

U.S. Department of Energy  
Idaho Operations Office

**IDAHO CLEANUP PROJECT END STATE CONTRACT  
CONTRACT MANAGEMENT PLAN  
Revision 1**

Solicitation No.: 89303319REM000034  
Contract No.: 89303321DEM000061

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Angela S. Watmore  
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*\*See original Contract Management Plan for Head of Contracting Activity approval. Revision 1 does not include substantive changes that require approval (Acquisition Guide, Chapter 42.201. Section 1.4 Updates).*

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<b>REVISION CHANGE LOG</b>			
Revision	Section	Description	Date
1	NA	Add Acronym List	08/12/2025
1	1	Update Ten-Year Plan Information	08/12/2025
1	2	Update key DOE Team Members	08/12/2025
1	2.1	Update Roles and Responsibilities	08/12/2025
1	3.11.1	Update IDMS Process Description Titles	08/12/2025
1	3.17	Delete COVID 19 Workplace Safety Plan Replace with Contractor Internal Audit	08/12/2025
1	5.1	Update Risks	08/12/2025
1	11.3	Add DOE and Contractor Partnering	08/12/2025
1	Throughout document	Update Dates and Editorial Changes	08/12/2025

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**ACRONYMS**

AM	Assistant Manager
ASME	American Society of Mechanical Engineers
BAM	Business & Acquisition Management
BLM	Bureau of Land Management
CAS	Contractor Assurance System
CBI	Confidential Business Information
CERCLA	Comprehensive Environmental Response Compensation and Liability Act
CH	Contact-handled
CHRM	Contractor Human Resource Management
CH-TRU	Contact Handled – transuranic waste
CMP	Contract Management Plan
CO	Contracting Officer
COR	Contracting Officer Representative
CPAF	Cost-Plus-Award-Fee
CPARS	Contractor Performance Assessment and Reporting System
CPFF	Cost-Plus-Fixed-Fee
CPIF	Cost-Plus-Incentive-Fee
CPNF	Cost-Plus-No-Fee
CR	Cost-Reimbursement
CRADA	Cooperative Research and Development Agreement
CR TO	Cost-Reimbursement Task Order
CS	Contract Specialist
DCAA	Defense Contract Audit Agency
D&D	Demolition and Dismantlement
D&F	Determination and Findings
DM	Deputy Manager
DOD	Department of Defense
DOE	Department of Energy
DOE EM	Department of Energy Environmental Management
DOE-ICP	Department of Energy Idaho Clean Up Project
EEOICPA	Energy Employees Occupational Illness Compensation Program Act
EM	Office of Environmental Management
EM – HQ	Office of Environmental Management - Headquarters
EPA	Environmental Protection Agency
FAST	Financial Accounting Support Tool
FDO	Fee Determining Official
FFA/CO	Federal Facility Agreement and Consent Order
FFCA	Federal Facilities Compliance Act
FFP	Firm-Fixed Price
FPD	Federal Project Director
FR	Facility Representative

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FSV	Fort St. Vrain
FP	Fixed-Price
GAO	Government Accountability Office
GFSI	Government Furnished Services/Items
HCA	Head of Contracting Authority
HLW	High Level Waste
ICDF	Idaho CERCLA Disposal Facility
ICP	Idaho Clean Up Project
ID	Idaho Operations Office
IDIQ	Indefinite Delivery Indefinite Quantity
IDMS	Idaho Management System
IEC	Idaho Environmental Coalition, LLC
INL	Idaho National Laboratory
INTEC	Idaho Nuclear Technology and Engineering Center
IPPD	Integrated Product and Process Development
IPT	Integrated Project Team
IR&A	Industrial Relations & Audit
ISA	Idaho Settlement Agreement
ISFSI	Independent Spent Fuel Storage Installation
ISMS	Integrated Safety Management Team
IWTU	Integrated Waste Treatment Unit
JDRT	Joint Directives Review Team
LPSO	Lead Program Secretarial Office
M/LLW	Mixed low-level waste/low-level waste
MOU	Memorandum of Understanding
NE	Office of Nuclear Energy
NLF	NRC Licensed Facilities
NRC	Nuclear Regulatory Commission
OCC	Office of Chief Counsel
OE	Operating Engineers
OPMO	Organizational Property Management Officer
ORFSC	Oak Ridge Financial Service Center
OSHA	Occupational Safety and Health Administration
PEMP	Performance Evaluation Measurement Plan
PMB	Performance Measurement Baseline
PMI	Performance Management Incentive
PWS	Performance Work Statement
QOP	Qualified Oversight Personnel
QAP	Quality Assurance Program
QARD	Quality Assurance Requirements and Description
RCRA	Resource Conservation and Recovery Act
REA	Request for Equitable Adjustment
RFP	Request for Proposal
RH	Remote Handled
RMP	Risk Management Plan

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ROD	Record of Decision
RTP	Request for Task Order Proposal
RWMC	Radioactive Waste Management Complex
SBPM	Small Business Program Manager
SDA	Subsurface Disposal Areas
SME	Subject Matter Expert
SNF	Spent Nuclear Fuel
SOO	Statement of Objective
STI	Spectra Tech Inc.
STP	Site Treatment Plan
TAN	Test Area North
TMT	Transition Management Team
TO	Task Order
TOIM	Task Order Integration Manager
TOM	Task Order Manager
TRU	Transuranic Waste
USW	United Steelworkers
VIPERS	Vendor Inquiry Payment Electronic Reporting System

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### 1.0 PURPOSE OF THE CONTRACT MANAGEMENT PLAN

The purpose of the Contract Management Plan (CMP) is to provide guidance to the Idaho Cleanup Project (ICP) Business & Acquisition Management (BAM) team for the administration of the ICP End State Contract. The CMP will define the actions of the Contracting Officer (CO), the Contracting Officer's Representative (COR), and other Department of Energy (DOE) ICP employees, as designated in Section 2.0 of the CMP, to monitor and approve the Contractor's adherence to the terms and conditions of the contract and to ensure achievement of the objectives of the contract. This CMP will be a living document that will be periodically updated as circumstances change. The CO will be responsible for updating this CMP with input from others as needed.

This CMP is a management tool intended solely to provide guidance and should not be construed to create any rights or obligations on the part of any person or entity, including the Contractor and its employees. If a discrepancy exists between this document and the contract, the contract takes precedence.

### 2.0 CONTRACT SUMMARY AND BACKGROUND OF THE SCOPE OF WORK

<u>Contractor Name:</u>	Idaho Environmental Coalition, LLC (IEC)
<u>Contract Number:</u>	89303321DEM000061
<u>Contract Title:</u>	Idaho Cleanup Project (ICP) End State Contract
<u>Performance Period:</u>	The contract ordering period will be 10 years from October 1, 2021, to September 30, 2031. The issuance of Task Orders (TO) within the contract ordering period may extend for up to five years beyond the ten-year ordering period through September 30, 2036.
<u>Total Contract Value:</u>	The contract is estimated to be worth up to approximately \$6.4 billion over the ten-year ordering period. This includes the issuance of TOs within the contract ordering period, which may extend for up to five years beyond the ten-year ordering period.
<u>Contractor Key Personnel:</u>	See H.44 DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)

#### Contract Scope:

The ICP Office of Environmental Management (EM) mission work encompasses completing treatment of the liquid sodium bearing waste; stabilizing and storage of Spent Nuclear Fuel (SNF) and High-Level Waste (HLW); shipping transuranic (TRU) waste; treating and shipping remote handled (RH) waste; maintaining and operating the Idaho Nuclear Technology and Engineering Center (INTEC); closing remaining tank farm tanks; maintaining 1991 Comprehensive Environmental Response Compensation and Liability Act (CERCLA) remedial actions; and closure of the Radioactive Waste Management Complex (RWMC). The scope of the ICP End State Contract is specifically categorized per the following areas in the Master Indefinite Delivery Indefinite Quantity (IDIQ) Performance Work Statement (PWS):

- Facility Infrastructure: This principally includes INTEC and RWMC facility infrastructure. The Office of Nuclear Energy (NE) is the Lead Program Secretarial Office (LPSO) at Idaho and manages site-wide infrastructure.



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- **Environmental Activities:** This includes compliance with the Federal Facilities Compliance Act (FFCA), Site Treatment Plan (STP), Resource Conservation and Recovery Act (RCRA), CERCLA, the 1995 Idaho Settlement Agreement (ISA) activities principally at INTEC and RWMC; the remediation of the Subsurface Disposal Areas (SDA) at the RWMC; Test Area North (TAN) groundwater remediation; new CERCLA site remediation; site-wide stewardship; and Idaho CERCLA Disposal Facility (ICDF) transition operations.
- **Waste Management:** This includes shipping Contact Handled (CH)-transuranic waste; Remote Handled (RH)-TRU waste management; Mixed Low-Level Waste/Low-Level Waste (M/LLW) activities/disposition; and disposition of newly-generated waste as needed.
- **Liquid Waste Facility Closure:** This includes the Integrated Waste Treatment Unit (IWTU) operations to treat nearly 900,000 gallons of sodium bearing waste; completion of the Calcine Retrieval Project; and closure of the HLW Tank Farm tanks and associated liquid waste facilities at INTEC.
- **Spent Nuclear Fuel:** This includes Spent Nuclear Fuel (SNF) Operations and Management activities, as well as SNF Disposition. This also includes the Nuclear Regulatory Commission (NRC) license-required activities for the Independent Spent Fuel Storage Installations (ISFSI) located at INTEC and the Fort St. Vrain (FSV) ISFSI near Platteville, Colorado.
- **Facility Demolition and Dismantlement (D&D).**

The intent of the ICP End State Contract is to execute the above PWS in accordance with the approved *Ten-Year End State Strategic Task Order Plan*. The plan is intended to be a living document that will be updated on an annual basis or as needed. Included in the plan are descriptions of the following End State Task Orders (TO) that are contemplated to execute the PWS:

- TO 1 – Transition End State Task Order (Complete)
- TO 2 – Implementation End State Task Order (Complete)
- TO 3 – Integration & Mission Continuity Phase 1 and Phase 2
- TO 4 – RWMC Closure End State
- TO 5 – Naval Reactors End State
- TO 6 – Non-Defense Project
- TO 7 – Tank Closure End State
- TO 8 – SNF Transfer & Packaging End State
- TO 9 – Calcine Disposition End State
- TO 10 – Excess Facilities Demolition End State

See the *Ten-Year End State Strategic Task Order Plan* for the most recent information.

### Contract Type:

This is an IDIQ contract under which Cost-Reimbursement (CR) and/or Fixed-Price (FP) TOs may be issued. CR TOs can include, but are not limited to, Cost-Plus-No-Fee (CPNF), Cost-Plus-Incentive-Fee (CPIF), Cost-Plus-Award-Fee (CPAF), and Cost-Plus-Fixed Fee (CPFF) TOs. FP TOs can include, but are not limited to, Firm-Fixed Price (FFP) TOs. The term “End State” is defined as the specified situation, including accomplishment of completion criteria, for an environmental cleanup activity at the end of the TO period of performance. TOs will define objective performance criteria for completion of End States to the maximum extent practical.

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### Congressional and Stakeholder Notifications:

Congressional and stakeholder notifications follow the DOE EM Headquarters (EM-HQ) Direction Memorandum, *Office of Environmental Management Communication Process for Major Contract Actions*, dated November 4, 2020. This guidance establishes processes among the EM acquisition offices, site public affairs offices, and the HQ Office of External Affairs that support required notifications for major contract actions.

In coordination with EM-HQ Communications, a 301/311 Notice of Pending Contract Action was issued May 24, 2021. This Notice covered the Master IDIQ contract, the maximum contract value of \$6.4B and all contemplated TOs within the ten-year ordering period, including TOs that may extend for up to five years beyond the ten-year ordering period.

### **3.0 IDENTIFICATION OF KEY DOE TEAM MEMBERS, INCLUDING ROLES AND RESPONSIBILITIES**

<b>Name</b>	<b>Position</b>
Nicholas A. Balsmeier	Acting Manager, Idaho Cleanup Project Fee Determining Official Contracting Officer's Representative (COR) (primary)
TBD	Deputy Manager, Idaho Cleanup Project
Schyler Walker	Acting Assistant Manager (AM), Business & Acquisition Management
Nicole Brooks	Acting AM Environment & Waste Programs
Ty Sanders	Acting AM, INTEC Operations
Jonnie Zobell	AM, Operational Oversight
Aaron Nebeker	Acting Supervisory Contracting Officer Acting Procurement Director Task Order Integration Manager
Grace Ruiz	Contracting Officer (primary)
Marianne Boline	Contracting Officer
Mary Bates	Contracting Officer
TBD	Contract Specialist
As designated by the CO	Task Order Managers
Eric R. Holmes	COR, Security
Jameson Rammell	COR, Office of Chief Counsel
Randall D. Lillie	COR, Information Management and Cyber Security
Brandi Dingman	Industrial Relations
Christy Whitman	Acting Supervisor, Project Cost & Analysis Team
Danielle Miller	Public Affairs Specialist
TBD	Real Estate Specialist
Scott Hobbs	Property Administrator
Dave Hawkes	Small Business Program Manager

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### 3.1 ROLES AND RESPONSIBILITIES

Proper fiscal stewardship is the responsibility of all DOE personnel. All DOE personnel must ensure that the Government receives, on a timely basis, the best value service to the customer, while maintaining the public's trust and fulfilling public policy objectives. The DOE ICP BAM team was established to identify personnel with the requisite levels of knowledge and experience to assist in the management and oversight of the ICP End State Contract. BAM has the ultimate responsibility to monitor contract performance and to ensure that day-to-day contractual or technical issues are resolved as efficiently as possible. Performance of contract management and oversight activities using a team concept will help to ensure that services are performed or outcomes achieved that meet the contract requirements and that the Government obtains quality services on time and within the negotiated prices specified in the contract. As discussed in Section 3.2, this team approach is consistent with the End State Contracting Model, which focuses on the Government and the Contractor partnering to achieve goals.

The CMP was created to identify the roles and responsibilities of the DOE members and to provide a suggested approach to contract management and oversight. A summary of the roles and responsibilities of each DOE member is described below regarding key contract administration duties. The descriptions of DOE ICP support responsibilities are consistent with the general functional roles and responsibilities of the DOE ICP office and organization rather than to the responsibilities of specific individuals.

- 3.1.1 HCA and Authority:** The Office of Environmental Management's Head of Contracting Authority (HCA) is the HCA for ICP. All actions that require CO authority are executed by the HCA or by COs appointed by the HCA with the requisite warrant and authority. Details regarding the cooperative relationship between the HCA for EM and the HCA for the Office of Nuclear Energy (NE) for EM funded acquisitions executed by DOE ICP are documented in the most current *Memorandum of Understanding Between the Office of Environment Management and the Office of Nuclear Energy for Office of Environmental Management Personal Property, Acquisition, and Assistance Actions Executed at the Idaho Operations Office*.
- 3.1.2 Procurement Director:** The Procurement Director is delegated from the HCA authority and is responsible for leading the development and implementation of the procurement strategy over the acquisition function.
- 3.1.3 Assistant Manager (AM) for BAM:** The AM BAM reviews/concurs on all significant CO decisions or contracting actions prior to implementation and correspondence requiring HCA or DOE Procurement Executive approval. The CO consults with the AM BAM on contractual issues as needed.
- 3.1.4 CO and Authority:** The primary CO for this contract is located at DOE ICP. The CO is designated in Section G of the contract and has the authority to enter into, administer, or terminate this contract. Additional COs are designated under Section G. The primary CO or other designated COs, through properly written modification(s) to the contract, are the only personnel authorized to make changes to contract price (cost and fee), scope, or schedule. The designated COs are also the only individuals who can accept nonconforming work, waive any requirement of this contract, or modify any term or condition of this contract.

The primary and designated COs will perform the following contract actions:

- Ensure all work under this contract is completed in compliance with the terms and conditions of the contract.

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- Safeguard the interests of the contractual relationship.
- Request and consider advice of specialists in audit, law, engineering, and other fields, as appropriate.
- Accept all work and effort under this contract.
- Issue written stop work orders as necessary.
- Certify invoices from the Contractor for payment.
- Evaluate fee invoices.
- Monitor the Contractor's performance and enforce contract requirements.

**3.1.5 COR Authority:** CORs for this contract are located at DOE ICP. The COR is designated by the CO in writing, and the COR roles and responsibilities are defined in the COR designation letter. The COR has primary responsibility for providing technical direction as stated in Section I clause DEAR 952.242-70, Technical Direction, to the Contractor and performs contract management and performance oversight with support from appropriate DOE ICP management and staff. Other CORs may be designated at the discretion of the CO to execute specific functional roles and responsibilities in support of the contract.

The COR's Letter of Designation includes the following responsibilities:

- Monitor Contractor compliance with technical requirements of the work defined in the PWSs, including reports, documentation, data, work products, milestone schedules, and deliverables.
- Provide performance oversight to ensure the products and services for which the COR is responsible are delivered by the Contractor in accordance with the terms and conditions of the contract, including quality.
- Perform inspection and acceptance of work, as required and in coordination with the CO.
- Conduct periodic reviews, audits, and surveillances of the Contractor to ensure compliance with the contract, as required.
- Monitor administrative and funds aspects of the contract including oversight of the status of costs for completing performance under the contract and the appropriateness of costs charged and invoiced to the contract.
- Review the appropriateness of fee or profit claimed.

The COR does not have the authority to, and may not, issue any technical direction that:

- Constitutes an assignment of additional work outside the PWS.
- Constitutes a change as defined in the contract clause entitled "Changes."
- In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance.
- Changes any of the expressed terms, conditions, or specifications of the contract.
- Impedes the Contractor's right to perform the terms and conditions of the contract.

**3.1.6 Contract Specialists (CS):** Contract Specialists support the CO in the daily administration of the contract. This includes the preparation and processing of contract-related documents, modifications, and other correspondence for CO signature; research of applicable contract requirements, laws, and regulations to assist the CO in making sound business decisions; maintenance of contract files; and processing of Contractor requests for payment or other documents/written requests received from the Contractor.

**3.1.7 Task Order Integration Manager (TOIM):** The TOIM manages the planning, implementation, and integration of the IDIQ TOs; conducts focused federal oversight to monitor the sequencing of Requests for TO Proposal (RTP) followed by integration of all

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active TOs, including the contemplation and sequencing of future TOs based on EM priorities; coordinates with DOE ICP senior leadership, COs, CSs, CORs, Subject Matter Experts (SME), other ICP Project personnel, and the Contractor.

- 3.1.8 Task Order Manager (TOM):** The TOM manages and coordinates the day-to-day oversight of TO execution and monitors earned value management metrics and other TO performance metrics. For TOs that are managed using the DOE O 413.3B process, the Federal Project Director (FPD) will serve as the TOM. The TOM also may be appointed as the COR for the TO, if deemed necessary.
- 3.1.9 Qualified Oversight Personnel (QOP):** Qualified Oversight Personnel designations could include, but are not limited to, FPDs, SMEs, DOE Facility Representatives (FRs), project controls staff, and project managers. These individuals may support the CO and/or the COR in the performance of day-to-day contract administration activities. However, absent a specific delegation of authority, QOPs do not have the authority to act as designated CORs. As with CORs, QOPs are subject to the Ethics in Government Act and the Procurement Integrity Act.
- 3.1.10 Office of the Chief Counsel/Legal Services:** Legal reviews under this contract will be performed by the DOE Idaho Operations Office (ID) Office of Chief Counsel (OCC). The OCC will conduct legal reviews and provide concurrence on many regulatory and contract management issues. OCC will assist the ICP with any legal issues related to the contract/site. Legal staff may review submittals, subcontract consent packages, Determination and Findings (D&F), etc., to ensure that appropriate contract language is being used by the Contractor and DOE staff that is in compliance with the contract. OCC will advise, provide information, or assist with the resolution of issues related to conflicts of interest, confidentiality, contract terms and conditions, contract modifications, work authorizations, and contract disputes.
- 3.1.11 Industrial Relations:** DOE-ID Industrial Relations will work with BAM to ensure that the contractor conforms to all rules, regulations, and terms and conditions related to the Contractor Human Resource Management (CHRM) Section H clauses.
- 3.1.12 Project Controls & Analysis Team Supervisor:** The DOE ICP Project Controls & Analysis Team Supervisor plays a critical role in working with the CO and DOE-ID Financial Services to ensure that the Contractor conforms financially to all rules, regulations, terms and conditions related to the approved budget, baseline, etc., including, but not limited to, obligations/funding, billing procedures, and submission of invoices.
- 3.1.13 Project Controls/Technical Analysts:** Project Controls and/or technical analysts from the DOE ICP will assist BAM with contract management in the areas of planning, organizing, and conducting management studies of the Contractor's programs, organization, budgetary, earned value management, operational or other business and administrative systems, and provide technical assistance and advice on program planning, and fiscal and/or human resource management. The Project Controls and technical analysts also will be responsible for reviewing and preparing cost reviews and technical evaluations of all proposals as a result of a new TO, change order, or request for equitable adjustment. In addition, these specialists/analysts will make recommendations for and assist in the implementation of new techniques or procedures to improve methods of operations, strengthen controls, and effectively utilize resources. Primary areas include

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project management oversight, budget/financial management oversight, and daily operational and safety oversight.

- 3.1.14 Public Affairs Specialist:** The DOE-ID Public Affairs Specialist, in coordination with DOE ICP, will assist BAM by ensuring the implementation of a public affairs program that includes preparing communications and conducting activities that effectively and creatively convey information about the Idaho National Laboratory (INL) Site to federal, state, and local government agencies and interest groups. This could include drafting articles and press releases on topics consistent with the overall objectives of the contract. Such activities may involve coordination and distribution of both hard and electronic copies. The Public Affairs Specialist may be asked to draft speeches, statements, talking points, and portions or entire material for congressional testimony and other public appearances or interviews for the DOE and/or DOE senior management staff. The Public Affairs Specialist will respond to media inquiries and requests from the general public and assist in the development of visual communications such as PowerPoint presentations, videos, and static displays that communicate DOE's mission, programs, services, etc., to various audiences.
- 3.1.15 Real Estate Specialist:** The Real Estate Specialist will assist BAM in the review and approval process to acquire, manage and/or dispose of real property.
- 3.1.16 Property Administrator:** Property administration support will be conducted by the DOE-ID Organizational Property Management Officer (OPMO). The OPMO will assist BAM in the following areas: conduct overall property administration; coordinate and control the property management program; ensure that required property accountability records are maintained and that required reports are submitted timely; implement property management policy and procedures and provide guidance to the ICP, as necessary, within their area of control; ensure that all actions are taken to ensure the integrity of the property management program and that Government property is managed to provide optimum protection against fraud, waste, and abuse; provide oversight of the property management program and disseminate information to BAM; ensure that required physical inventories are conducted within their jurisdiction and that discrepancies are appropriately reconciled; and re-designate in writing this function, if removed.
- 3.1.17 Small Business Program Manager (SBPM):** The SBPM works with BAM to support achieving small business goals and ensures compliance with small business requirements. The SBPM also will review the original and all revisions to the master small business subcontracting plan(s) and all TO subcontracting plans as required by contract clause H.51 Task Ordering Procedure.
- 3.1.18 Fee Determining Official (FDO):** The designated FDO makes the final determination of the amount of fee to be awarded to the Contractor under the CPAF task order. The FDO approves the award fee plan and any significant changes to the plan. When determining the final award fee, the FDO considers available information including, but not limited to, technical evaluations from federal staff and Contractor self-assessments. Based on this information, the FDO assigns a final performance fee amount for the evaluation period. The FDO will notify the ICP CO in writing of his/her final

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determination of that performance fee amount. and notifies the CO in writing of the fee determination.

**3.1.19 Other Contract Administration Parties:** EM-HQ provides coordination and contract management guidance for the ICP End State Contract through the EM Office of Acquisition and Project Management (EM-5.2). To facilitate this support, a designated EM-HQ liaison collaborates with DOE ICP personnel. This oversight focuses on overall contract management of the program. EM-HQ will compile and analyze data across contracts and identify weaknesses and problems on a more national level. As necessary, EM-HQ will examine in-depth problems discovered during national oversight and provide uniform advice and assistance in developing corrective actions to resolve issues identified during their oversight and monitoring. EM-HQ will respond to inquiries from Congress, Office of Management and Budget, Inspector General, General Accountability Office, special interest groups, and the public with input, data, and feedback from the sites.

The Defense Contract Audit Agency (DCAA), under the authority, direction, and control of the Under Secretary of Defense (Comptroller) and/or other selected public accounting and auditing firms, is responsible for performing contract audits (e.g., incurred cost audits, business system reviews/audits, etc.) for DOE, and providing accounting and financial advisory services regarding contracts and subcontract(s) for the ICP End State Contract administration activities. These services are provided in connection with negotiation, administration, and settlement of contracts and subcontract(s).

## 4.0 CONTRACT MANAGEMENT PROCESSES

The CO relies on the joint effort of the DOE ICP management and staff to manage this contract. BAM is to use this plan/guide as a means for an effective communication process supporting achievement of successful contract management. DOE ICP staff meets to discuss site-related issues, including but not limited to, contractual management issues as necessary during the staff meetings that are held on an as-needed basis. However, additional discussions, as appropriate, will also be utilized to ensure proper contract management. The following processes are provided as guidelines:

### 4.1 CONTRACT TRANSITION/EXTENSION PLANNING

The ICP Contractor will have 90 days to execute the contract transition period in which they will transition the incumbent contractors, Fluor Idaho, LLC (Fluor), Contract No. DE-EM0004083 and Spectra Tech, Inc. (STI), Contract No. DE-EM0003976. The contract effective date began with the formal Contract Transition Period (Task Order-1) on October 1, 2021.

DOE ICP will employ an Integrated Project Team (IPT) approach to track and maintain oversight requirements for both the outgoing and incoming contractors. A Transition Management Team (TMT) was established to determine the extent of work completed by the outgoing contractors, what the federal employee oversees, and what the incoming contractor is going to do for each functional and project area.

On November 29, 2021, DOE approved the incoming Contractor's *Transition Plan for the Idaho Cleanup Project*, dated October 12, 2021. This Plan includes details of all transition activities including but not limited to, the following: the transition schedule; a description of all necessary transition activities; coverage of key functional areas during the transition period; the planned strategy for developing required documents (including licenses and agreements); a brief description of all involved organizations; planned execution of Interface Agreements with other DOE-ID site contractors and necessary Memoranda of

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Understanding (MOUs) with outside support organizations (e.g. NRC, Bureau of Land Management (BLM), etc.); required utilities; and other transition activities such as acquisition of necessary equipment, hiring and training of personnel, development or revisions of required plans and procedures.

The incoming Contractor will be required to provide weekly status reports of transition activities to DOE and establish routine status meetings with DOE and other affected contractors to review transition activities and issues.

### CHRM Transition Activities:

Within 30 days after the effective date of the Transition Task Order, the Contractor shall provide a Workforce Transition Plan for the Contractor and its first and second-tier subcontractors, including processes and procedures regarding how the Contractor will implement and ensure compliance with the hiring preferences set forth in clauses H.4 and H.9, as applicable. As outlined in Section H clause, Workforce Transition and Benefits Transition: Plans and Timeframes, the Contractor shall, within the specified timeframes, perform the activities and submit documentation (e.g., Workforce Transition Plan, including updated Staffing Plan; Transition Agreements; Communications Plan; Benefits Transition Plan; Contractor Employee Compensation Plan) supporting the transition of the workforces. In accordance with Section H clause, Labor Relations, the Contractor shall recognize and bargain with labor organizations representing its employees, specifically for work currently performed by members of the United Steelworkers Local 652 (USW), the Operating Engineers Local 370 (OEs), and the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers Local 983 (Teamsters). The Contractor shall consult with these unions regarding the initial terms and conditions of employment and recognize these unions as the collective bargaining representative(s) for employees performing work that has historically and traditionally been performed by members of these unions and is covered in the scope of this contract, and to bargain in good faith for a collective bargaining agreement that gives due consideration to applicable terms and conditions of the existing collective bargaining agreement(s) for work at the ICP.

On November 29, 2021, DOE approved the incoming Contractor's *Workforce Transition Plan for the Idaho Cleanup Project*, submitted October 26, 2021.

## **4.2 ICP TEN-YEAR END STATE STRATEGIC TASK ORDER PLAN**

Contract clause H.57 Partnering provides for the Contractor and the Government to establish a non-binding, signed Partnering Agreement for the ICP at the INL Site. The purpose of this agreement is to establish a common vision with supporting goals, objectives, and expectations of doing business together in a manner that brings the best value to the Government.

Partnering is an underlying principle of the End State Contracting Model. This model promotes the Government and the Contractor working together to fairly share risk between the Government and the Contractor to achieve desired end states. For the ICP End State Contract, DOE ICP and the Contractor will partner in the development and final submittal of an ICP *Ten-Year End State Strategic Task Order Plan*. The ICP *Ten-Year End State Strategic Task Order Plan* is intended to serve as the framework for planning, managing, and identifying the necessary resources to successfully award and administer the contemplated TOs over the 10-year ordering period. The *Ten-year End State Strategic Task Order Plan* will provide a basis for the partnered TO development and support defining TO PWSs. DOE ICP and the Contractor collaborated on the development of the plan, with the final DOE ICP submittal to DOE EM within 60 days after the effective date of the Transition Task Order. The plan requires DOE EM approval, and it is intended to be a living document that will be periodically updated as circumstances change during the contract period of performance.



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### 4.3 TASK ORDERING PROCEDURE

Prior to issuing an RTP, the TOIM will coordinate with the designated TOM and DOE ICP management, establish a federal IPT, and complete a TO form in partnership with the Contractor. The TOIM and TOM will work with the IPT to complete the TO form, develop a Statement of Objectives (SOO), and identify clear deliverables and end states that are to be achieved during the performance of the TO. Once approved, the TO form will be transmitted to the Contractor to begin the partnering process in developing the requirements and PWS for the subject TO. Once this is finalized, the CO will issue the formal RTP in accordance with contract clause H.51 Task Ordering Procedure. The RTP will include at a minimum a TO PWS, proposed performance standards, requirements for the Contractor's TO proposal, and response time for submitting the TO proposal (assumed to be 30 days unless specified by the CO).

The Contractor's TO proposal shall be compliant with contract clause H.51 and shall include the following, as applicable, to the individual TO:

- Discussion of technical approach for performing the work.
- Date of work commencement and schedule of performance.
- A fragment of the detailed resource-loaded schedule for the TO's scope of work and the Integrated Master Schedule which includes the proposed TO.
- Work Breakdown Structure Dictionary sheets.
- Time-phased cost estimate at a level determined by DOE.
- Basis of estimate at a level determined by DOE.
- Proposed deviations from the PWS requirements, if any.
- Contractor's proposed fee or profit in accordance with the fee/profit ceilings identified in contract clause B.5 DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised).
- Separate small business subcontracting goals at the TO level.

In accordance with clause B.9 Basis for Changes, the TO proposal shall clearly identify the risk ownership for both the Government and IEC such that contract changes are reduced to the maximum extent practicable.

The Contractor shall submit TO proposals in accordance with FAR Part 15, Table 15-2 – Instructions for Submitting Cost/Price Proposals When Certified Cost or Pricing Data Are Required. If the value of the TO proposal does not exceed the threshold for certified cost or pricing data, the CO may require information other than cost or pricing data, including information related to prices and cost that would otherwise be defined as cost or pricing data, if certified. The TO proposal shall also be in accordance with FAR Part 31 – Contract Cost Principles and Procedures.

The Contractor's TO proposal is subject to review and acceptance by the CO or designee. The CO will either accept the terms and conditions of the Contractor's TO proposal or negotiate any areas of disagreement with the Contractor. After review and necessary discussions, the CO may issue a TO to the Contractor.

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### 4.4 CONTRACT COMMUNICATION PROTOCOL

The following sections address how formal, informal, and outside communication is expected to flow. Discussions, as appropriate, will be utilized to ensure proper contract management.

#### 4.4.1 Formal Communications with the Contractor

All formal direction to the Contractor is issued by the CO as delegated, or the COR within designated authority. Such direction should be in writing but may be provided orally in meetings, briefings, phone, or video conferencing. A written record of direction should be immediately created for such oral directions. In some instances, formal CO direction will be in the form of electronic mail. All correspondence shall include the following statement, where applicable, “The DOE 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 DOE, either direct or indirect.”

Similarly, the following caveat should be included within the body of correspondence issued by the COR, “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 (either direct or indirect) or delay delivery to the Government. If the Contractor considers that carrying out this action will increase contract costs or delay delivery, the Contractor shall promptly notify the CO orally, confirming and explaining the notification in writing within five (5) working days. Following submission of the written notice of impacts, the Contractor shall await further direction from the CO.”

Performance of the work under the contract is subject to the technical direction of DOE’s COR in accordance with the Section I clause, DEAR 952.242-70, Technical Direction.

The CO must be in concurrence with all correspondence to the Contractor (e.g., technical direction by the COR) and receive a copy when issued. Only the CO has the authority to interpret the contract terms and conditions or make changes to the contract.

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 provision and/or subject matter. When submitting contract deliverables pursuant to Section J of the contract, all parties should include the deliverable number in correspondence for submittal and approval. Formal communication from the Contractor should follow a contract correspondence tracking system with commitments appropriately assigned and tracked for timely completion. The contract specifies correspondence procedures in contract clause G.4 DOE-G-2004 Contract Administration (Oct 2014).

#### 4.4.2 Informal Communications with the Contractor

Informal communications can occur between a member of DOE ICP staff and any Contractor employee. This type of communication is non-binding on DOE or the Contractor and does not constitute contract direction (i.e., formal communication). Informal communication can take the form of retrievable databases, telephone, virtual platforms, presentations, meetings, and other means.

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Informal communications between DOE ICP staff and Contractor staff are needed for proper oversight coordination and to ensure meaningful partnering with the Contractor. This type of communication is expected and encouraged. This communication should be constructive in nature, and DOE ICP members should avoid requesting information obtainable by other means. In their informal communications, DOE ICP staff must avoid the impression the communications are formal. Particularly, when the CO or COR is engaging in informal communications, s/he must be careful to identify those communications as non-binding. The CO and COR should inform the Contractor as to whether the communications or portions thereof are formal or informal.

BAM will meet as required to discuss contractual and technical topics and requirements. The CO, COR, TOIM, and Project Controls/Technical Analysts will communicate on a regular basis to discuss progress of contractual requirements. In addition, regular meetings among the CO, COR, and technical advisors will be held to discuss topics or issues in more depth and to ensure all requirements are on schedule or in the process of being addressed.

### **4.4.3 Outside Communications (Non-DOE ICP Communications)**

During the performance of this contract, the Contractor also will be required to communicate with non-DOE ICP member(s) in conjunction with its responsibilities and work scope. The following parties most likely to be involved are DOE Headquarters (DOE-HQ), other federal agencies and offices including the Environmental Protection Agency (EPA) and Government Accountability Office (GAO), other site contractors, and officials from state agencies. Because these entities are outside of the contractual relationship between the Contractor and DOE ICP, their communications to the Contractor may not be construed as contractual direction to change the scope or terms and conditions of the contract. It is expected, however, that these interactions will be fully coordinated with the appropriate DOE ICP staff in advance. In addition, DOE has the responsibility for setting the tone and timing for interactions with the press (news media) and state regulators, and any proposed communication with reporters needs to be coordinated with, and approved by, DOE Public Affairs staff. Such communication includes proposed news releases, interviews, site tours by reporters, etc. Responses to Members of Congress and their staff are to be coordinated through the ICP Public Affairs staff and DOE-HQ (EM-HQ and Office of Congressional and Intergovernmental Affairs), as necessary.

## **4.5 GOVERNMENT FURNISHED SERVICES/ITEMS (GFSI)**

As stated in Contract Section B, the Contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in the contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the work as defined in Section C, PWS, under this contract and the resulting TOs. However, the Contractor is not responsible for some services which are considered to be Government-supplied services. A list of GFSI is provided to the Contractor, along with the Contractor's requirements and DOE's role, in Section J, Attachment J-7, Government Furnished Services/Items (GFSI), of the contract.

The Contractor shall establish, maintain, and use a project control management system that accurately reflects the status of contract activities relative to schedule performance and that tracks progress against the approved baseline. This schedule must also include all GFSI activities as listed in the Section H clause, "Government Furnished Services/Items (GFSI)," and must also be consistent with the annual Contractor projections of its needed GFSI for the upcoming fiscal year.

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### **4.6 INSPECTION/SURVEILLANCE AND ACCEPTANCE PROCESSES**

Inspection and acceptance shall be conducted in accordance with Section E, Inspection and Acceptance, of the contract. Per contract clause E.2 Inspection and Acceptance, inspection of all items under this contract shall be accomplished by the CO in accordance with the clauses listed in E.1 Clauses Incorporated by Reference. If the CO assigns this responsibility to the COR or another representative of the Government, the CO shall notify the Contractor in writing.

Acceptance criteria that acknowledge items, services, and deliverables conform to the applicable contract quality and quantity requirements include compliance with federal and state regulations, the NRC, the Occupational Safety and Health Administration (OSHA), DOE Directives and Standards, Regulatory Agreements, and the performance requirements set forth in the contract or resulting TO. DOE will be available to the Contractor to discuss the necessary processes DOE will use to verify Contractor performance.

### **4.7 STOP-WORK AUTHORITIES**

In accordance with FAR 52.242-15 Stop-Work Order (Aug 1989) (applies to FFP TOs only) and FAR 52.242-15 Stop-Work Order (Aug 1989) – Alternate I (Apr 1984) (applies to CR TOs only) located in Section F of the contract, the CO, may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor. The CO may also, at any time during the performance of this contract, issue an order stopping work, in whole, or in part, due to environmental, safety and health reasons.

All DOE ICP staff members are obligated and required to stop any observed work activities in which conditions exist that pose an imminent danger or serious hazard to workers or the public or are not protective of the environment. DOE federal employees have the authority to “stop work,” which applies to the shutdown of an entire plant, activity, or job. The stop-work order will be promptly confirmed in writing by the CO. In all these situations, work stoppages at this level could be very simple in that an unsafe act is stopped, or an unsafe operation is halted. In such situations, work shall not continue until the responsible party corrects the situation and the stop-work order is canceled by the CO. Contract clause H.26 DOE-H-2021 Work Stoppage and Shutdown Authorization (Oct 2014) (Revised) defines the term Imminent Health and Safety Hazard; describes a work stoppage and a shutdown; discusses the roles of the individual or group identifying the potential health and safety hazard and the CO; and requires the clause to be flowed down to all subcontractors at all tiers.

### **4.8 CONTRACT PAYMENT METHOD**

Clause G.5, Billing Instructions (Mar 2019) (Revised) (For Firm-Fixed-Price Task Orders), of the contract includes the specific instructions to the Contractor for submitting and substantiating invoices for FFP TOs. The Contractor will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting payment for work performed under each FFP TO issued under the Master IDIQ contract. All invoices shall be supported by a billing schedule summarized by funding source.

Clause G.6, Billing Instructions – Alternate I (Mar 2019) (Revised) (For Cost-Reimbursement Task Orders), of the contract includes the specific instructions to the Contractor for submitting and substantiating invoices for CR TOs. The Contractor will use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal) when requesting payment for work performed under each

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CR TO issued under the Master IDIQ contract. Vouchers for payment of costs shall be submitted timely in accordance with FAR 52.216-7(a)(1). All invoices shall be supported by a billing schedule summarized by funding source.

The Contractor may submit fee invoices upon completion of the TO and/or receipt of the CO's consent to submit the fee invoice. The Contractor shall notify the CO of completion of each task. DOE will review completion criteria/end states in TOs to ensure required work is accomplished and then authorize fee payments, as appropriate. Upon receipt of an acceptable invoice for fee payment, the CO will assess the need for further adjustments as provided for elsewhere in the contract.

The Contractor shall submit invoices electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit invoices, attach supporting documentation, and check the payment status of any invoice submitted to the DOE. The submission of invoices electronically will minimize correspondence and other causes for delay and will facilitate prompt payment to the Contractor.

Once an invoice is received and logged into the accounting system, appropriate DOE personnel, who have been identified as the proper reviewing and approving officials, receive notification from VIPERS that an invoice has been submitted and is ready for review and approval. The Approving Official can then access the Financial Accounting Support Tool (FAST) which gives the cognizant contracting and program officials the necessary access for reviewing and approving the invoice. Invoice review and approval is made in accordance with the Idaho Management System (IDMS) Process Description, *ICP Contractor Voucher Review Process*.

In accordance with contract clause G.7 Invoice/Payment Procedures, the Government will make interim payments to the Contractor not later than fourteen (14) calendar days after receipt of an acceptable invoice from the Contractor.

The following list includes personnel and their general responsibilities:

### **4.8.1 Project Cost & Analysis Team**

The Project Cost & Analysis Team will be responsible for determining the availability of funds for use on the contract and identifying detailed funding commitments attached to requisitions that are then obligated through the contract funding modifications. This includes analyzing invoices to verify invoiced/costed amounts (1) are properly recorded against contract funds control points, (2) do not exceed funds control limits, and (3) align with work that has been performed. The Project Cost & Analysis Team also provides recommendations to the CO regarding payment of the invoice.

### **4.8.2 CO**

The CO will reject incomplete or unacceptable invoices; allow or disallow costs; make adjustments to payments; receive and evaluate COR and Project Cost & Analysis Team's payment recommendations; and approve payments.

### **4.8.3 Technical Reviewers**

The Technical Reviewers will perform technical reviews of invoices; conduct field verification of the work completed; provide written certification that sufficient review was conducted; identify any issues; and make payment recommendations.

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### 4.8.4 Financial Services

Financial Services verifies that a voucher includes agreed-to indirect billing rates and that the cost invoice is arithmetically accurate and makes payment recommendations to the CO. Financial Services assists the CO in accounting issues related to the contract.

## 4.9 FEE ADMINISTRATION

### 4.9.1 Performance Management Incentive

The Performance Management Incentive (PMI) is a contract-wide incentive measured among all active TOs, excluding Transition and any Performance Evaluation Measurement Plan (PEMP). A total PMI fee of \$2M per fiscal year may be earned based on outstanding results in Contractor performance, as determined by the CO in the following areas:

- Safety and operational performance.
- Meeting regulatory or court-ordered milestones.
- Quality assurance performance per contract clause C.9.3.12 and Section E clause FAR 52.246-11, where continuous monitoring and performance improvement are evident.
- Maintaining the operability of facilities and other infrastructure throughout the performance period such that degradation is addressed to prevent mission impact.
- Management of the Contractor's team, including teaming subcontractors, to ensure efficient and effective partnering with the Government and all parties.
- Establishment, maintenance, and implementation of sound business systems to ensure efficient and effective business management in a complex IDIQ TO environment.
- IDIQ management, including timely, good faith and fair dealings in conducting negotiations with DOE with the goal of a reasonable outcome, including equitable risk sharing, for all parties.

The PMI is a unilateral action and will not be negotiated with the Contractor. The CO also has discretion to allow the Contractor to correct performance issues and potentially recover withheld fee.

The CO has established a quarterly evaluation process to evaluate performance under all PMI elements, which also will be reflected in the annual Contractor Performance Assessment and Reporting System (CPARS) evaluation of any applicable TO. Quarterly provisional PMI fee payments will be paid by taking 80% of the PMI fee, dividing by four quarters for each 12-month period, and subtracting any CO-determined PMI fee reductions. The remaining 20% of the PMI fee will be held until the end of each fiscal year. The PMI fee, minus any PMI fee reductions, is considered earned at the end of the fiscal year. Any unearned fee will not roll over into the following fiscal year.

### 4.9.2 Performance Evaluation Measurement Plan

This is an IDIQ contract under which CPAF TOs may be issued. The Integration & Mission Continuity TO contract type is contemplated as a CPAF. To motivate the Contractor's performance while achieving contract performance, fee for CPAF TOs will be determined based on a Performance Evaluation Measurement Plan (PEMP). PEMP development will follow the applicable EM-HQ fiscal year PEMP guidance. The objective of this guidance is to focus on

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aligning fee incentives with EM mission objectives and priorities to ensure contractors are driven to perform at the highest levels of safety and excellence and to ensure consistency in fee determinations across the DOE complex.

The CO will unilaterally issue a PEMP for each evaluation period that establishes the criteria and procedures for evaluating the Contractor's performance for the purpose of determining the award fee earned. The PEMP will include, as a minimum, the following:

- Evaluation criteria linked to the contact's performance objectives and defined in terms of cost, schedule, technical, or other contract performance requirements or objectives.
- Means of how the Contractor's performance will be measured against the evaluation criteria.
- Fee evaluation period.
- Amount of the total annual available fee that is allocated to the evaluation period, including the allocation of primarily objective award fee criteria with some subjective award fee criteria.
- Methodology for application of subjective evaluation ratings or attainment of predetermined objectives to earned fee.

Performance will be evaluated in accordance with the PEMP, and fee recommendations will be provided to the designated FDO. The FDO determines the amount of award fee to be earned by the Contractor for each evaluation period. Final scorecards are posted on the contract webpage.

### 4.9.3 Task Order Fee/Profit Ceilings

TO fee/profit ceilings will be negotiated for each TO. Fee/profit ceilings will adhere to the following ceilings specified under clause B.5 DOE-B-2015 Task Order Fee/Profit Ceiling (Oct 2014) (Revised):

<b>Task Order</b>	<b>Fee/Profit Ceiling</b>
CPIF	15% maximum fee based on estimated/negotiated cost
CPAF	8% fee ceiling based on the estimated/negotiated cost
CPFF	5% fee ceiling based on the estimated/negotiated cost
Hybrid	Apply the fee/profit ceiling(s) at the CLIN level
FFP	15% profit ceiling based on the negotiated cost

The fee (target, award, or fixed)/profit amount for each TO will be negotiated and established based on risk and complexity. Fee payments will be in accordance with contract clause B.12 Provisional Payment of Fee and the respective TOs, if applicable.

Certain terms and conditions of the TO provide for provisional payment of fees for certain incentives as well as the requirements the Contractor must meet before the Government is obligated to pay fee, provisionally, to the Contractor and for the Contractor to have any right to retain the provisionally paid fee.

### 4.10 CONDITIONAL PAYMENT OF FEE OR PROFIT CONTRACT CLAUSE

The contract contains clause DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts. This clause allows for a fee penalty if the Contractor fails to comply with the terms and conditions of the contract related to the safeguarding of Restricted Data and other classified information (i.e., Formerly Restricted Data and National Security Information) and relating to

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the protection of worker safety and health, including compliance with applicable laws, regulations, and DOE directives.

The clause applies to all active TOs and has a formula for determining the amount of penalty and the measure of penalty. The clause also includes mitigating factors to be considered before determining the amount of the penalty along with specific degrees of performance failure to consider. The penalty is limited to the maximum fee available during the performance or evaluation period during which the performance failure occurs. Per DEAR 970.5215-3, an Environment, Safety and Health (ES&H) performance failure occurs if the Contractor does not comply with the contract's ES&H terms and conditions, including the DOE approved Contractor Integrated Safety Management System (ISMS). A safeguarding restricted data or other classified information performance failure occurs if the Contractor does not comply with the terms and conditions of the contract relating to the safeguarding of Restricted Data and other classified information.

### **4.11 PROJECT MANAGEMENT ACTIVITIES AND CONTRACT CHANGE CONTROL PROCESS**

As discussed above in Section 2.1.3, only the CO has the authority to change the scope, cost, and schedule of this contract through the issuance of a modification to the contract. Changes from a multitude of sources can be recommended to the CO and will be evaluated taking into consideration priority, cost, delivery/time requirements, etc. In establishing the Government's negotiation objective(s) for any changes affecting the contract scope, cost and/or schedule, the CO will rely on the technical expertise of other DOE ICP staff. The CO must include a definitization schedule that does not exceed 180 days after the Contractor is notified of the change order.

The Contractor's efforts at managing changes related to scope, cost, and schedule, as well as its efforts at mitigating variances to approved scope, cost, or schedule, will be monitored and evaluated by the CO and COR throughout contract performance. As applicable, changes will be issued to the Contractor pursuant to FAR 52.243-1 Changes – Fixed Price (Aug 1098) – Alt II (Apr 1984), FAR 52.243-2, Changes-Cost Reimbursement (Aug 1987) – ALT II or III (Apr 1984), or FAR 52.243-4 Changes (Jun 2007), either unilaterally or bilaterally, depending on the circumstances.

The Contractor shall perform project management support and administration in accordance with contract clause H.17 Earned Value Management System. During transition, the Contractor submitted for DOE approval a Project Management Plan (PMP) consistent with the requirements in DOE O 413.3, *Program and Project Management for the Acquisition of Capital Assets*. DOE approved the PMP on June 9, 2022. The Contractor's planning and performance reporting processes should provide DOE with supporting data for an independent assessment of the Contractor's work execution plan, basis of cost and schedule estimates for work packages and planning packages, measurement basis of progress reporting, and the change control process.

#### **4.11.1 Performance Measurement Baseline**

The Performance Measurement Baseline (PMB) is an integrated and traceable technical scope, schedule, and cost execution baseline that encompasses all activities to execute the requirements of this contract. The PMB informs and is integrated with other site contractors' life-cycle scope, schedule, and cost baseline, as applicable, and it enables safe, effective, and efficient advancement and completion of the site mission. The Contractor shall develop and submit an initial PMB that is representative of the initial TO scopes of work. Subsequent updates to the PMB will occur as each TO is negotiated and awarded and implemented into the PMB. The proposed PMB updates for additional TO work only will be submitted as part of the Task



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Ordering Process to the CO, for DOE and Contractor negotiation, and DOE approval as part of the Contractor's Task Order Proposals.

### **4.11.2 Performance Reporting**

The Contractor shall submit to DOE a monthly performance report that includes a summary of the overall contract performance and a separate report for each of the major work scopes and projects at the Project Baseline Summary level. Annually in September, the Contractor shall submit to DOE for review Fiscal Year Work Plans that include narrative descriptions of the upcoming fiscal year, monthly spend plans, and monthly metrics expected to be achieved.

### **4.11.3 Requirements Management**

New, revised, or canceled requirements (laws, regulations, contract directives, standards, policies), including orders, manuals, and notices are reviewed by the assigned DOE Office of Primary Interest (OPI) SME for applicability and impacts to the ICP End State Contract and active TOs. OPI SMEs are specified on the Requirements List maintained in 01.PD.06, *ID Process for Managing Customer Requirements*.

The applicability review assesses potential impacts including cost, schedule, and technical impacts, as needed, for additional or reduced requirements. Based on the applicability review, the CO issues a 30-day applicability review letter to the Contractor that includes the expected cost impacts, if any. If the Contractor identifies cost and or schedule impact(s), the ICP DM or designee must review and make a determination on how to proceed. If the ICP Deputy Manager (DM) or designee makes a determination to proceed or if directed by HQ, the CO will issue a Request for Proposal (RFP) from the Contractor. Once the proposal is received, the CO with the support of applicable SMEs will evaluate the proposal. Based on this evaluation, the CO will negotiate a bilateral modification.

The Joint Directives Review Team (JDRT) will evaluate new directives which include a Contractor Requirements Document prior to contract modification. The JDRT will include the ICP DM; AM-BAM, CS, CO, TOIM, and pertinent OPI SMEs. If the JDRT makes a determination not to incorporate the subject Directive(s), a deviation request will be made, if necessary, using the process in DOE Order 251.1D, *Departmental Directives Program, Appendix E, Equivalency and Exemption Process*.

### **4.11.4 Master IDIQ Contract and/or Task Order Modifications**

Under the contract and in accordance with FAR 52.243-1 Changes – Fixed Price or FAR 52.243-2 Changes—Cost Reimbursement, the Contractor is required to submit Requests for Equitable Adjustment (REAs) for TOs to the CO, as applicable. The Contractor is responsible for performing IDIQ TO scopes of work. This includes the specific technical approach and methods to perform the TO PWS as well as achieving End States, as applicable.

Any change that requires a modification to the Master IDIQ contract or any active TO affecting scope, cost and/or schedule will be processed by the BAM Contract Management Team, who will determine whether a contract change is deemed appropriate. No change will be made to the PMB prior to the negotiation of a formal contract/TO modification. Any proposed changes will be carefully analyzed to ensure all costs are captured, properly allocated, and in accordance with cost accounting requirements. Contract/TO modifications will be issued in accordance with the

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contract, FAR Part 43, DOE Acquisition Guide Chapter 43.2, and the following IDMS Process Descriptions:

1. 03.WI.01.19, *Idaho Cleanup Project Task Order Issuance or Contract/Task Order Modifications Resulting from a Directed Change or Request for Equitable Adjustment*
2. 03.WI.08.03, *ICP Baseline Change Management*
3. 03.PD.07 *ICP Contractor Voucher Review Process*
4. 03.WI.08.05, *Identification and Implementation of Requirements Applicable to the Idaho Operations Office Environmental Management Prime Contract(s)*
5. 08.OD.01, *ID Project Management Policies*

Contract modifications, as appropriate, will be issued to the Contractor either unilaterally or bilaterally, depending on the circumstances. The Contractor must assert its right to an adjustment within 30 days of the issuance of a unilateral modification by the CO.

### **4.11.5 Business Systems**

The Contractor shall establish and maintain acceptable business systems and procedures in accordance with the following Section H requirements:

- H.15 DOE-H-2022, Contractor Business Systems.
- H.16 DOE-H-2023, Cost Estimating System Requirements.
- H.17 DOE-H-2024, Earned Value Management System.
- H.18 DOE-H-2025, Accounting System Administration.
- H.19 DOE-H-2026, Contractor Purchasing System Administration.
- H.20 DOE-H-2027, Contractor Property Management System Administration.

Formal compliance reviews will be conducted for all business systems.

### **4.12 CONTRACT LITIGATION MANAGEMENT PLAN AND OTHER LEGAL SUPPORT ACTIVITIES**

As stated in Section H of the contract, the Contractor shall maintain a legal function to support litigation, arbitration, environmental, procurement, employment, labor, and the Price-Anderson Amendments Act areas of law. The Contractor shall provide sound litigation management practices. Within 60 days of contract award, the Contractor provided a Legal Management Plan (defined as a document describing the contractor's practices for managing legal costs and legal matters for which it procures the services of retained legal counsel) compliant with Code of Federal Regulations Title 10 Subpart 719, Contractor Legal Management Requirements. DOE ICP approved the Legal Management Plan on December 13, 2021. The plan should contain language that describes the matters in-house counsel will perform. The Contractor should not retain outside counsel for routine matters and matters that can be performed by in-house counsel.

As required by the CO, the Contractor shall provide legal and related support to the Government on regulatory matters, third-party claims, and threatened or actual litigation. Support includes, but is not limited to, case preparation, document retrieval, review and reproduction, witness preparation, expert witness testimony, and assistance with discovery or other information requests responsive to any legal proceeding.

BAM will be supported by the DOE-ID OCC, as necessary. Such support includes, but is not limited to, the search, review, and reproduction of documents.

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### **4.13 CONTRACTOR HUMAN RESOURCE MANAGEMENT**

This contract encompasses significant labor relations complexities, i.e., labor rates, labor unions (including two separate operating unions), incumbent or displaced employees, co-location on site with other contractors and subcontractors, in addition to equal employment opportunity and affirmative action programs. The CO and the DOE-ID Industrial Relations & Audit (IR&A) will monitor the human resources program of the Contractor to ensure that its financial data is in compliance with its Diversity Program, Human Resources Management (including compensation and benefits), appropriate Labor Standards, Equal Employment Opportunity, Affirmative Action, terms of the Collective Bargaining Agreements, terms of the Site Stabilization Agreement, and Work Force Transition and that these programs are conducted consistent with the requirements of DOE O 350.1 Chg. 7 and DOE O 350.3 Chg 1.

The CO, the DOE-ID OCC, and the DOE-ID IR&A SME will monitor worker's compensation claims or claims filed in accordance with the Energy Employees Occupational Illness Compensation Program Act (EEOICPA), and ensure via e-mails, conference calls, regular mail, express mail, or face-to-face meetings that the Contractor conducts expedient reporting and processing of employee compensation claims.

In accordance with DOE O 350.3 Chg. 1, the CO with assistance from IR&A will ensure that the sum of all pension liabilities for Contractor employees and their beneficiaries are managed properly.

Economic parameters affecting personnel and labor agreements are reviewed by IR&A, coordinated with DOE-HQ, and approved by the EM HCA. DOE does not approve the Collective Bargaining Agreement because it is between the Contractor and the labor union. When necessary, the Contractor must advise DOE of the following: possible strike situations or other job actions affecting the continuity of operations; formal action by the National Labor Relations Board; grievances scheduled for arbitration, which have a potential for significant impacts, economic or otherwise; other significant issues that may involve review by other federal or state agencies; and any changes to the site that would constitute a change in working conditions of the Contractor employees. In accordance with DOE policy, IR&A and DOE ICP management will communicate this information to DOE-HQ.

The CO, with assistance from IR&A, will ensure that any workforce restructuring to be conducted by the Contractor is managed consistent with the requirements of DOE O 350.3 Chg. 1, including requisite coordination with HQ. This will include, as needed, the preparation of a Contractor Specific Workforce Restructuring Plan, the preparation of an action-specific business case, coordination with EM-HQ, all the necessary notifications, the reporting of actions in iBenefits, and post-action activities, such as discrimination suits or re-hiring.

Contract clause H.4 Workforce Transition and Employee Hiring Preferences Including Through Period of Performance outlines the manner in which the new Contractor is expected to hire incumbent employees, and contract clause H.7 Workforce Transition and Benefits Transition: Plans and Timeframes outlines the coordination between the new Contractor and the incumbent Contractors in identifying personnel who will be hired and those who will not be. These activities will be closely coordinated with the DOE-ID IR&A and EM-HQ.

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### 4.14 CONTRACT RECORDS

In accordance with the contract Section I clause, DEAR 970.5204-3, Access to and Ownership of Records (OCT 2014), all records acquired or generated by the Contractor in performance of this contract are the property of DOE. These records shall be delivered to DOE, disposed of or otherwise must be made available to DOE.

As identified in clause DEAR 970.5204-3, the following records are considered the property of the Contractor:

- (1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee-related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records.
- (2) Confidential Contractor financial information, and correspondence between the Contractor and other segments of the Contractor located away from the DOE facility (i.e., the Contractor's corporate headquarters).
- (3) Records relating to any procurement action by the Contractor, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government.
- (4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges.
- (5) The following categories of records maintained pursuant to the technology transfer clause of this contract:
  - (i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.
  - (ii) The Contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.
  - (iii) Patent, copyright, mask work, and trademark application files and related Contractor invention disclosures, documents and correspondence, where the Contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

As identified in Section H clause Privacy Act System of Records, the Contractor shall design, develop, or operate the noted systems of records within the H clause on individuals to accomplish an agency function pursuant to the Section I Clause, FAR 52.224-2, Privacy Act.

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### **4.15 CONTRACT CLOSEOUT**

When the Contractor has completed the work scope, the process of verification of contract and/or TO completion and initiation of contract and/or TO closeout can commence. Contract and/or TO closeout includes resolution of unresolved claims, release of the Government from continuing liabilities, and other legal activities needed to end the contractual relationship. Contract closeout shall conform to the requirements of FAR 4.804, Closeout of Contract Files and the requirements listed in contract clause C.9.2.05 Outgoing Contract Transition – Phase Out and Closeout Activities.

#### **4.15.1 Incumbent(s) Contract Closeout**

The Contractor shall support all remaining close-out activities of the incumbent contractors (Idaho Cleanup Project Core and NRC Licensed Facilities). This includes, but is not limited to, filing W-2s, 1099s, 940s, 941s, final 5500s, and all Affordable Care Act forms; preparing the Fiscal Year 2021 Incurred Cost Submittals and supporting the DOE Cost Incurred audit; dispositioning assigned and open subcontracts and purchase orders, except interagency agreements, by closing all remaining obligations/liabilities to include necessary procurement and/or financial transactions to close the subcontracts and purchase orders; and providing other miscellaneous support activities, as necessary.

#### **4.15.2 Phase Out Activities**

In accordance with Section C.9.2.05.01, at least 60 days prior to the end of the contract period, the Contractor shall submit to DOE for approval a Phase-Out Transition Plan describing its approach to adequately phase-out all contract and/or TO activities. The Contractor shall perform those activities that are necessary to transition the work under this contract to a successor contractor in a manner that (1) ensures that all work for which the Contractor is responsible under the contract is continued without disruption; (2) provides for an orderly transfer of resources, responsibilities, and accountability from the Contractor; and (3) provides for the ability of the Contractor to perform the work in an efficient, effective, and safe manner.

#### **4.15.3 Close Out Activities**

The Contractor shall submit a Closeout Plan to document the necessary steps the Contractor shall take to adequately close out the contract and/or each TO. The Closeout Plan shall include a schedule of major activities. The Closeout Plan shall be submitted in accordance with the Master PWS and the requisite contract or TO deliverable. Upon completion of the contract and/or each TO, a final modification will be executed to officially close out the contract and/or TO. A final release statement will be included in the applicable close out modification where the Contractor discharges the Government, its officers, agents, and employees from all liabilities, obligations, and claims under the contract and/or each TO.

### **4.16 CONTINUITY OF OPERATIONS PLANNING**

Key procurement, program, and finance personnel are identified in the table in Section 2.0, Identification of Key Contract Management Team Members, Including Roles and Responsibilities. These employees will ensure that timely communication and decision-making is continued during emergency situations through email and telephone communications if employees located at the INL Site are not able to conduct services at their central location. If personnel at the ICP project office are unable to report to the office, the key employees will telework from their homes to ensure the continuity of operations.

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Additionally, pursuant to DOE O 150.1A, Continuity Programs the Contractor also will be required to submit a Continuity of Operations Plan for DOE approval at least 30 days prior to the end of transition.

### **4.17 CONTRACTOR INTERNAL AUDIT**

The mission of the Contractor Internal Audit organization is to provide independent audit services to improve operations and governance by evaluating and improving the effectiveness of risk management, control, and processes. Primary responsibilities and goals of the Internal Audit organization include areas such as the following:

- Provide management with information to fulfill their duties and responsibilities.
- Ascertain that systems of internal controls are adequate.
- Ascertain the accuracy and integrity of the management of financial information.
- Ascertain company-wide compliance with appropriate provisions of the prime contract, stated laws, regulations, policies and procedures.
- Look for opportunities to improve efficiency and effectiveness of operations.
- Evaluate cost allowability.

The Internal Audit organization is structured to provide independence and remove impairment to fair and objective reporting. The Internal Audit Director reports to the Contractor Board of Managers through the Risk and Liabilities Committee. DOE-ID Financial Services provides oversight and coordination of the Contractor's internal audit function.

## **5.0 CONTRACT DELIVERABLES**

The Deliverables List included in Section J, Attachment J-2, contains detailed information on the required deliverables. Contract Section J, Attachment J-2, Deliverables, should be considered the official list of contract deliverables required of the Contractor. This attachment delineates the deliverable reference/driver, the deliverable/report description, the DOE action or approval required, and the deliverable due date and frequency. All deliverables and associated comments will be monitored and tracked by BAM.

Prior to acceptance, CORs should ensure that the Contractor submits timely deliverables in accordance with all terms and conditions of the contract. The CO should be notified of untimely and/or unsatisfactory performance. Instances may occur where BAM will be responding to reviews, feedback, and approval requirements. It is understood that many of the deliverables required during the transition period will set the administrative protocols to be followed throughout the period of performance. However, if deliverable requirements change during performance, the CO should be advised of such changes from the appropriate party (i.e., COR, FPDs, SMEs, DOE FRs, Project Controls and Project Managers, etc.). In the event that modifications to Contractor reports and submittals are required during the contract period, they will be managed by the CO and/or the COR.

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### **6.0 KEY CONTRACT VULNERABILITIES OR PERFORMANCE RISK AREAS**

The Contractor shall submit a Risk Management Plan (RMP) to DOE for approval within 30 days of the effective date of the Transition Task Order. In addition, the Contractor shall provide an updated RMP annually to DOE for approval. The capital asset projects may be an appendix to the RMP. The plan shall identify the processes and procedures that will be implemented to address risk identification, qualitative risk assessment, quantitative risk analysis, risk handling, schedule risk analysis, risk monitoring and reporting and calculating the recommended management reserve and schedule reserve required for adequate management of Contractor-controlled risk. The Contractor shall communicate its risk analysis pertaining to crosscutting decisions to DOE and other site contractors, including agreement as to whom shall be the lead for managing each risk. These crosscutting impacts shall be quantified in terms of probability, cost, and schedule impact to the overall site cleanup mission where possible.

#### **6.1 TECHNICAL RISKS AND CONTROLS**

The Contractor's RMP shall include the identification, quantification, controls, and risk response strategy for technical risks at the Master IDIQ and TO levels.

DOE ICP employs a risk management plan for the initiation, execution, monitoring, and close-out of risks throughout the life cycle of the project. As part of the execution of this contract, the proposed End State TOs will achieve significant risk and liability reductions in each key area of site cleanup and will demonstrate significant progress toward achieving DOE end state goals and objectives, as well as stated goals for implementation of the ESCM to influence a completion mindset. DOE ICP and the Contractor work collaboratively to proactively monitor the status of risks and liabilities and to mitigate adverse impacts.

During the continuous risk and opportunity management process, DOE ICP and the Contractor consider risk planning, assessment, identification, analysis, and handling strategy. The *Ten-Year End State Strategic Task Order Plan* includes details on technical risks. Technical risks include areas such as the following:

- INTEC Infrastructure - INTEC is necessary to achieve long-term mission objectives for the ICP, primarily in the area of fuels management and calcine processing and disposition. Currently, many of the systems critical to safe and compliant operations of INTEC are well beyond their design life and represent a significant threat to mission objectives over the short and long term. A detailed infrastructure plan has been developed for upgrades and prioritization.
- Managing legacy wastes stored in RWMC facilities - Each of the wastes stored at RWMC represents unique challenges that pose a risk to both the cost and schedule to disposition the wastes and complete RWMC closure. The three largest waste populations have been analyzed for potential impact on waste disposition costs, the RWMC closure schedule, and to identify opportunities to complete the disposition while minimizing cost and schedule impacts.

#### **6.2 CONTRACT RISKS**

Sensitive contracting areas are risks that may put DOE in a vulnerable or sensitive position if adequate controls are not implemented. The following are areas that could be considered sensitive:

- Any support that involves DOE policy or procedures and/or local, state or federal regulatory interpretation.
- Any situation that permits or might permit contractors to gain access to Confidential Business Information (CBI) or any other sensitive information.

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- Any situation where it might be assumed contractors are DOE employees or representatives, such as conducting community relations activities or performing some other form of oversight activity.

### **6.2.1 Sensitive Contract Risk Areas**

- Subcontract Management - During performance, it may be necessary for the Contractor to modify its subcontract orders to allow for differing site conditions or for other miscellaneous changes during performance. This is considered a sensitive area because these miscellaneous changes to the subcontracts may warrant the Contractor to submit a Request for Equitable Adjustment, which could result in an increase to cost and a potential increase to fee/profit.
- Litigation Support - Should a dispute arise from a subcontractor or some other entity, the Contractor may have to provide expert testimony during litigation. It may have to provide technical assistance during litigation, and this effort may require the Contractor to review DOE strategy or the CBI information of other contractors. This is considered a sensitive contracting area because the disclosure of such data could place DOE or other organizations at risk.
- Audits, Surveys and Inspections - The Contractor may conduct on-site audits, surveys or inspections at the site on behalf of DOE. These services may require the Contractor to convey strategy or information on DOE's behalf as part of these activities. This is considered a sensitive contracting area because any inaccurate disclosure could place DOE or other organizations at risk.
- Public Affairs/Stakeholder Relations Support - The Contractor shall provide public affairs services in accordance with DEAR 952.204-75, Public Affairs, that include, but are not limited to stakeholder and oversight organization support, media relations, tours, visits, and access to documents. This is considered a sensitive contracting area because the Contractor could be mistaken as a DOE employee and/or could convey inaccurate information.
- Post-Contract Liabilities - The following are specific areas that may have the potential to pose post-contract liabilities: (1) existing liabilities and (2) the possibility of future litigation related to site work. It is believed that the current terms of the contract and Departmental policy adequately address such potential liabilities.

### **6.2.2 Roles and Responsibilities for Implementing Control Measures for Risks**

#### **6.2.2.1 COR Control Measures for Contract Risks**

DOE technical personnel are responsible for the following control measures, with the primary responsibility defaulting to the COR for contract risks, including activities such as the following:

- Ensures that the Contractor and subcontractor staff clearly identify themselves as such.
- Ensures that the Contractor personnel are not mistaken for DOE personnel and do not have access to CBI when sharing office space with DOE personnel.
- Monitors Contractor's performance to ensure that contractor staff do not represent themselves in such a way as to come across as DOE employees when conveying information to the public.
- Reviews and approves deliverables before performance of the on-site review and monitors contractor compliance with DOE's requirements.
- Ensures that the Contractor does not inaccurately disclose DOE's strategy to others while attending meetings.



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- Provides necessary control measures to ensure that the Contractor personnel are not mistaken for DOE personnel.
- Reviews the technical portion of any subcontract package and informs the CO of any potential problems or inconsistencies.
- Reviews requests for changes to subcontracts or other site changes.
- Reviews CBI releases and prepares a written certification that DOE has followed required procedures for handling CBI.

### **6.2.2.2 CO Control Measures for Contract Risks**

The CO is responsible for control measures to alleviate contract risk such as the following:

- Examines work authorizations and site activity and confirms that partiality, favoritism and contractor conflict of interest are not factors.
- Documents that the Contractor's work was reviewed and final decisions were made by the Department.
- Reviews all work statements or authorizations and ensures that the effort is within scope of the contract.
- Reviews CBI releases to ensure that CBI requirements are being followed.
- Evaluates the cost portion of the subcontractor's proposal and decides whether to provide consent to the proposed subcontract.
- Reviews, approves and formally documents any technical direction or contract modifications.

### **6.2.2.3 Contractor Control Measures for Contract Risks**

The Contractor is responsible for control measures to alleviate contract risk such as the following:

- Display company nametags that clearly identify themselves as contractor personnel when dealing with the public.
- Introduce themselves as contractor personnel at the beginning of interviews and public meetings.
- Prepare deliverables in accordance with DOE procedures and submit them to DOE for review and approval before release.
- Comply with all the terms and conditions of the contract, DOE directives, orders, and regulations specified in the contract and otherwise as applicable.

## **7.0 CONTRACTOR PAST PERFORMANCE REPORTING REQUIREMENTS**

Central to the administration of this contract is an assessment of the Contractor's performance. In order to confirm the Contractor's performance, a systematic process of assessment, analysis, documentation, and feedback will be required. DOE ICP will monitor the Contractor's adherence to the contract requirements, baseline, DOE orders, laws, regulations, and quality/punctuality of deliverables. The roles and responsibilities of those individuals who have direct involvement in the monitoring of the Contractor's performance are defined above in Section 2.1. The process of assessing performance takes many forms, from very simple assessments and data reviews to formal multidisciplinary assessments. The results of these assessments will be documented and utilized to determine contract compliance. Subsequently, the documented assessment results will be used to determine if adjustments to any provisional fee payments are warranted.

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Additionally, contract clauses B.11 Conditional Payment of Fee – DOE Performance Criteria Requirements, B.12 Provisional Payment of Fee (applies to CR Task Orders only), and B.13 Performance Management Incentive describe the adjustments that may be made to provisional fee payments based on Contractor performance, and the specific points in time for which some of the fee becomes earned.

### **7.1 PERIODIC CONTRACTOR EVALUATION**

The Contractor's progress and performance will be evaluated against the criteria outlined in Master IDIQ and TO(s) PWSs by both the CO and the COR at appropriate times throughout performance. DOE will also conduct routine oversight of Contractor performance as defined in DOE IDMS Process Description 03.PD.04, *Contract Oversight*.

### **7.2 CONTRACTOR PERFORMANCE ASSESSMENT AND REPORTING SYSTEM (CPARS) EVALUATION**

In accordance with FAR Subpart 42.15, Contractor Performance Information, the CO/COR will evaluate the Contractor's performance annually and at completion of the contract. The annual performance evaluation report should be initiated within 30 days of the contract anniversary date and entered into the CPARS web-based database. The CO, COR, DOE ICP Management, and DOE SMEs will have input into this report. This process requires that a copy of the report be sent to the Contractor, electronically, for factual accuracy comments or rebuttal within 60 days of the DOE Assessing Official's signature date. If the Contractor rejects the DOE's determination then discussions shall ensue, but the final resolution resides with the CO. Upon the conclusion of any discussions, the CO's final decision will be provided to the Contractor and entered into the database.

### **7.3 SMALL BUSINESS SUBCONTRACTING**

The Contractor shall submit a Master Small Business Subcontracting Plan in accordance with FAR 52.219-9, Small Business Subcontracting Plan, and FAR 19.702(a)(1). EM guidance memorandum, *Major Contract Transitions*, dated March 19, 2021, requires the initial Master Small Business Subcontracting Plan shall be provided to the EM HCA for review and concurrence prior to approval by the CO within 60 days after the start of transition. On November 23, 2021, the Contractor submitted to the CO, its *Small Business Subcontracting Plan*, dated November 5, 2021. This Plan was provided to the EM HCA on November 30, 2021, for review and concurrence. EM HCA concurrence was received on December 7, 2021.

With the exception of the Transition Task Order, in accordance with contract Section H.51 Task Ordering Procedure, the Contractor's TO proposals shall include separate small business subcontracting goals that afford small businesses the maximum practicable opportunity to participate in Task Order performance consistent with efficient performance. In developing its proposed separate small business subcontracting goals, the Contractor shall establish minimum goals for each small business category for each TO to ensure overall cumulative compliance with the small business subcontracting goals for the Master IDIQ Contract. With each Task Order Proposal, the Contractor shall submit a revised Master Small Business Subcontracting Plan.

In accordance with contract clause H.52 Subcontracted Work, the Contractor shall subcontract (in accordance with the definition at FAR Subpart 44.1) at least fifteen (15) percent of the cumulative value of TOs (excluding the Transition Task Order) issued under this contract to small businesses. The Contractor's subcontracted work shall be in compliance with the approved Section J, Attachment J-9 entitled, Master Small Business Subcontracting Plan, and the separate subcontracting goals submitted and approved at the TO level. Unless otherwise approved in advance by the CO, work to be performed by

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subcontractors selected after Contract and TO award shall be acquired through competitive procurements, to the extent required, with an emphasis on fixed-price subcontracts to the extent practicable. The use of cost-reimbursement, time-and-materials, and labor-hour subcontracts shall be minimized.

The DOE-ID Small Business Program Manager will ensure that the Contractor submits Individual Subcontracting Reports (ISRs) every six months within 30 days after the close of the reporting periods on March 31 and September 30 and Summary Subcontracting Reports (SSRs) annually within 30 days after the close of the reporting period on September 30 using the web-based eSRS at <http://www.esrs.gov>, as required.

### **8.0 CONTRACTOR ASSURANCE SYSTEM (CAS)**

The Contractor is required to develop a comprehensive and integrated contractor assurance system in accordance with DOE O 226.1B Chg 1 *Implementation of DOE Oversight Policy*. This system will cover the Contractor's operational aspects such as environment, safety, and health; safeguards and security; cyber security; emergency management; and business operations.

Upon the Notice to Proceed, the CAS and ISMS programs from the incumbent contractors will remain in effect until the new CAS and ISMS programs are approved or until the new contract takeover date, whichever is later. The Contractor submitted the CAS and ISMS program documents on November 4, 2021, and on November 2, 2021, respectively. DOE ICP approved both program documents on December 21, 2021.

The Contractor shall submit a description of its CAS within 60 days after the effective date of the Transition Task Order for CO approval. The Contractor submittal was made on November 4, 2021, and DOE ICP approval was issued on December 21, 2021. Timely notification must be made to the CO of significant assurance system changes for DOE approval prior to the changes being implemented.

The Contractor shall submit to the CO for approval its ISMS program description document within 60 days after the effective date of the Transition Task Order in accordance with DEAR 970.5223-1. The Contractor submittal was made on November 2, 2021, and DOE ICP approval was issued on December 21, 2021. Timely notification must be made to the CO of non-editorial changes for DOE approval prior to the changes being implemented.

The Contractor shall submit Contractor Assurance System and ISMS Effectiveness Declarations annually within two months following the end of each fiscal year for DOE review.

### **9.0 QUALITY ASSURANCE PROGRAM**

Unless stated elsewhere, the Contractor is required to implement a DOE-approved, American Society of Mechanical Engineers (ASME) Nuclear Quality Assurance NQA-1-2008 with NQA-1a-2009 addendum (NQA-1) compliant Quality Assurance Program (QAP) in accordance with the current revision of the EM Corporate Quality Assurance Program, EM-QA-001, prior to commencement of work affecting nuclear safety. The QAP is due within 30 days after the effective date of the Transition Task Order and must be approved by the end of the contract transition date. The Contractor QAP submittal was made on July 26, 2022, and DOE ICP approval was issued on August 8, 2022. Once the Contractor QAP is approved by DOE, and the QAP has been implemented, DOE may conduct an implementation review of the QAP.

Annually and in accordance with regulatory requirements and DOE O 414.1D, the Contractor is required to submit a summary of the annual review of the QAP and, if necessary, also submit the modified QAP for DOE approval for any changes to the QAP.

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The ISFSI NRC Licensed Facilities (NLF) Program portion of the contract has a separate quality assurance program with the requirements implemented through the Quality Assurance Requirements and Description (QARD) DOE/RW-0333P, Revision 10. For this NLF Program, the requirements of DOE O 414.1D and 10 CFR 830 Subpart A do not apply.

The HLW and SNF Program portion of the contract also has a separate quality assurance program with the requirements implemented by the QARD DOE/RW-0333P, Revision 20.

### **10.0 AGREEMENTS WITH STATE, COMMUNITY, OR OTHER ENTITIES**

The majority of EM's cleanup work at the INL Site is driven by regulatory compliance agreements. The two foundational agreements are the 1991 CERCLA-based Federal Facility Agreement and Consent Order (FFA/CO), which governs the cleanup of contaminant releases to the environment; and the 1995 ISA, which governs the removal of transuranic waste, spent nuclear fuel, and high-level radioactive waste from the state of Idaho. Other regulatory drivers include the Federal Facility Compliance Act-based STP, and other environmental permits, closure plans, federal and state regulations, Records of Decision (RODs), and other implementing documents.

Coordination with external stakeholders will be an important element of successfully performing the work of the ICP End State Contract. The Contractor is expected to maintain existing relationships with external entities and build new relationships and agreements as required to implement the project. These relationships include other DOE offices and contractors, states, EPA, and stakeholders and are coordinated through the appropriate DOE personnel. Agreements with regulatory agencies may require EM-1 approval.

Additionally, the Contractor is authorized to negotiate with regulatory agencies as specified in the Environmental Regulatory Structure and Interface Protocol for the ICP Contractor (Section J, Attachment J-5), subject to DOE approval. The Contractor shall work with DOE, regulatory agencies, and other INL entities and contractors to reach collective agreements on interface protocols; keep the Environmental Regulatory Structure and Interface Protocol for the ICP Contractor updated; and follow the protocol.

DOE will request stakeholder feedback and will assess the Contractor's effectiveness in meeting commitments agreed to with other DOE offices and contractors, states, EPA, and community stakeholders.

### **11.0 UNIQUE CONTRACT TERMS AND CONDITIONS AND DEVIATIONS**

*[Placeholder]*

### **12.0 OTHER SPECIAL EMPHASIS AREAS**

#### **12.1 POST-AWARD DOE ICP ORIENTATION**

A post-award orientation will be held with the DOE ICP members who will perform contract administrative functions. The purpose of this orientation is to familiarize the DOE ICP office with the contract and associated roles and responsibilities defined under this CMP. It is imperative that all DOE ICP members performing contract administration read the entire contract and CMP. Unique aspects of contract administration related to the contract (e.g., fee or REA evaluation) should be identified. This communication process may result in clarifications to the CMP.

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### **12.2 POST-AWARD CONFERENCES**

Shortly after award of the contract, conferences will be conducted with members of BAM and the appropriate members of DOE ICP as well as with the Contractor to coordinate the transition and the startup of this contract. These meetings will assist DOE ICP in identifying management responsibilities. Functional area and subject matter meetings will be conducted as needed.

### **12.3 DOE AND CONTRACTOR PARTNERING**

In accordance with clause H.57 Partnering, DOE ICP and the Contractor will establish a non-binding, signed Partnering Agreement for the ICP at the INL Site. The agreement will establish a common vision with supporting goals and objectives and expectations of doing business together in a manner that brings the best value to the Government. The Partnering Agreement also will include language that includes Teaming Subcontractors in partnering discussions that involve Teaming Subcontractor scope. Partnering between DOE ICP and the Contractor shall be conducted in a manner similar to the Department of Defense (DOD) Integrated Product and Process Development (IPPD) framework. The IPPD technique simultaneously integrates all essential activities to facilitate meeting cost and performance objectives. The Partnering Agreement shall be a living document and updated annually.

### **12.4 LESSONS LEARNED**

In alignment with EM HCA Directive 15, EM Pre-Award and Post-Award Lessons Learned Program, DOE ICP is committed to continuous process improvement through the capturing and sharing of lessons learned. Elements of the EM Lessons Learned Program include collecting information, identifying successes and failures, analyzing, making recommendations to institutionalize process improvements, sharing lessons learned, implementing best practices and corrective actions, and assessing effectiveness.