along with any limitations on authorities. The identification of these individuals at the time of contract award streamlines the process and eliminates and/or minimizes interruptions, schedule delays, unnecessary cost impacts, and false starts. This is especially necessary when there are multiple COR(s) monitoring and directing contractor performance within their defined functional areas.

CORs must be provided with appropriate support, training, and tools to effectively perform these activities. In accordance with the DOE Acquisition Career Management Program Handbook, CORs must have the COR Federal Acquisition Certification (FAC) before being appointed and assuming the responsibilities of a COR.

CORs may enlist the assistance of Technical Monitors (TMs) for feedback on contractor performance and specifically to the quality and timeliness of contract deliverables. Such TMs do not have a specific delegation of authority to act as a COR and therefore cannot direct the contractor, redirect scope, or impact the contract in any way. TMs involved in any type of contractor oversight must communicate any performance issues or concerns to the COR immediately so that such issues are resolved in a timely manner.

FPDs are responsible for successfully developing, executing, and managing projects within the approved Performance Baseline in accordance with DOE O 413.3B. They are responsible for project management activities for discrete projects under their cognizance. They are accountable for planning, implementing, and completing a project. The CMP should discuss the responsibilities of the FPD under the contract and the Earned Value Management System implemented by the contract.

FPD's are certified by DOE's Project Management Career Development Program (PMCDP). FPD's must be certified at a level appropriate for the contract. The PMCDP certification requirements are listed at [http://energy.gov/sites/prod/files/Requirements at a Glance 0.PDF](http://energy.gov/sites/prod/files/Requirements%20at%20a%20Glance%200.PDF).

The Site Office Manager may or may not be designated with COR responsibilities. If the Site Office Manager is designated as a COR or Assistant COR, they will be responsible for the same duties and authorities of a COR as prescribed by Section H.7, DEAR Clause 952.242-70.

Sites are cautioned that the potential for a conflict of interest may exist in circumstances when the organization structure is such that a COR supervises a CO. A conflict of interest may arise when a CO makes a decision on a contractual issue and the COR supervisor desires to overturn the CO decision. Early and frequent communication to ensure that all parties understand both the technical and contractual issues is paramount to avoiding or mitigating such situations. The parties should establish cooperative ways to resolve any disagreements that may arise during contract performance. The CO is required to take full responsibility for the contract and it is critical for the CO to be able to make independent decisions.

Subject matter experts can be assigned in a variety of functional areas as needed by the contract. Subject matter experts do not have authority to give direction to the contractor. They provide expertise in their area of expertise as needed.

What are the key components of a CMP?

Key components that should be considered for incorporation in a CMP include:

- Contract summary and background
- Identification of CMT members and their roles & responsibilities
- Methods of coordination and communication among contract management team members
- Contract transition planning
- Government furnished property
- Government furnished services and items
- Methods for monitoring performance based objectives
- Inspection and acceptance process
- Invoice review and/or letter of credit
- Contractor performance and fee administration
- Approach to maintaining integration of contract changes, project baseline change, and budget change
- Contractor litigation management
- Contract records and final closeout
- Contract deliverables
- Contract performance risk areas
- Strategies for cost and/or schedule reduction
- Agreements with state, community, or other entities
- Contractor human resource management
- Continuity of Operations Planning (COOP) coordination
- Stop work authority

The above list is not all inclusive. Some of the listed components may not apply to your contract. The CMP must be tailored to the unique management requirements of the specific contract. For further guidance, refer to the CMP Template provided as Attachment I to this Chapter. The CMP you are crafting will usually reference other documents (e.g., PEMP, Contractor Assurance System, Risk Management Plans, Federal Contract Transition Plan, etc.).

These documents and their access location must be identified in the CMP. The goal is to tie these documents into a cohesive management strategy, not to duplicate these documents in the CMP.

In addition to the above, DOE places special emphasis on the following contract oversight processes and requirements which should be included in a CMP when applicable:

Program and Project Management

The Office of Management and Budget and the Government Accountability Office have placed increased emphasis on the effective management of projects across the Federal Government and at DOE in particular. Project management requirements currently contained in DOE O 413.3B provide excellent means to ensure that contracts and projects are properly managed. The roles of the Contracting Officer, Federal Project Director, and other key individuals, including their responsibilities related to DOE O 413.3B and Earned Value Management Systems, should be discussed in the CMP.

Contractor Assurance System (CAS)

Contractors responsible for Government-owned/contractor-operated sites are required to implement a comprehensive and rigorous CAS in accordance with DOE O 226.1B, "Department of Energy Oversight Policy". Contractor assurance systems shall encompass processes and activities designed to: identify deficiencies and opportunities for improvement, report deficiencies to responsible managers, complete corrective actions, and share in lessons learned. The contractor is required to submit, for DOE review and approval, a detailed system program that conforms to the requirements of applicable regulation, DOE orders and the contract terms and conditions.

The DOE site management is responsible for federal oversight of the CAS in accordance with the referenced order. DOE oversight encompasses activities performed by DOE organizations to determine whether Federal and contractor program management systems, including assurance and oversight systems, are performing effectively and in compliance with DOE requirements. These systems are transparent to DOE officials and implemented on a web-based platform to enable input by both DOE and the contractor in a real-time manner. Oversight programs include operational awareness activities, onsite reviews, assessments, self-assessments, performance evaluations, and other activities that involve evaluation of contractor organizations.

Contract Change Control

An effective contract change control process is critical to ensuring that both contract and project requirements are successfully met. Ineffective change management occurs when informal, inappropriate direction by DOE technical, project and program officials is provided to the contractor. This has caused an increase in high risk contractual actions, Requests for Equitable Adjustments (REAs), and claims under the "Disputes" clause. To improve effectiveness in change control management, DOE must ensure that only COs or duly appointed CORs provide technical direction to contractors.

Given that contractors are held accountable for the performance of the contract at agreed to cost or price and schedule, it is imperative that all authorized deviations from the original baseline be reflected in the contract at all times. (Note: The contractor is not allowed to change the contract cost, price, schedule, and/or statement of work as agreed to in the original award of the contract by submitting or updating the project's performance measurement baseline). To achieve contract, project and program success, it is imperative that accurate project baselines are established and maintained and the baseline is reflected, in real-time, in the contract in terms of cost, scope, and schedule. Effective contract management requires that the contract cost, scope, and schedule be current at all times.

For changes related to construction and environmental cleanup projects, HCA's shall establish formal government change control boards (CCBs) with all members of the CMT participating. CCB approval should be obtained before a formal change can be issued by the Contracting Officer. Before making an approval determination, the CCB will consider all perspectives of the proposed change, including budget (i.e., funding availability), and impacts to baseline, statement of work, schedule, and performance measures. Change control management processes and CCBs are further described in DOE G 413.3-20 "Change Control Management Guide". It is important that the CMP clearly address the membership and roles and responsibilities of the CCB that applies to the contract at hand.

In accordance with FAR 43.102 (b), changes should always be priced before execution whenever this can be accomplished without adversely affecting the interests of the government. REAs, resulting from change orders that cannot be fully negotiated before change order modification issuance, shall be negotiated in the shortest practicable time and prior to the incurrence of significant costs by the contractor. Contracting Officers shall establish suspense schedules to ensure prompt definitization of un-priced change orders (no later than 180 days after issuance of a change order). These suspense (or definitization) schedules are incorporated in the unilateral un-priced change order issued by the Contracting Officer per the template and guidance provided by Acquisition Guide Chapter 43.2.

Mutual understanding of, and adherence to, roles and responsibilities among CMT members is essential to effective and efficient contract change control and project success. Roles and responsibilities and change control processes shall be clearly defined in the CMP.

- CORs, Technical Monitors, and Federal Project Directors (FPDs) are responsible to know the limits of their authority and must avoid out of scope direction at all times, and,
- All CMT members are to keep the CO involved in project/program activities and identify all issues to the CO in a timely manner to anticipate the need for change orders and REAs.

To effectively manage contract performance, the Department develops a PEMP that incorporates performance objectives, measures and expectations with associated fee that corresponds to the relative value (of the work accomplished) to the government. All PEMPs should be based on the scope of work and priorities as stated in the contract. The PEMP should identify a specific

method of rating contractor performance and a method of fee determination that include subjective/objective measures and award term criteria as applicable to the specific contract. However, in order for the contractor to receive earned fee, DOE regulations also require the contractor to meet the minimum contract requirements, for example: environment, safety and health, catastrophic events, specified level of performance, and cost control measures. These non-mission-critical work elements must be performed at a satisfactory level and within schedule to allow the contractor to earn any fee. This approach encourages the contractor to meet the requirements of the PEMP as well as all other terms and conditions of the contract.

The CMP should discuss the methods of rating contract performance identified in the PEMP. The CMT member(s) responsible for rating contract performance should also be identified in the PEMP.

How can the CMT use the CMP to ensure successful contract performance?

- ✓ Coordinate and solicit input from all Government staff in contract management;
- ✓ Disseminate the CMP for all parties to become familiar with and refer to on a daily basis;
- ✓ Identify the CMP as a key component for contract oversight;
- ✓ Meet regularly with all parties performing contractor oversight to share contractor status;
- ✓ Discuss any key contract vulnerabilities or performance risk areas;
- ✓ Decide on any course of action, and determine future activities;
- ✓ Track and report on milestones from the CMT contractor deliverables chart;
- ✓ Identify and immediately resolve any issues that will affect contract performance;
- ✓ Take immediate action on any risk areas that develop during term of the contract;
- ✓ Document revised responsibilities and changed scope or cost during life of contract in the CMP after appropriate contract changes are executed.

CONTRACT MANAGEMENT PLAN TEMPLATE

CONTRACTING ACTIVITY NAME

CONTRACT NUMBER

DATE

Concurrences:

Name
Federal Project Director
Office Symbol, Telephone Number
Date

Name
Procurement Director
Office Symbol, Telephone Number
Date

Name
Site Office Contracting Officer
Office Symbol, Telephone Number
Date

Name
Director, Field Assistance and Oversight Division
Office of Procurement and Assistance Management
MA-621, Telephone Number
Date

Approval:

Name **Date**

**Head of Contracting Activity (HCA)
Office Symbol, Telephone Number****CONTRACT MANAGEMENT PLAN
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CONTRACT MANAGEMENT PLAN TEMPLATE
(*CONTRACT ACTIVITY NAME*)

Please note that this template contains key components that should be considered when drafting a Contract Management Plan (CMP). This template is not all-inclusive and all areas may not apply to your contract; therefore, each CMP is to be customized according to the complexities of your particular contract.

In addition, information required in the CMP may already exist under another document (i.e., Functional Requirement Accountability Management, Performance Evaluation Measurement Plan (PEMP), Quality Assurance Surveillance Pan (QASP), Risk Management Plans, etc.). Reference these documents within the CMP as appropriate, along with access instructions.

Although the Contracting Officer prepares the CMP, it is vitally important that the CMP contain the input of other members of the contract management team to ensure that existing issues, vulnerabilities, and risks are adequately addressed. Consequently, the draft CMP should be routed for input through members of the Contract Management Team.

Purpose of the Contract Management Plan

This CMP has been developed to serve as a detailed reference of how contract management will be conducted with respect to Contract Number _____.

1.0 Contract Summary and Background of the Scope of Work

In this section, provide a summary of the contract and the statement of work. This section should include the type of work being performed, the goals of the contract, the place of performance, and significant features of the contract. The CMP should include the following contract information.

Contractor name:	
Contract number:	
Current Performance of period:	
Current contract value:	
Contract type:	
Contractor key personnel: (Note: You may reference the contract Key Personnel clause.)	

2.0 Identification of Key Contract Management Team Members, Including Roles and Responsibilities

This section should identify individuals along with their corresponding contract oversight responsibilities. Include individuals such as Contracting Officer, Contracting Officer Representative, Technical Monitors, FPD, site manager, quality assurance monitors, facilities representatives, program officials, contractor human resource management specialists, project controls specialist, organizational property management officer, property administrator, and other Program Office Security Officials. List individuals by name and include contact details. Describe the extent of limits on authorities.

Describe how the team members relate to, coordinate and interact to resolve contract management issues. Discuss how the post award conferences, regular meetings, ad hoc meetings, performance evaluation meetings, established relationships, etc. are used to identify, analyze and resolve contract management issues and challenges.

3.0 Contract Management Processes

In this section, identify the critical process or guidelines for successfully managing the contract and reference sections of the contract (e.g., conditions, instructions, contract clauses, etc.) that support these functions. In each critical process, explain how the team members are integrated to effectively address and resolve contract management issues. Successfully integrating team members into an effective team go a long ways toward ensuring issues are addressed in a timely manner and effectively resolved. This interaction can be through regular meetings to discuss pertinent issues or it can be through ad hoc groups specifically formed to address more compelling issues and problems.

3.1 Contract Transition Planning

Address the plan for transitioning from an incumbent contract to a new contractor and/or contract type. Include transition strategies, schedules and identify the individuals responsible for facilitating a smooth transition. Also include coordination plans for other on-site contractors.

3.2 Contract Communication Protocol

In the following sections, address how formal, informal and outside communications are expected to flow.

3.2.1 Formal communications with the Contractor

Include in this section technical direction to the contractor, correspondence instructions, and correspondence controls and tracking systems for such items as correspondence, email, meetings, and telephone calls. This section should reference contract requirements regarding formal communication.

3.2.2 Informal communications

In this section, address non-binding communication and meetings with CMT members. Informal communication can occur between members of the CMT and any contractor employee. This type of communication is non-binding for both the government and contractor and does not constitute contract direction.

Additionally in this section, address the frequency by which the CMT will meet to discuss on-going and new issues. Issues and corresponding resolutions should be documented so that “lessons learned” may be developed. The CMT should also discuss best practices in these meetings to see if these practices could be adopted in other problem areas.

3.2.3 Outside Communications

Include in this section the communication protocol with parties other than DOE staff (e.g. non CMT members, other government agencies including state & local government, etc.) regarding responsibilities and work scope. This section should address the coordination process with CMT members. It is critical that communications with entities outside of the contractual relationship between the contractor and DOE not be construed as contractual direction to change the scope or terms and conditions of the contract.

3.3 Government Furnished Property (GFP)

Discuss the strategy for furnishing and monitoring the GFP. Identify the key individuals responsible for ensuring GFP is provided in a timely manner. Also identify any property system logs, automated system and schedules of audits to be conducted in this area.

In addition to GFP, contracts may include Government Furnished Services/Items (GFS/I). In this area, reference any government furnished services and items identified in the contract. Identify the key individuals responsible for ensuring timely delivery of GFS/I. Include government reviews and approvals and performance, cost and schedule impacts if not timely delivered.

3.4 Inspection/Surveillance and Acceptance Processes

Discuss the strategy for ensuring contract requirements conforms to quality assurance

provisions and address the roles and responsibilities of the individuals involved in this process. Also, reference the sections in the contract that addresses inspection and acceptance.

Identify the surveillance process that will be incorporated by the contractor and federal staff as part of an integrated management system. This process should include a clear definition of the scope of surveillance, the responsibilities, methods for conducting inspections and the schedule for the oversight process and change control procedures.

3.5 Stop-work Authorities

Discuss the stop work authority for Contracting Officers and DOE employees, as provided in the contract.

3.6 Contract Payment Method

Discuss the plan or process (e.g. instructions, certifications, documentation, etc.) for reviewing and approving invoices, and/or the establishment of a contractor's letter of credit. Also, discuss the roles and responsibilities of those individuals that have direct involvement in the process. Reference any areas in the contract that address payment terms.

3.7 Performance Evaluation Measurement Plan (PEMP) and Fee Administration

Describe how fee is administered through a performance based process as described in the site specific PEMP. This should include identification of the roles and responsibilities for the PEMP process such as the CO, COR and Fee Determining Official (FDO). Identify all types of incentives such as subjective/objective performance measures and Award Term measures with associated gateways that can be earned by the contractor and the associated evaluation process. Explain the oversight process to be followed during the evaluation period such as status reporting to ensure the contractor is making sufficient progress in achieving performance measures. Also outline the process to be followed when changes to any performance measure are required and who may approve such changes.

3.8 Conditional Payment of Fee Contract Clause

Identify the process used by the FDO and CMT to establish any fee reduction decisions based on catastrophic incidents, that may occur, which are attributable to the contractor.

3.9 Project Management Activities and Contract Change Control Process

Identify baseline management and control procedures, performance baseline definition and controls, contingency management planning, performance measurement reporting

and cognizant responsible support organizations.

Describe how and who will review, concur, and approve baseline changes and variances. This paragraph must describe the process from a functionally integrated (e.g., contractual, technical, financial, and legal) perspective. If the contract is for major construction or cleanup the required Change Control Board membership and process should be described in this paragraph.

Discuss the strategy and procedures for managing the formal contract change control process to scope, cost and schedule as well as mitigating variances to approved scope, cost/price or schedule.

3.10 Review of Contractor's Requests for Equitable Adjustments

Discuss the review and approval process for evaluating Requests for Equitable Adjustments (REAs). Also, include the roles and responsibilities of the parties involved in the process. Indicate that change order modifications will include a definitization schedule (which does not exceed 180 days) and will be otherwise consistent with the guidance provided in Acquisition Guide Chapter 43.2. Discuss all additional procedures for ensuring that REAs are proposed, evaluated, negotiated and contractually implemented in a timely manner.

3.11 Contractor Litigation Management Plan

Address the contractor litigation management process and include contract references to legal management requirements. Also, identify individuals responsible for controlling and overseeing this process as prescribed by 10 CFR 719.

3.12 Contractor Human Resource Management

Describe roles and responsibilities relative to oversight and management of pensions, other post-benefits, and compensation, and in particular DOE Order 350.1, "Contractor Human Resource Management Programs."

Address how post contract liabilities will be processed (e.g. pension plans, post retirement benefits, medical expenses, employee welfare trust plan, insurance reserves etc.). Reference any areas in the contract that addresses post-contract liabilities.

3.13 Contract Records

Identify the records acquired or generated by the contractor in performing this contract (i.e., property records, occupational and health records, audit records, etc.). Discuss the strategy and the parties involved in ensuring that the records will be transferred to the new contract or maintained with the expired contract. DEAR 970.5204-3.

3.14 Contract Closeout

Address the strategy for ensuring that requirements of contract are met when the contract is physically complete. Contract closeout shall conform to the requirements of FAR 4.804, Closeout of Contract Files.

3.15 Continuity of Operations Planning

Identify key procurement, program, and finance personnel. Describe the process for ensuring timely communication and decision making during emergency situations where routine communication structures have been interrupted.

4.0 Contract Deliverables

Identify critical milestones and contract deliverables (e.g. Transition Plan, Risk Mitigation Plan, Project Management, Integrated Safety Management System, Quality Surveillance Assurance Plan, Government Furnished Services/Items, Litigation Management Plan, Collective Bargaining Units, etc.); and the individuals responsible for the requirement. See Appendix A for a sample deliverable matrix.

5.0 Key Contract Vulnerabilities or Performance Risk Areas

Identify known significant contract vulnerabilities or performance risks and the individuals responsible for mitigating these risks. If DOE O 413.3B is applicable, reference the risk management plan in this section or include it as an attachment to the CMP.

6.0 Contractor Past Performance Reporting Requirements

Identify all procedures and systems that will be used to ensure compliance with agency's contractor past performance reporting requirements. Identify key individuals responsible for serving as the program and assessing official in the Contractor Performance Assessment Reporting System (CPARS).

7.0 Contractor Assurance System

Describe the contractor assurance system as required by applicable DOE directives and contract terms and conditions as required by DOE O 226.1 and contractor's timeline for implementation.

8.0 Agreements with State, Community, or Other Entities

This section should address any partnering agreements with the state, community, or other entities the contractor must comply with in meeting the requirements of the contract. This paragraph should also identify the parties responsible for fostering these agreements.

Examples of partnering agreements include those entered into under the following laws and regulations: Resource Conservation and Recovery Act Permit, Clean Air Act Air Operating Permit, Toxic Substances Control Act, 10 CFR 830, Nuclear Safety Management, 10 CFR 835, Radiological Protection (10 CFR 835) and State Environmental Policy Act, etc.

9.0 Unique Contract Terms and Conditions and Deviations

List and describe all unique terms and conditions.

10.0 Other Special Emphasis Areas

In this section, discuss approaches to contract management and execution (i.e. contract startup, post award orientation for government personnel, post award conference with contractor, lessons learned, etc.) to ensure the government and contractor have a clear understanding of the contract requirements and each other's intent.

Appendices & Attachment(s)/Links (Example List – Tailor as appropriate)

Appendix A1 - Contract Deliverables with Cognizant Manager and Action Required

Appendix A2 - Contract Requirements Documents (CRDs) Deliverables

Attachment 1 – Site Annual Performance Plan

Attachment 2 – Site Environment, Safety and Health (ES&H) Program Plan

Attachment 3 -- Contractor Performance Evaluation and Measurement Plan (PEMP)

Attachment 4-- Quality Assurance Plan – Integrated Safety and Quality Management System

Attachment 5 – Contractor Assurance Plan

Attachment 6 - Contractor's Commitments

Attachment 7 – Project Execution Plan

Attachment 8 – Identification of Contract Management Team Members