

# **HANFORD 222-S LABORATORY CONTRACT CONTRACT MANAGEMENT PLAN**

**CONTRACT NO. 89303320CEM000075  
HANFORD LABORATORY MANAGEMENT  
AND INTEGRATION, LLC**



U.S. Department of Energy  
OFFICE OF RIVER PROTECTION

Approved January 2021

**OFFICE OF RIVER PROTECTION  
CONTRACT MANAGEMENT PLAN**

**HANFORD 222-S LABORATORY CONTRACT**

**Contract No. 89303320CEM000075**

**January 14, 2021**

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## ABBREVIATIONS AND ACRONYMS

222-S	222-S Laboratory
AMB	Assistant Manager for Business and Financial Operations
AMSE	Assistant Manager for Safety and Environment
ATL	Advanced Technologies and Laboratories, Inc.
CAO	Contract Administration Office
CBAG	Contract/Baseline Alignment Guidance
CLIN	Contract Line Item Number
CMP	Contract Management Plan
CMT	Contract Management Team
CO	Contracting Officer
COR	Contracting Officer Representative
CPARS	Contractor Performance Assessment Reporting System
CPB	Contract Performance Baseline
CPOF	Conditional Payment of Fee
DEAR	<i>Department of Energy Acquisition Regulation</i>
DNFSB	Defense Nuclear Facilities Safety Board
DOC	Direct Feed Flow Activity Waste Facilities Contract
DOE	U.S. Department of Energy
DOE-HQ	DOE Headquarters
DPMS	DOE Procedure Management System
EM	DOE Office of Environmental Management
FAR	<i>Federal Acquisition Regulation</i>
FRA	Functions, Responsibilities and Authorities
GFS/I	Government-Furnished Services and Information
HLMI	Hanford Laboratory Management and Integration, LLC
iCAS	integrated Contractor Assurance System
IPT	Integrated Project Teams
JV	Joint Venture
KPG	Key Performance Goal
LBL	Low Activity Waste, Balance of Facilities, and Laboratory
LLC	Limited Liability Company
OHC	Other Hanford Contractor
OPMO	Organizational Property Management Official
ORP	DOE Office of River Protection
PD	Procurement Director

PEMP	Performance Evaluation and Measurement Plan
PMB	Performance Measurement Baseline
PWS	Performance Work Statement
REA	Request for Equitable Adjustment
RL	DOE Richland Operations Office
TM	Technical Monitors
TOC	Tank Operations Contract
TPA	Tri-Party Agreement
UBS	Usage-Based Services
WTP	Waste Treatment and Immobilization Plant

## **CONTRACT MANAGEMENT PLAN 222-S LABORATORY CONTRACT**

### **Purpose of the Contract Management Plan**

The purpose of this Contract Management Plan (CMP) is to provide guidance to the U. S. Department of Energy (DOE) employees involved with the management and administration of 222-S Laboratory (222-S) Contract No. 89303320CEM000075. Such guidance should be a useful tool to help the DOE ensure that Hanford Laboratory Management and Integration, LLC (HLMI), herein referred to as “Contractor,” and DOE comply with all terms and conditions that govern the Contract. This CMP was developed with the following guiding principles:

- Useful tool for administering the Contract
- An executive summary of the roles and responsibilities of the contracting parties;
- Identify who is responsible for various contract administration activities; and
- Flexible and adaptable to changing circumstances.

This CMP does not include every action that DOE employees must take to make the Contract successful. Instead, it summarizes the higher-level requirements, deliverables, and tasks necessary, and describes the overall process with which the tasks are performed. It describes the various contract management processes and how they fit together, but does not contain all of the step-by-step details of those processes. For the most part, these details are contained in the DOE Procedure Management System (DPMS) processes and procedures, and specific desk instructions and documents. Appropriate references to those details are included in this CMP. Familiarization with this CMP and its related links is vital to all DOE employees involved in the management and administration of the 222-S Laboratory Analytical Services Contract. Therefore, each staff member involved in the oversight of this Contract is required to read it.

This CMP is intended solely to provide guidance to the Government employees 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. It is not intended to be either prescriptive or inclusive of all actions necessary to support and/or administer the Contract.

## 1.0 Contract Summary and Background of the Scope of Work

<b>Contractor Name:</b>	Hanford Laboratory Management and Integration, LLC	
<b>Contract Number:</b>	89303320CEM000075	
<b>Contract Title:</b>	222-S Laboratory Contract	
<b>Performance Period:</b>	01/05/2021 – 01/04/2028	
<b>Total Contract Value:</b>	\$389,110,769.96	
<b>Contractor Key Personnel:</b>	<b>Name:</b>	<b>Position:</b>
	Don Hardy	Laboratory Manager
	Ron Tucker	Facility Operations Manager
	Rob Schroeder	Analytical Operations Manager
	Terry Vaughn	Engineering/Nuclear Safety Manager
	Garrett Knutson	ES&H Manager
*The total funds obligated to the Contract is located in Section B, <i>Supplies or Services and Prices/Costs</i> , Contract Clause B.03, “Limitation of Government’s Obligation, (o) – Actual Funding Schedule.”		

The Hanford Site is located along the Columbia River in southeastern Washington State. The Site covers 580 square miles and consists of a plutonium production complex with nine nuclear reactors and associated processing facilities. Hanford played a pivotal role in the nation's defense for more than 40 years, beginning in the 1940s with the Manhattan Project. Today, under the direction of DOE officials, Hanford is engaged in the world's largest environmental cleanup project, with a number of overlapping technical, political, regulatory, financial, and cultural issues.

There are two DOE federal offices at Hanford. The missions of both offices are environmental cleanup. The DOE Richland Operations Office (RL) employs officials responsible for ensuring nuclear waste and facility cleanup, and overall management of the Hanford Site; RL's mission is to restore the Columbia River corridor and transition the Hanford Central Plateau to a remediated state. The DOE Office of River Protection (ORP) is responsible for cleanup of Hanford Site tank waste; ORP's mission is to retrieve and treat Hanford's tank waste and close the tank farms to protect the environmental integrity of the Columbia River. Each office oversees separate contracts held by private companies. For purposes of this Contract, the land, facilities, property, projects and work performed and overseen by RL and ORP constitute the “Hanford Site.”

The purpose of the 222-S Laboratory Contract is to operate, manage, and maintain the 222-S Laboratory Complex. The 222-S Laboratory's primary mission is to provide analytical support for the storage and treatment of tank waste at the Hanford Site. The laboratory services support cleanup and closure of the Hanford Site and are critical in achieving closure goals of all Hanford Site projects. The scope includes five primary contract line item numbers (CLIN) for the base and option periods, as applicable: 1) Contract Transition, 2) Standard Operations, 3) Enhanced Operations, 4) Usage-Based Services (UBS), and 5) Hanford Site Benefit Plans. Figure 1, “Work Breakdown Structure by Contract Line Item Number,” illustrates these relationships.

The Contractor has the responsibility for determining the specific methods and approaches for accomplishing the identified work. This Contract applies performance-based contracting approaches and expects the Contractor to implement techniques that emphasize safe, efficient and measurable results.

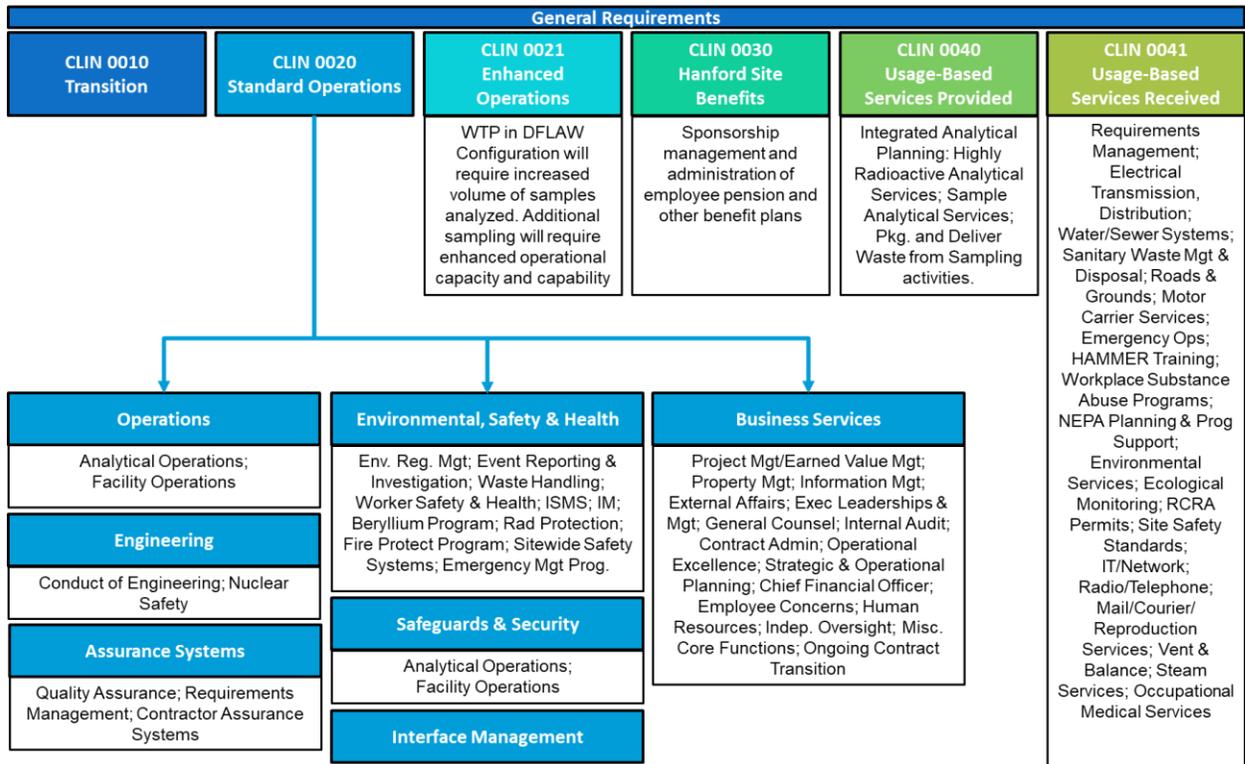
In addition to 222-S, ORP manages the major contracts listed below. The following contractors are part of the key customer base receiving various services from 222-S:

- The Tank Operations Contract (TOC) includes operations and construction activities necessary to store, retrieve and treat Hanford tank waste; store and dispose of treated waste; and begin to close the tank farm waste management areas to protect the Columbia River. This Contract will transition to the Tank Closure Contract in the near future.
- The Waste Treatment and Immobilization Plant (WTP) Contract includes design, construction and commissioning of a vitrification facility that will convert radioactive tank wastes into glass logs for long-term storage. The WTP is being constructed on the Hanford Site Central Plateau.

This CMP is concerned with the management and administration of the 222-S Laboratory Contract. The 222-S Laboratory Contract is a Cost Plus Award Fee contract, with minor Cost Reimbursable (no fee) scope. This Contract applies performance-based contract approaches to encourage the Contractor to innovate and implement techniques that emphasize safe, efficient, and measureable results.

Details pertaining to this Contract are as follows:

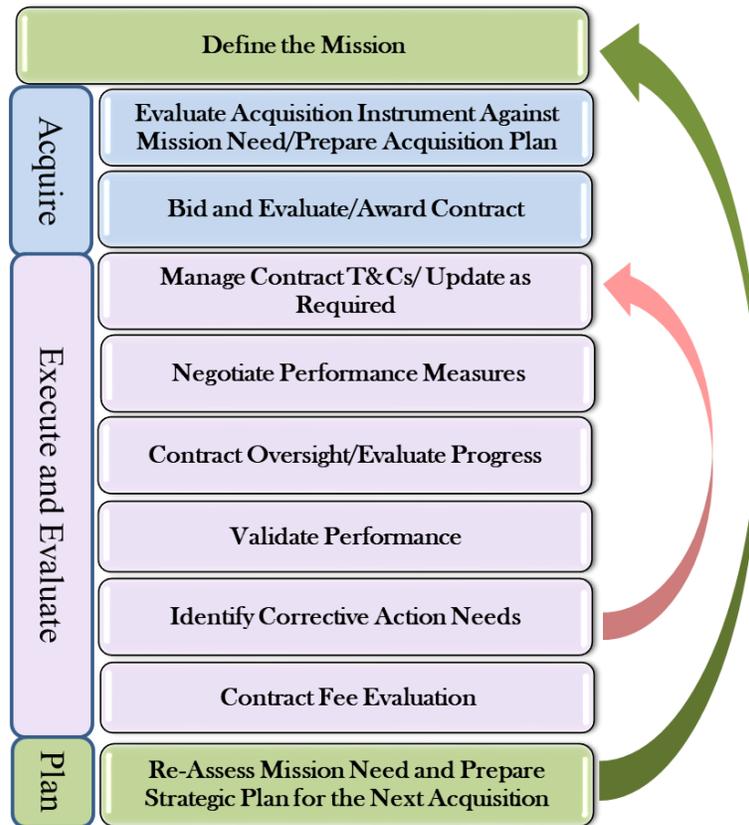
**Figure 1. Work Breakdown Structure by Contract Line Item Number**



## 2.0 Identification of Key Contract Management Team Members, Including Authorities and Limitations

The ORP is the Contracting Activity under the DOE Office of Environmental Management (EM) Head of Contracting Activity, as well as the Contract Administration Office (CAO) responsible for the management and administration of the 222-S Laboratory Contract. As such, the DOE federal staff execute their roles and responsibilities in the context of an acquisition organization. This represents a continual shift from the emphasis on project management to contract management. These acquisition roles are depicted in Figure 2 below. The bulk of the activities for the federal staff will fall within the “Execute and Evaluate” roles shown in the table below.

**Figure 2. Federal Acquisition Roles**



The 222-S Contract Management Team (CMT), as shown in Figure 3, is the group within the Contract Administration Office that has the primary responsibility for reviewing and assuring that the Contractor delivers the products and services necessary to support successful contract execution.

The 222-S CMT is an integral part of the overall Hanford environmental cleanup program. The CMT is responsible for assuring that the Contractor delivers the products and services necessary to achieve the applicable overall Hanford acquisition plan objectives and environmental program goals defined in the Contract and applicable regulatory requirements.

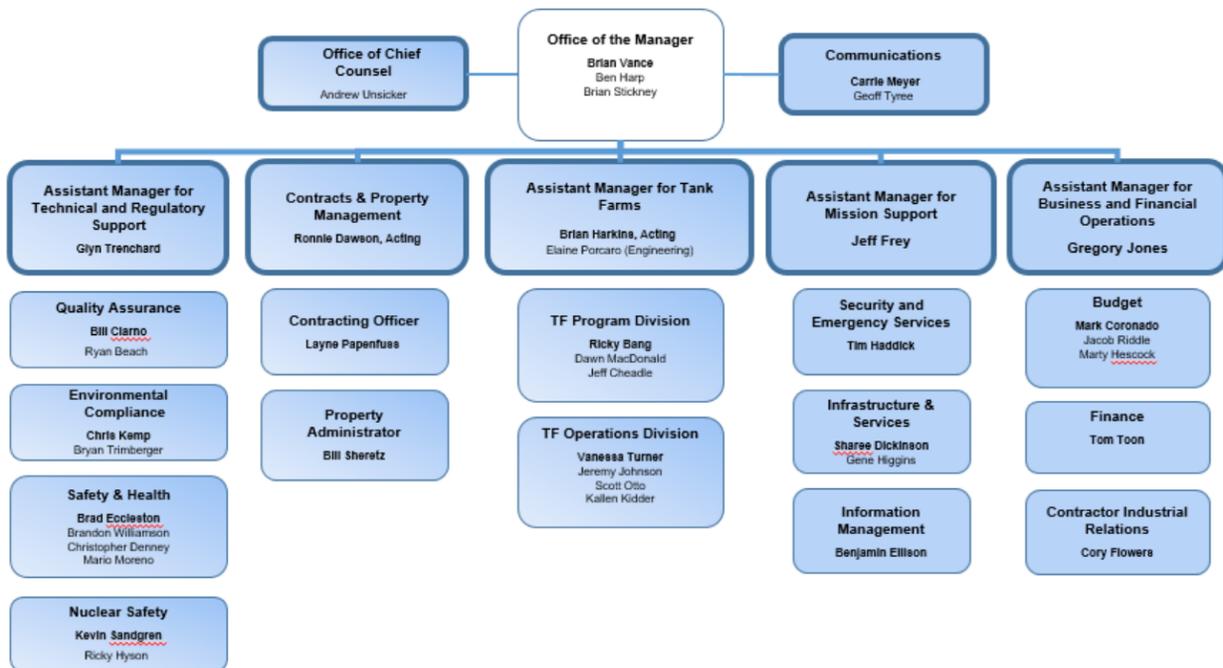
The 222-S CMT interfaces with associated Integrated Project Teams (IPT), other Hanford CMTs, program managers, Hanford Acquisition Teams, Technical Monitors (TMs), and support groups. The Contract is the primary tool that the CMT and associated IPTs reference to verify that the Contractor’s performance complies with the various program and project level objectives defined in

the Acquisition Plan. The 222-S CMT will coordinate with other CMTs to include existing contracts Mission Support Alliance, Plateau Remediation Contract, TOC, and WTP Contract; and future contracts for Hanford Mission Essential Services Contract, Central Plateau Cleanup Contract, Tank Closure Contract, and the Direct Feed Flow Activity Waste Facilities Contract (DOC).

The 222-S Contract Work Breakdown Structure Responsibility Assignment Matrix table provides a listing of points of contact responsible for different areas of contract administration.

Successful management and administration of the 222-S Laboratory Contract by the CMT requires the coordinated efforts of a variety of DOE personnel. Some of the key personnel on the CMT includes: the Hanford Site manager and senior staff, Contracting Officer(s) (CO), Contracting Officer’s Representative(s) (COR), Contract Specialist(s), Organizational Property Management Officials (OPMOs), Program Director(s), Federal Project Director(s), technical support staff, and subject matter experts on the mission contracts that are serviced by the 222-S Laboratory. This CMP delineates the roles and responsibilities of these team members and describes their key contract administration duties. All personnel with specific oversight responsibilities are collectively referred to as performance monitors. Specific roles and responsibilities of several performance monitors are discussed in the remaining Section 2.0 elements that follow.

**Figure 3. 222-S Laboratory Contract Management Team**



## 2.1 Contracting Officer

The 222-S Laboratory Contract CO is appointed by the EM, Head of Contracting Activity and is the functional leader of the 222-S CMT. Additional EM-appointed COs may also be assigned administrative responsibilities on 222-S. Contracts may be entered into and signed on behalf of the government only by an appointed CO. The CO has the responsibility and authority to administer the Contract and make related determinations and findings. Pursuant to Clause G.1, “Contracting Officer Authority,” only the CO is authorized to accept non-conforming work; waive any requirement of the Contract; or modify any term or condition of the Contract. A CO

list is available on the Hanford intranet, which includes CO/COR authorities and limitations. CO responsibilities and authorities are described in *Federal Acquisition Regulation* (FAR) 1.602, “Contracting Officers.”

## 2.2 Contracting Officer’s Representative

The primary role of a COR is to assist the CO in performing certain technical functions in administering the Contract. Specifically, the COR is the senior member of the cadre of federal staff comprised of the COR, assigned TMs, as well as others tasked with oversight of contractor performance and collectively referred to as Performance Monitors. A COR is officially designated in writing by the CO, who provides a formal Letter of Designation that defines the COR’s specific roles and responsibilities. A COR acts solely as a technical representative of the CO and is not authorized to perform any function that results in a change in the scope, price or terms and conditions of the Contract. Technical direction provided by a COR is defined in *Department of Energy Acquisition Regulation* (DEAR) 952.242-70, “Technical Direction.” A COR has the following general responsibilities:

- Provide assistance in areas such as:
  - 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;
  - Review and where authorized, approve drawings, testing, samples, and technical information to be delivered under the Contract;
  - Monitor expenditures;
  - Perform inspection and acceptance of work, as required;
  - Conduct periodic reviews, audits, and surveillances of the Contractor to ensure compliance with the Contract, as required;
  - Perform periodic reviews of the Contractor to evaluate invoices, incremental and provisional payments, and recommend final fee; and
  - Provide technical and/or administrative direction to the Contractor in accordance with Clause I.181, “DEAR 952.242-70 Technical Direction (Dec 2000),” and the COR’s Letter of Designation.
- Keep the CO informed of the Contractor’s progress and provide prompt notification of any contractual problems or issues. A COR list is available on the Hanford Intranet, which includes CO/COR authorities and limitations.
- Perform the above with the support of technical performance monitors and activity performance monitors also appointed by the CO.

## 2.3 Manager, Office of River Protection and Richland Operations Office

The Hanford Site manager provides the EM onsite presence and is responsible for implementing DOE Headquarters (DOE-HQ) policy and direction. The Hanford Site manager has line-management authority and responsibility to integrate administrative and operations requirements into program missions and to ensure Hanford contractors and DOE implement robust ethical and compliance culture programs.

The Hanford Site manager has further delegated these responsibilities to each of two deputy managers, one for RL and one for ORP. These delegated responsibilities include the following:

- Establishing and communicating expectations;
- Providing feedback to the Contractor;
- Monitoring overall operations, reviewing work and coordinating activities related to assigned programs and projects;
- Maintaining and protecting federal assets; and
- Managing ORP/RL staff and administrative systems to assure effective operations.

The full suite of delegations from the Hanford Site manager to their subordinates is documented in the Hanford Functions, Responsibilities and Authorities (FRA) document located in DPMS under DOE-PPD-RPMS-50511.

## **2.4 Assistant Managers**

The Tank Farms Assistant Manager is the primary COR who leads the oversight of assigned Hanford activities associated with the 222-S Laboratory. The 222-S Laboratory Contract also contains program elements that fall under the responsibility of the Technical and Regulatory Support Assistant Manager, Contracts and Property Management Division Director, Assistant Manager for Safety and Environment (AMSE), and the Assistant Manager for Business and Financial Operations (AMB). Additional responsibilities, accountabilities, and authorities are shown in Table 1 in the last pages of this CMP.

The Tank Farms Assistant Manager's responsibilities include the following:

- Participating as a key member of the 222-S CMT;
- Coordinating with the CO and other CORs to assure that the Contractor is delivering the necessary programmatic deliverables;
- Program official for invoice review and approval;
- Delivering assigned Government-Furnished Services and Information (GFS/I) consistent with the Contract;
- Maintaining in-depth operational awareness of assigned workscope;
- Monitoring contractor performance in meeting performance incentives, Tri-Party Agreement (TPA) milestones, and Defense Nuclear Facilities Safety Board (DNFSB) commitments, as applicable;
- Providing DOE management with accurate and objective information regarding project performance;
- Monitoring cost and schedule variance of assigned workscope; and
- Promptly notifying management of events that significantly affect contract performance.

## **2.5 Technical Monitors**

The primary role of a TM is to assist the CO and COR in monitoring performance of certain technical functions in administering the Contract. A TM is officially designated in writing by the CO who provides a formal Letter of Designation that defines the TM specific roles and

responsibilities. A TM acts solely as a technical representative of the CO/COR and is not authorized to perform any function that results in a change in the scope, price or terms and conditions of the Contract. A TM may have the organizational role of division director, team lead, or individual contributor responsible for a finite subset of the Contract scope. A Federal Project Director is also a technical monitor who leads the oversight of an assigned Hanford cleanup project. A listing of TMs is contained in Table 1 in the last pages of this CMP.

TMs are assigned the following responsibilities as they apply to their assigned scopes:

- Performing contract technical performance monitor role in support of the CO/COR;
- Performing invoice reviews;
- Maintaining overall operational awareness of assigned workscope;
- Monitor and analyze cost and schedule variance of assigned contract work breakdown structure element(s);
- Coordinating the monitoring of Contractor performance in meeting performance incentives, TPA milestones, and DNFSB commitments;
- Providing management, the CO, and other affected CORs, with accurate and objective information regarding contract performance;
- Leading the delivery of assigned workscope;
- Assuring delivery of assigned GFS/I consistent with the Contract;
- Providing timely recommendations to their manager and the CO and other affected CORs to correct performance consistent with the Contract;
- Promptly notifying management and CO of events that significantly affect program/project performance; and
- Participating as a member of the CMT.

## 2.6 Subject Matter Experts

Federal staff members provide specific technical assistance to project staff and management involved in the oversight of an assigned Hanford cleanup project as part of the overall program. General federal staff responsibilities, accountabilities and authorities are available in procedure DOE-RL-PPD-RPMS-50545, *RL Roles, Responsibilities, Accountabilities, and Authorities*, located in DPMS.

Federal subject matter expert responsibilities include the following:

- Supporting the project teams;
- Delivering assigned GFS/I consistent with the Contract;
- Maintaining in-depth operational awareness in the assigned subject areas;
- Assisting the TM in developing timely recommendations to their manager to correct performance consistent with the Contract;
- Providing the TM with accurate and objective information regarding project performance;

- Assisting in the development of the RL Integrated Evaluation Plan for their assigned roles;
- Promptly notifying management and CO of events that significantly affect project performance; and
- Assisting the TM with invoice reviews.

## **2.7 Legal Counsel/Litigation Contracting Officer Representative**

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

## **2.8 Finance/Budget**

The RL/ORP Finance Division (Hanford Finance) is responsible for reviewing and making adequacy recommendations to DOE regarding the Contractor's financial, accounting, billing, timekeeping, internal audit, subcontractor incurred cost audit, internal control, and ethical compliance systems and programs.

The Budget Division coordinates with Contractors and DOE line organizations for budget preparation and tracking, and provides funds control for all DOE funds.

## **2.9 Organizational Property Management Officer and Property Administrator**

The Contracts and Property Management division is responsible for administering the Contract requirements and obligations relating to government property. Activities include establishing and administering personal property management scope consistent with 48 CFR 52.245-1, "Government Property," and applicable laws, regulations, practices, and standards.

## **2.10 Industrial Relations/Human Resources**

The Procurement Support Division is responsible for administering the Contract requirements and obligations relating to human resources. Activities include administering the workforce restructuring program, monitoring Hanford labor relations programs, oversight of the pension and benefits plans for Hanford Site contractors; and oversight of identified DOE Closure Site legacy pension and benefits plans.

## **3.0 Contract Management Processes**

### **3.1 Contract Communication Protocol**

#### **3.1.1 Formal Communications with the Contractor**

All formal direction to the Contractor is issued by the CO or the COR within designated authority. All directions specifically identified in the Contract as requiring a written direction from the CO or COR must be in writing. All other directions (i.e. those not expressly required by the Contract to be in writing) should be in writing, but may be provided orally in meetings, briefings, phone, or video conferencing if written communication is not reasonably practicable. A written record of direction should be created for such oral directions. All formal written correspondence to the Contractor should include the Contract Number within the subject line. Correspondence will include the following statement, where applicable:

“The government considers this action to be within the scope of the existing contract and therefore, the action does not involve or authorize any delay in delivery or additional cost to the government, either direct or indirect.”

The following caveat will be included within the body of correspondence issued by CORs:

“This letter is not considered to constitute a change to the contract. The contractor is further advised that no oral statement by any person shall modify or otherwise affect the terms of the contract; the CO is the only person authorized to approve any changes in contract requirements. In the event the contractor disagrees with this interpretation or effects any change at the direction of any person other than the CO, the change will be considered to have been made without authority. The Contractor shall comply with the requirements of the contract clause FAR 52.243-7, Notification of Changes.””

The CO must receive a copy of all correspondence to the Contractor (e.g., technical direction by the COR). 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 will be addressed to the Contractor’s local principal executive, and cite the Contract number and applicable contract provision and/or GFI/S item number in the letter’s subject line. Formal communication from the Contractor should follow a formal contract correspondence tracking system with commitments appropriately assigned and tracked for timely completion.

### **3.1.2 Informal Communications with the Contractor**

Informal communications can occur between a DOE employee and any Contractor employee. This type of communication is nonbinding for both the government and the Contractor and does not constitute contract direction (i.e., formal communication). Informal communication can take the form of electronic mail, retrievable databases, telephone, facsimile, presentations, meetings, and other means.

Informal communications between DOE and Contractor staff are needed for proper oversight coordination. This communication should be constructive in nature. Avoid requesting information obtainable by other means. In their informal communications, DOE employees need to avoid the impression the communications are formal. Particularly, when COs or CORs are engaging in informal communications, they must be careful to identify those communications as nonbinding. CORs should inform the Contractor as to whether the communications or portions thereof are formal or informal. More specific expectations for DOE interfaces with Contractors are described in the DPMS *Contract Management and Oversight Performance* crosscutting processes.

### **3.1.3 Non-ORP/RL Communications**

The Contractor will be required to communicate with other than ORP/RL staff in conjunction with its responsibilities and workscope. The parties most likely to be involved are DOE-HQ, other federal agencies and offices including the U.S. Environmental Protection Agency, Government Accountability Office, the DNFSB, other Hanford Contractors (OHCs), Hanford Advisory Board, state agencies, officials (including the Washington State Departments of Ecology and Health), tribal nations, and the general public. Because these entities are outside of the contractual relationship between the Contractor and DOE, 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 “stakeholder” communications are coordinated or monitored by the CO, COR, or responsible IPT participant, as described in the DPMS Intergovernmental Affairs and Public Affairs crosscutting processes.

### **3.2 Contract Administration by Contract Line Item Number**

#### **3.2.1 CLIN 0010 - Contract Transition**

CLIN 0010 is for Contract Transition for a period of 100 days. It is a cost reimbursable (no fee) CLIN. A notice to proceed for this CLIN will be provided once the Department reaches some level of stability after the COVID-19 Partial Stop Work Orders for major contracts at Hanford Site. The work scope will address 222-S transition activities consistent with the approved HLMI transition plan. The scopes of the TOC and Laboratory Analytical and Testing Services Contract will continue to be performed by Washington River Protection Solutions LLC and Wastren Advantage, Inc., respectively, until the end of transition.

The funding provided for CLIN 0010 is based on the Offeror’s proposed cost in the awarded proposal. The invoice for CLIN 0010 may consist of the LLC owners (Navarro Research and Engineering and Advanced Technologies and Laboratories, Inc. [ATL]) respective indirect rates based on the individuals performing transition workscope. The Contract requirement states that no home office allocations or fees are allowable. This will be verified in the invoice review for CLIN 0010.

#### **3.2.2 CLIN 0020/1020/2020 – Standard Operations**

CLIN 0020/1020/2020 covers Standard Operations of 222-S and comprises the bulk of the work the Contractor performs identified in Section B, *Supplies or Services and Prices/Costs*, and Section C, *Performance Work Statement*, of the Contract. The functional areas included in Standard Operations are:

- Analytical Operations
  - Analytical Services
  - Analytical Control
  - Laboratory Process Chemistry and Laboratory Analysis
  - Laboratory Research and Technology Development
- Facility Operations
  - Conduct of Maintenance
  - Corrective Maintenance and Facility Improvements
  - Operations Control
  - Conduct of Operations
- Core Functions
  - Engineering
  - Environmental, Safety, and Health
  - Assurance Systems

- Safeguards and Security
- Interface Management
- Business Services

This is a cost reimbursable-award fee CLIN. The amount of fee within the pool will initially coincide with the amount proposed at time of award but is subject to modification based on negotiated changes. There will be both subjective and objective goals identified within the Performance Evaluation and Measurement Plan (PEMP) for this CLIN in order to earn fee. The amount of fee earned by the Contractor will be determined by the Fee Determining Official.

Technical oversight of this CLIN will be the primary responsibility of the Tank Farms Assistant Manager, with assistance from others to include, but not limited to, Technical and Regulatory Support Assistant Manager, Contracts and Property Management Division Director, and AMB. These organizations are also responsible for the technical review of invoices, change proposals, and requests for equitable adjustments.

### **3.2.3 CLIN 0021/1021/2021 – Enhanced Operations**

CLIN 0021/1021/2021 is the Enhanced Operations of the 222-S Laboratory that the Contractor will perform to support Low Activity Waste, Balance of Facilities, and Laboratory (LBL) and WTP operations. The LBL configuration, commissioning, and operations will require an increased volume of samples analyzed by the 222-S Laboratory. This additional sampling will require enhanced operational capacity and capability from the 222-S Laboratory. The Contractor will not perform under this CLIN until notified in writing by the CO.

This is a cost reimbursable-award fee CLIN. The amount of fee within the pool will initially coincide with the amount proposed at time of award but is subject to modification based on negotiated changes. There will be both subjective and objective goals identified within the PEMP for this CLIN in order to earn fee. The amount of fee earned by the Contractor will be determined by the Fee Determining Official.

### **3.2.4 CLIN 0030/1030/2030 – Hanford Site Benefit Plans**

CLIN 0030/1030/2030 covers the Hanford Site Benefit Plans. The Contractor is responsible for sponsorship of contract employee pension and other benefit plans for active employees at the 222-S Laboratory. CLIN 0030/1030/2030 is a cost reimbursable-no fee CLIN. This CLIN will not impact the PEMP/Award Fee due to the nature of the CLIN. It will be reimbursed at actual costs. The management and administration of the items in CLIN 0030/1030/2030 may impact the PEMP/Award Fee.

This CLIN does not cover labor-related costs to administer this CLIN. Those costs are to be charged to the Business Services scope, under the Standard Operations CLIN (0020, 1020, 2020).

Technical oversight of this CLIN will be the responsibility of the Procurement Support Division, to include invoice review. Invoices are anticipated to be submitted according to Clause I.38, “FAR 52.216-7 Allowable Cost and Payment (Jun 2013).”

### **3.2.5 CLIN 0040/1040/2040 and CLIN 0041/1041/2041 – Usage-Based Services**

CLIN 0040/1040/2040 is for UBS to be Provided to OHCs. The 222-S Laboratory Contractor provides the services identified in Section J; Attachment J-3.a, *Hanford Site Services and Interface Requirements Matrix*; after completion of Contract Transition, until directed by the DOE CO to execute to the Section J, Attachment J-3.b, *Hanford Site Services and Interface Requirements Matrix*, which identifies the service type as either mandatory or optional for use by Hanford Site customers, including DOE and/or OHCs and their subcontractors. Changes to the Matrix shall be signed, showing concurrence, by the Contractor and OHCs. UBS are a pass-through cost for OHCs; the accounting for the obligation of DOE funds and cost reimbursement for UBS is described in Section B.2, “Type of Contract,” under the UBS To Be Provided to OHCs CLINS (0040, 1040, 2040).

The expectation that the costs associated with this CLIN will have appropriate supporting documentation that demonstrates request for services, agreed upon price, and applicable period of performance be documented between the Contractor and the OHCs. Rates should be in accordance with approved forward pricing rates and liquidation of rates are to be traceable, at cost (no fee), and consistent among all customers.

Hanford Finance will monitor the rates and variances to ensure the billings are appropriate and the costs are also being liquidated appropriately.

This is a cost reimbursable award fee CLIN. The amount of fee within the pool will coincide with the amount proposed at time of award. There will be both subjective and objective goals identified within the PEMP for this CLIN to incentivize the Contractor to earn fee. The CO will request input from the OHCs to address the Contractor’s performance under this CLIN, since they are the Contractor’s customers. The amount of fee earned by the Contractor will be determined by the Fee Determining Official.

CLIN 0041/1041/2041 is for UBS Received from OHCs. The Contractor receives mandatory services and desired optional services as identified in Section J, Attachment J-3.b. UBS are a pass-through cost for OHCs; the accounting for the obligation of DOE funds and cost reimbursement for UBS is described in Section B.2, under the UBS Received CLINS (0041, 1041, 2041).

CLIN 0041/1041/2041 is a Cost Reimbursable (no fee) CLIN. This CLIN will not impact the PEMP/Award Fee due to the nature of the CLIN. It will be reimbursed at actual costs. The management and administration of the items in CLIN 0041/1041/2041 may impact the PEMP/Award Fee.

This CLIN does not cover labor-related costs to administer this CLIN. Those costs are to be charged to the Business Services scope, under the Standard Operations CLIN (0020, 1020, 2020).

### **3.3 Government-Furnished Property, Services and Information Review Process**

The government has a responsibility to enable contract performance by ensuring that Government Property; to include GFS/I; are available, timely, and of the required quality. Section C includes the Contract Purpose and Overview that describes the Performance Work Statement (PWS) structure including Government Property requirements. Section C further identifies all Government-furnished property to be furnished under the Contract; and Section J, Attachment J-12, *Laboratory Structure List*, provides a list of the assigned real property. The Contractor’s property management program shall be maintained and accounted for in accordance

with FAR Subpart 45.5 and DEAR Subpart 945.5, “Support Government Property Administration.” The Contractor’s property management program is further governed by the Section I.146, “FAR 52.245-1 Government Property (Apr 2012),” as modified by DEAR 952.245-5, “Government property (cost-reimbursement, time-and-materials, or labor-hour contracts.).”

The property system is reviewed and, if satisfactory, approved in writing by the DOE OPMO and monitored by the CMT. Government-furnished property is tracked through the appropriate Hanford Site system, and any transfer of Government-furnished property is coordinated through the assigned Property Administrator and OPMO. Custodial and property management records are maintained in accordance with the approved property management plan.

The contract workscope is divided into five primary CLINs for the base and option periods, as addressed above in Section 3.2, “Contract Administration by Contract Line Item Number.” The PWS workscope elements each contain an in-depth description of the performance-based contract requirements; including deliverables, necessary tasks, actions, functions or activities to be performed; and the limits or exclusions to the scope of the required activities. Typical GFS/I includes DOE approval of Contractor submittals, such as decision documents and reports, and approval of management products and contract deliverables. Contract deliverables and GFS/I are consolidated in Attachments J-10 and J-11, respectively.

**Required government responses and approvals:** In the course of performing the Contract, the Contractor is required to obtain the Government’s review and/or approval of numerous documents and management systems. It is imperative the Government provides appropriate responses within the periods specified by the Contract. Attachment J-10, *Contract Deliverables*, specifies the DOE action and response times for specific Contractor deliverables as DOE “Action” and “Response Time.” The response time is given in calendar days, and in some cases the response time is very short. The response time is specified as the number of calendar days for DOE to review, approve, and/or provide certification action on the deliverable following Contractor submission of an acceptable product; or DOE provides comments on an unacceptable product that will require revision and re-submission for DOE review, approval, and/or certification action. It is expected that reviews of key Contractor management system documentation, such as an Integrated Safety Management System description and the Program Management Plan, be conducted with the Contractor prior to formal submittal by the Contractor for review and approval. Communication with the Contractor and within the organization will be essential to managing the requirements to avoid a basis for equitable adjustment claims.

As a reminder, the only way in which deliverables can be modified is through the CO. As with other contracting changes, only those changes agreed to by the CO are binding.

### 3.4 Inspection/Surveillance and Acceptance Processes

Various DOE organizational elements have contract management responsibilities and ownership for actions associated with the 222-S Laboratory Contract. DOE FRA documents establish these key responsibilities. The 222-S Laboratory Contract Work Breakdown Structure Responsibility Assignment Matrix (see Table 1, located in the last pages of this CMP) identifies those individuals responsible for particular work elements within the Contract scope. Each DOE organization is responsible for monitoring performance measures within its control. The Tank Farms Assistant Manager is responsible for overall monitoring of performance measures. The primary method used for monitoring contractor performance is based on the following:

- An understanding of the performance-based nature of the Contract;

- Knowledge of the Contractor’s performance in accordance with the Contract requirements;
- Awareness of the type and level of associated risks and hazards;
- Insight on the technical and management approaches to mitigating programmatic risks and controlling hazards; and
- Familiarity with the Contractor’s approved management systems.

Increased evaluation efforts are placed on those areas where there are indications of poor or suspect contractor performance indicated by contractor self-assessment or by CMT surveillance and analysis. The level of review is reduced when there are indications that the Contractor’s performance is strong and the Contractor’s self-assessment and corrective action programs are effective. In general, DOE’s intent is to minimize the level of DOE involvement and allow the Contractor to perform to the Contract requirements. DOE’s goal is to reduce evaluations when the Contractor demonstrates an effective self-assessment program that includes self-identification, taking appropriate corrective actions, and successful follow-on action to prevent recurrence and improve performance. If the Contractor’s performance is deficient, and it appears that the Contractor’s management processes have not produced the desired result(s), DOE can increase evaluations in order to protect the Government’s interests. Additional DOE inspection and acceptance rights can be found in Section E, *Inspection and Acceptance*, of the Contract.

Contractor progress and fee is determined by Contractor success in meeting desired outcomes established in Section C and in Section J, Attachment J-4, *Performance Evaluation and Measurement Plan*, as well as compliance with contract requirements. All work must be performed in accordance with applicable laws, regulations, and DOE directives. Failures in contract performance, as defined in contract Clause B.9, “Fee Reductions,” may be the basis for reduction of fee. Section E is also the basis for Contractor rework for performance that does not meet contract requirements.

Key elements in inspections/surveillance and acceptance processes are the periodic routine reviews and feedback between DOE organizations and the Contractor. These are comprised of monthly and quarterly review meetings wherein status is provided to DOE and informal feedback is provided to the Contractor followed by more formal feedback as necessary. The framework of formal and informal communications methods is discussed below in 7.0 “DOE Oversight and Contractor Assurance System.”

### **3.5 Stop-work Authorities**

The Contractor and ORP/RL have the responsibility to stop work under certain circumstances as addressed in Clause H.31, “Work Stoppage and Shutdown Authorization,” and Clause F.1, “FAR 52.242-15 Stop-Work Order (Aug 1989) – Alternate I (Apr 1984).”

### **3.6 Contract Payment Method**

Contract payment under this Contract is executed via invoices submitted to DOE under the Contract. It is DOE policy for the contractor/vendor invoices to be thoroughly and promptly reviewed prior to approving payments. This task should not be an inordinate administrative burden, but be performed in a cost-effective and timely manner. These government determinations should be done upon the receipt of each invoice or payment voucher. Reliance on year-end audits is neither acceptable nor practical for the “technical” or program/project review. However, this does not mean that every cost item must be analyzed or a maximum level of cost

detail be obtained. A degree of reliance can be placed on contractor management systems (e.g., accounting or procurement) once these contract deliverables have been approved by the cognizant CO. At that time, a sampling methodology may be used where the perceived risk of transaction error is low. This is a CO judgment call. Where a basis for questioning the acceptability of costs is identified by the Government, the Contractor will be notified. When costs are questioned by the Government, the burden is on the Contractor to demonstrate that the costs were proper and reasonable.

The “222-S Laboratory Contract Invoice Review Process” (Figure 8) identifies the process whereby the members of the 222-S CMT provide detailed review of the invoice in support of the CO/COR approval. Using this process, the Government must determine that the amounts paid are appropriate, allowable, within the scope of work, and in accordance with the terms and conditions of the Contract. The CO must determine the allowability of costs billed. FAR 31.201-2(a), “Determining Allowability,” identifies five factors that must be considered:

- Terms and conditions of the Contract;
- Reasonableness;
- Allocability;
- Cost Accounting Standards requirements; and
- Limitations set forth in FAR 31.201-1(b), 31.201-2(c), and 31.201-2(d).

The COR or TM should ensure labor resources, skill mix, hours and materials are reasonable, in accordance with the terms and conditions of the contract, and necessary (allocable) for the performance of the work. Such reviewing officials are not expected to know the Cost Accounting Standards or the cost principles. Other expertise (e.g., finance) is obtained by the CO to evaluate and resolve issues in these areas (e.g., indirect cost rates, overheads, or general and administrative).C

The COR or TM should focus on the reasonableness of the quantities, qualities, and suitability of resources used by the Contractor. In defining reasonableness, FAR 31.201-3, “Determining Reasonableness,” states:

- (a) A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person in the conduct of competitive business. Reasonableness of specific costs must be examined with particular care in connection with firms or their separate divisions that may not be subject to effective competitive restraints. No presumption of reasonableness shall be attached to the incurrence of costs by a contractor. If an initial review of the facts results in a challenge of a specific cost by the contracting officer or the contracting officer’s representative, the burden of proof shall be upon the contractor to establish that such cost is reasonable.
- (b) What is reasonable depends on a variety of considerations and circumstances, including:
  - (1) Whether it is the type of cost generally recognized as ordinary and necessary for the conduct of the contractor's business or the contract performance;
  - (2) Generally accepted business practices, arms-length bargaining, and Federal and State laws and regulations;

- (3) The contractor's responsibilities to the Government, other customers, the owners of the business, employees, and the public at large; and
- (4) Any significant deviations from the contractor's established practices.

Costs questioned by the COR or TM must be communicated to the CO, along with any data supporting the recommendation. Materiality or magnitude of the questioned cost must always be considered along with the DOE resource commitment necessary to resolve the issue. The COR or TM will assist the CO to adjudicate the issue. This may ultimately result in sending a Notice of Disallowance to the Contractor. The Contractor may accept such notice, or may invoke the disputes clause to obtain further appeal.

The COR or TM must certify that, to the best of their knowledge and based on careful review, the types and quantities of resources used are reasonable and consistent with the requirements of the Contract. Often such certification will only apply to a portion of the invoice for which the reviewer has responsibility. Such certification does not directly result in sole liability to the reviewer should the invoice later be found to be incorrect, as long as the certification was based on a careful review of available facts, and is to the best of the reviewer's knowledge. However, repercussions could occur if fraud, gross negligence, or intentional misstatement occurs in performance of this task.

Procurement instruments require contractors and vendors to submit invoices electronically through the Oak Ridge Financial Service Center's web-based DOE Vendor Inquiry Payment Electronic Reporting System. The DOE payment system notifies designated DOE officials an invoice has been submitted and is ready for review and approval. The COR or their assigned proxy will access contractor/vendor invoices via the web-based DOE Financial Accounting Support Tool to record invoice reviews and notify the Approving Official whether payment should be approved.

Contractor billing instructions are identified in Section G.5, "DOE-G-2005 Billing Instructions – Alternate I (Oct 2014)," of the 222-S Laboratory Contract. Section I, Clause I.38, "FAR 52.216-7 Allowable Cost and Payment (Jun 2013)," identifies that; for interim payments for contract financing; the designated payment office will make payments for cost and fee invoices on or prior to the fifteenth day after receiving a proper payment request. The designated payment office will make payments for Hanford Site Benefit Plan invoices (CLINs 0030, 1030, 2030) on or prior to the seventh day after receiving a proper payment request.

### **3.7 Performance Evaluation Measurement Plan and Fee Administration**

The PEMP is an award fee plan containing both objective and subjective outcomes in order to incentivize the efficiency and effectiveness of the Contractor. Please note that PEMP is synonymous with the term "Award Fee Plan" found in FAR 16.401(e)(3), "General." The completion criteria for objective outcomes are focused on specific activities. The completion criteria for subjective outcomes are focused on the achievement of high-level strategies and performance levels necessary to facilitate accomplishment of envisioned desired outcomes. The completion criteria are based on quantitative analytical measures and specific performance outcomes. These criteria define successful performance in terms of measurable deliverables and associated constraints (measurable ranges/delivery dates). The evaluation of outcomes will include subjective determination regarding quality, timeliness, cost, and effectiveness.

The fee on the 222-S Laboratory Contract is administered primarily in accordance with contract Clause B.6, "Fee," and the "Performance Incentives Development and Evaluation Process" procedure within the *Contract Management* (DOE-RL-PRO-AM-50314) crosscutting process in

DPMS. The Contractor will have the opportunity to earn 100 percent of the available fee through objective fee components and subjective fee components contained in the PEMP. The PEMP contains annual and multi-year objective performance measures. Final fee determinations for performance measures are made and fees are paid as per contract Clause B.6 and Clause B.9.

The Hanford Site manager has been delegated the responsibilities as the Fee Determining Official for this Contract, supported by a Performance Evaluation Board comprised of the following:

- Tank Farms Manager, Chair;
- Deputy Assistant Manager for Tank Farms, Deputy Chair;
- Tank Farms Business Operations Division Director
- Contracting Officer;
- Legal Staff Member;
- 222-S Laboratory Program Manager; and
- Performance Monitors.

Contract clauses relevant to the fee determination include the following:

- B.2, "Type of Contract";
- B.5, "Estimated Annual Contract Value";
- B.6, "Fee";
- B.7, "Provisional Payment of Fee";
- B.8, "Allowability of Subcontractor Fee";
- B.9, "Fee Reductions";
- B.10, "Conditional Payment of Fee, DOE Hanford Site-Specific Performance Criteria/Requirements";
- G.4, "DOE-G-2004 Contract Administration (Oct 2014)";
- H.37, "DOE-H-2070 Key Personnel – Alternate I (Oct 2014) (Revised)";
- H.45, "Subcontractor Timekeeping Records Signature Requirement";
- H.59, "FAR 52.234-4 Earned Value Management System (Nov 2016)";
- I.11, "Contractor Code of Business Ethics and Conduct (Oct 2015)";
- I.38, "Allowable Cost and Payment (Jun 2013)";
- I.107, "Limitation on Withholding of Payments (Apr 1984)";
- I.108, "Interest (May 2014)";
- I.109, "Availability of Funds (Apr 1984)";
- I.110, "Limitation of Funds (Apr 1984)";
- I.112, "Prompt Payment (Jan 2017) – Alt I (Feb 2002)";
- I.113, "Prompt Payment for Construction Contracts (Jan 2017)";

- I.114, “Payment of Electronic Funds Transfer – System for Award Management (Jul 2013)”;
- I.116, “Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)”;  
and
- I.187, “Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (Aug. 2009) – Alt II (Aug 2009).”
  - Note: Under Clause I.187 and Clause B.10, DOE may unilaterally reduce earned fees for failure to meet minimum requirements of the environmental, safety, and health management systems or for failures in safeguards and security systems. This unilateral right also extends to a catastrophic event, failures to comply with the PWS, or cost performance failures. Ethical failures may be actionable if they compromise the integrity of the Integrated Safety Management System.

### **3.8 Interface Management Activities and Integration**

The Tank Farms Assistant Manager has the primary responsibility for the programmatic and technical oversight of the 222-S Laboratory Contract. The workscope covered under 222-S is organized into functional areas as depicted above in Section 1.0, “Contract Summary and Background of Scope of Work,” and will be managed and overseen as a Tank Farms function. Within Tank Farms, division directors and program staff have been assigned the responsibility for managing and overseeing the technical workscope covered under 222-S and report to Tank Farms Assistant Manager (see Section 2.0 of this CMP).

The COR, as designated by the Contracting Officer, or TMs, are supported by the 222-S IPT. The Tank Farms IPT consists of a core group of individuals with direct responsibility for the primary functional areas. The core IPT coordinate and maintain cognizance of activities and issues related to the following areas: project status, conduct of field oversights and operational efficiency, safety documentation and engineering design, readiness assessments, operational readiness, environmental, regulatory, and legal permits and documents. The Tank Farms core team members are also responsible for the overall integration of all oversight activities related to the Tank Farms mission. Integration includes direct interface with other DOE elements providing oversight support; such as the Assistant Manager for Safety and Quality, Assistant Manager for Mission Support, Assistant Manager for Safety and Environment, Office of Chief Counsel, Assistant Manager of Business and Finance, and the Hanford Office of Communications. The Tank Farms oversight model and approach is to focus its efforts against identified vulnerabilities and to utilize scheduled/planned oversight activities planned by both internal and external organizations.

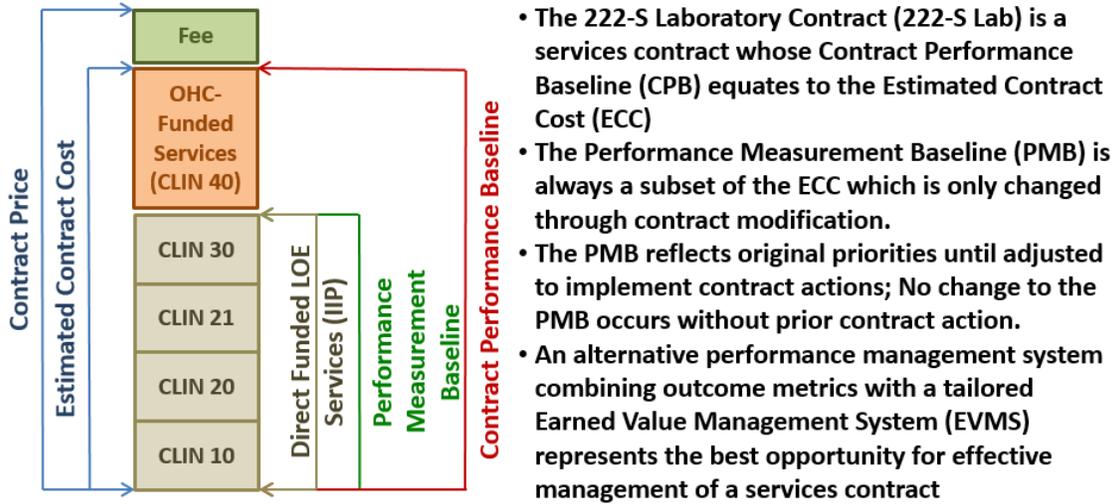
The DOE has a defined baseline scope description, cost estimate, and schedule for the 222-S Laboratory workscope. Execution of baseline is conducted through the Contract (i.e., no changes to the baseline until a change has been definitized in the Contract by the CO). The baseline scope descriptions are linked to the PWS; baseline cost estimates are aligned with the estimated contract costs; and the baseline schedule is aligned with contract performance incentives, PWS deliverables, and contractual GFS/I.

### **3.9 Contract Baseline Alignment**

There is a direct correlation, or alignment, between the contract price (estimated contract cost plus fee) and the Contract Performance Baseline (CPB). The Performance Measurement Baseline (PMB) is a subset of the CPB and is comprised of the scope of CLINs 0010-0030. The PMB excludes CLINs 0040 and 0041 due to the dynamic, unpredictable nature of that scope. The

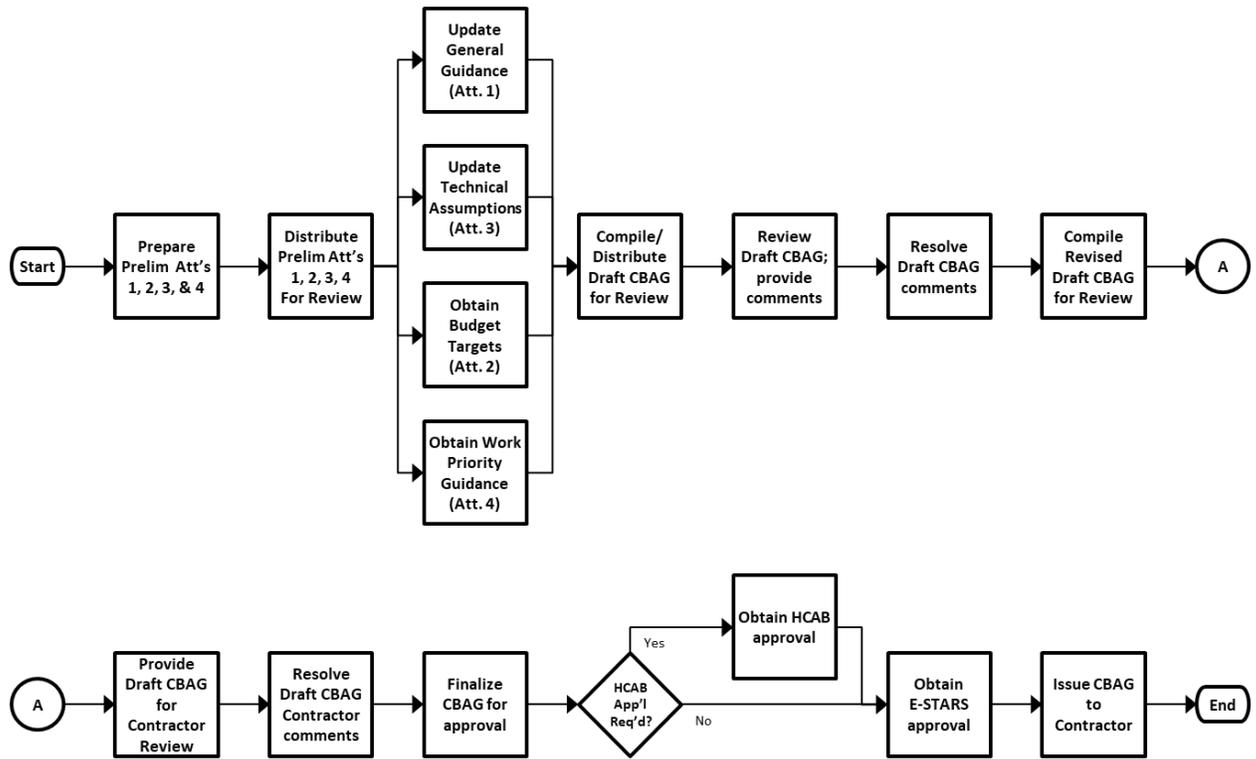
relationship between the various components of the contract price — estimated contract cost, CPB, PMB, etc. — is depicted in Figure 4 below.

**Figure 4. 222-S Laboratory Contract Baseline Alignment**



This alignment is maintained through the issuance of planning guidance letters referred to as Contract/Baseline Alignment Guidance (CBAG). Issued annually in late July/early August, the CBAG establishes the programmatic direction for the following fiscal year, including expected funding for the fiscal year. Subsequent revisions are issued to provide updated assumptions regarding scope, cost, schedule or funding and to revise work authorizations. Figure 5, “Contract Baseline Alignment Guidance Process” depicts the process of preparing and issuing the CBAG.

**Figure 5. Contract Baseline Alignment Guidance Process**



Changes to baseline, or the receipt of a revised baseline, from the Contractor does not constitute a contract change or a change proposal. Changes to the baseline that affect the 222-S Laboratory Contract cost, fee, schedule, and/or PWS result from; and are the implementing mechanism for; previously negotiated contract modification or from 222-S CO direction (e.g., Notice to Proceed, Not to Exceed) that is subject to future modification and definitization. The structure for managing change control relating to scope, cost and schedule, as well as mitigating variances to approved scope, cost or schedule, is depicted below in Figure 6, “222-S Change Management Process.”



incurred prior to agreement on contract price, the fee objective will be reduced to reflect decreased risk.

### **3.12 Contractor Litigation Management**

The DOE established regulations covering contractor legal management requirements. Contractor legal management practices will comply with requirements specified in 10 CFR Part 719, “Contractor Legal Management Requirements.” The DPMS *Litigation Management - Contractor* crosscutting process was written to assist personnel in controlling and overseeing litigation costs for which contractors seek reimbursement under the terms of their contracts, including general legal services. It also provides information for instances when the contractor is required to provide DOE Chief Counsel with a Staffing and Resource Plan for litigation where legal costs over the life of the matter are expected to exceed \$100,000.

### **3.13 Contractor Human Resource Management**

The DOE Procurement Support Division is responsible for overseeing Contractor conduct regarding expedient reporting and processing of employee compensation. Contract requirements related to Contractor Human Resource Programs are included in Section H, *Special Contract Requirements*. The DPMS Acquisition Management System contains a number of DOE Standards for the oversight of Contractor Human Resource Programs, including the following:

- DOE-STD-AM-50332, *Davis Bacon & Related Acts Administration and Enforcement* (CIR-011);
- DOE-STD-AM-50333, *Service Contract Labor Standards Administration* (CIR-014);
- DOE-STD-AM-50334, *Reductions in Contractor Employment* (CIR-040);
- DOE-STD-AM-50335, *Contractor Compensation* (CIR 051);
- DOE-STD-AM-50336, *Labor Relations – General* (CIR-010);
- DOE-STD-AM-50337, *Labor Standards Determinations* (CIR-012);
- DOE-STD-AM-50340, *Contractor Benefits* (CIR-050);
- DOE-STD-AM-50341, *Contractor Employee Pension Programs* (CIR-052); and
- DOE-STD-AM-50342, *Contractor Risk Management and Liability Programs* (CIR-053).

The Contractor is tasked with prudently managing these benefits in accordance with DOE O 350.1, *Contractor Human Resource Management Programs*. Non-Hanford Site Pension Plan Eligible Employees shall receive a benefits package that provides for market-based retirement and medical benefit plans that are competitive with the industry from which the Contractor recruits its employees and in accordance with Contract requirements.

The Contractor business structure is somewhat different than other Hanford contractors. HLMI is a small business joint venture, made up of team members Navarro Research and Engineering, Inc. and ATL. The Small Business Administration limits which entity employs individuals in a small business joint venture. For this Contract, HLMI does not have any employees. Navarro and ATL (or a subcontractor, as applicable) will employ staff as applicable, per the joint venture agreement. Generally, ATL employees provide Section C.2.1, “Analytical Operations,” services and Navarro will fulfill the rest of the scope. Amentum provides some engineering, fire protection, and nuclear safety services as a subcontractor.

### **3.14 Contract Records**

All records acquired or generated by the Contractor in performing this Contract are the property of the Government, except for those defined as “contractor-owned” in contract Clause I.186, “DEAR 970.5204-3 Access to and Ownership of Records (Oct. 2014) (Deviation).” These records must be delivered to the Government or otherwise disposed of at contract completion or termination, as directed by the CO. Additional Contractor requirements concerning records management are found in Contract Clause H.17, “Privacy Act Systems of Records (Oct. 2014) (Revised).” Clause I.186 addresses records management with respect to occupational health records and radiation exposure records. All occupational health records generated during the performance of Hanford-related activities will be maintained by the Occupational/Medical Services Contractor and are the property of DOE. All radiation exposure records generated during the performance of Hanford-related activities are the property of DOE and are maintained by Battelle staff at the Pacific Northwest National Laboratory.

### **3.15 Contract Closeout**

When the Contractor has completed the workscope, the process of verification of contract completion and initiation of contract closeout can commence. The major elements of the contract closeout are found in DPMS in the *Closeout of Contract Files and Financial Assistance Files* procurement procedure. Contract closeout will conform to the requirements of FAR 4.804, “Closeout of Contract Files.”

### **3.16 Continuity of Operations**

The Contract ensures continuity of operations during emergency situations through the implementation of DOE O 151.1C, *Comprehensive Emergency Management System*, and DOE O 422.1, *Conduct of Operations*. As specified in the Contract Section J attachment “Hanford Site Services and Interface Requirements Matrix,” Emergency Response Services (Interface No. 29) and Emergency Operations (Interfaces No. 31 and 32) are provided to the Contractor to help to ensure the continuity of operations during emergency situations. The Hanford Site Manager or designee has the sole discretion to determine when an emergency situation exists at the Hanford Site and may also direct the activities of the Contractor throughout the duration of the emergency.

## **4.0 Contract Deliverables**

Deliverables are identified in Section J, Attachment J-10. These deliverables are monitored by the responsible support organizations or subject matter experts assigned responsibility in DOE’s FRA.

Attachment J-10 summarizes the specific products the Contractor shall submit to DOE, type of action DOE will perform, the associated DOE response time, and the date/timeframe that the Contractor is required to submit the product. Upon DOE approval or acceptance, with no further action required by the Contractor, the Contractor may make a claim for applicable fee. Possible DOE actions, depending on the deliverable, are defined as follows:

- Approve – The Contractor shall provide the deliverable to DOE for review and approval. DOE will review the deliverable and provide comments in writing, if applicable. DOE will discuss the comments with the Contractor and the Contractor shall provide written responses. The Contractor shall rewrite the document to incorporate DOE mandatory comments and resubmit for DOE approval. Once approved by DOE, the deliverable shall be placed under change control and no changes shall be made, without DOE approval.

- Review – The Contractor shall provide the deliverable to DOE for review and comment. DOE will have the option to review the information and provide comment. The Contractor shall respond to written comments.
- Information – The Contractor shall provide the deliverable for information purposes only. DOE will have the option of reviewing the information and providing comments. Such comments do not require resolution under the Contract.

Specific deliverables associated with either objective or subjective criteria pertaining to fee determination will be shown in the PEMP.

In addition, the Contractor is required to provide input to support Hanford Site wide reporting performed (e.g., environmental permits, use of recovered materials, and pollution prevention activities), as defined in Section J, Attachments J-3.a and J-3.b. The Contract defines requirements for the interfaces between the Contractor and OHC in Section H, Clause H.54, “Hanford Site Services and Interface Requirements Matrix.”

## 5.0 Key Contract Vulnerabilities or Performance Risk Areas

The *Risk Management* procedure in the DPMS (DOE-RL-PPD-IMP-50396) crosscutting process provides processes for managing risks in a manner that will facilitate successful project execution and program management. It supports efficient allocation of resources, reduces the likelihood and effect of events that could cause project failures, and increases an organization’s ability to take advantage of opportunities that could have a positive effect on the project or program.

Risk management is accomplished through a formal process that systematically identifies and assesses risks that have a potential for affecting the project/program and assures that appropriate risk-handling actions are identified and implemented throughout the life of a project/program. Consistent with DOE G 413.3-7A, *Risk Management Guide*, this program uses the term “risk” to encompass risks with negative effects (threats) as well as risks with positive effects (opportunities). The components of risk include the likelihood of a particular outcome and the consequences of that outcome. Risks associated with Hanford Site cleanup are managed at the Contractor and the ORP Project Baseline Summary Level.

Order DOE O 413.3B, *Program and Project Management for the Acquisition of Capital Assets*, requires that a capital asset project’s risk management process be aligned with the project’s Critical Decision step, or project phase. This includes development of Risk Management Plans and a risk register at both the project and program levels. Project management practices suggest that the principles of risk management established for capital asset projects should be applied to operations activities. There are two types of operations activities:

1. Those activities that are discrete (project like) with definable start and end dates, discrete scopes of work, and measurable accomplishments; and
2. Level of effort activities that are required to maintain the Site and continue indefinitely or until Site closure. This is generally where 222-S Laboratory services are categorized.

Due to the fact that project management principles suggest that operations activities should be managed the same as capital asset projects, both operations activities and Capital Asset Projects will follow the same process steps outlined in the Risk Management Program for assessing risks, estimating associated cost and schedule effects, and, when appropriate, establishing handling actions and/or managing contingency but may utilize tailoring, as necessary, to reflect complexity.

Additionally, in accordance with Section C of the Contract, the Contractor is required to the implement a risk management process.

## **6.0 Contractor Past Performance Reporting Requirements**

In accordance with the DPMS *Contract Management* crosscutting process, the Contractor Performance Assessment Report process, the CO, together with Tank Farms Assistant Manager, will consolidate an assessment of the Contractor's performance and the CO will transmit the performance report through the Contractor Performance Assessment Reporting System (CPARS), as required by FAR 42.15, "Contract Performance Information," and DOE procedure DOE-PRO-AM-50100, *Contractor Performance Assessment Reporting System*, in DPMS.

The information reported therein is based on objective facts supported by performance assessment and management data, to include program performance reporting, quality reviews, technical interchange meetings, and earned contract incentives. The reports are used to provide past performance information to acquisition professionals for use in future acquisitions. The system utilized by DOE for collecting past performance information is the CPARS maintained by the Department of Navy. A semi-annual report will be documented until the close of the Contract.

The assessment of the Contractor's Past Performance is the joint responsibility of the Tank Farms Project IPT and the CO. The TMs on the CMT assess the Quality of Product, Schedule, and Management CPARS categories. The CO assesses Business Relations and Cost categories. Performance narratives and associated ratings for these categories are provided no later than 120 days following the end of the semi-annual performance period.

The CO will review the narratives and proposed ratings and will issue the final evaluation, which is documented in the CPARS report. If the ratings are not supported by the narratives, the report will be sent back to the IPT technical members for further justification. When the ratings are adequately supported by the narratives, the CO will forward the report to the Contractor for a 60-day review period. The Contractor will review and provide comments and return the report to the CO. If the Contractor accepts the report, the CO will close out the report. If the Contractor disputes the report, the CO must forward the information to the CPM Procurement Director (PD) for resolution. The PD will review the Contractor dispute with the CO and the IPT technical member(s) who provided input to the report. The PD will make the decision to either change the report or leave the report as written and close it out. The report will not go back to the Contractor for any further reviews. The CPAR will be finalized no later than 120 days following the end of each semi-annual performance period.

## **7.0 DOE Oversight and Contractor Assurance System**

The overall Contractor Assurance System requirements for oversight of the 222-S Laboratory Contract are described by DOE's *Contractor Integrated Performance Evaluation* (DOE-RL-SD-CIPE-50289) in DPMS, which references DOE O 226.1B, *Implementation of Department of Energy Oversight Policy*, and DOE O 414.1D, *Quality Assurance*. Oversight is defined as activities performed by DOE organizations to determine whether federal and contractor programs and management systems, including assurance and oversight systems, are performing effectively and complying with DOE requirements. Oversight programs include operational awareness activities, onsite reviews, assessments, self-assessments, performance evaluations, and other activities that involve evaluation of contractor organizations and federal organizations that manage or operate DOE sites, facilities, or operations.

Requirements for the Contractor Integrated Performance Evaluation Management System are identified in the Hanford FRA document located in DPMS under DOE-PPD-RPMS-50511. The

Contractor Integrated Performance Evaluation identifies the crosscutting processes, procedures, and programs used by DOE staff to plan and perform oversight of contractor work, as well as to evaluate and report contractor performance against applicable contractual requirements (e.g., Environment, Safety, Health & Quality; security and emergency services; and business management).

The *Integrated Oversight* procedure in the DPMS (DOE-PRO-CIPE-50085) crosscutting process describes an oversight process designed to be used in concert with the integrated Contractor Assurance System (iCAS) business enterprise suite that informs and supports DOE oversight. The active link to the business enterprise suite is available through Hanford Software Distribution. Administrative processes are configured and controlled through the business enterprise suite. The Contractor's performance is documented via iCAS and communicated through a series of formal and informal methods. The Contractor's performance determines its ability to earn fee on this Contract and, ultimately, determines suitability to compete for other government contracts. The framework of formal and informal communications methods is illustrated in Figure 7 below.

The mechanisms of contractor feedback are comprised of the following:

For imminent safety issues, you have a responsibility to Stop Work in accordance with DOE-0343, *Hanford Site Stop Work Procedure*. Stop Work Criteria: "Employees shall stop work if an activity or condition is believed to be unsafe. Conditions exist that pose an imminent danger to the health and safety of workers or the public or Conditions exist, that if allowed to continue, could adversely affect the safe operation of, or could cause serious damage to, the facility. Conditions exist, that if allowed to continue, could result in the release from the facility to the environment of radiological or chemical effluents that exceed applicable regulatory requirements or approvals."

On-the-Spot Correction (with potential follow-up) - Minor issues observed during field work can be resolved by discussing with onsite contractor supervision or simply by asking the individual a question. Example: A member of a work crew is not wearing protective glasses as required. One could either point this out to the Field Work Supervisor, or ask the individual in question what the PPE requirement is. This should drive behavior change.

Discussion with Counterpart - Minor programmatic issues/trends can and should be discussed with contractor counterparts as part of routine interfaces. This is not contract direction. DOE's preference is to give the Contractor a chance to fix a problem first.

Escalate to your management - Often if you are not getting traction with your counterpart on an issue, it is advantageous to bring it to your supervisor so they can informally discuss with their counterpart to drive change.

Issue Observations/Finding through Operational Awareness Database or Surveillance - Observations are a more formal mechanism for transmitting opportunities for the Contractor to improve performance. If it is a non-compliance with a requirement – a Finding may be necessary.

Monthly Safety Report - For more programmatic trends or more significant issues, staff are encouraged to annotate issues on the monthly safety report which is discussed at the senior safety level of the Contractor and DOE. Trends identified in oversight are often captured here to drive change in programs.

Write a Finding for Ineffective Corrective Actions - Contractors are required to address issues to prevent recurrence. If the assessors' previous issues are recurring or not correctly addressed, this is another mechanism for driving change.

**Technical Discussion** - The DOE Manager's Technical Discussion Meeting is a good way to escalate your issue to DOE Senior Management for their awareness and action with the Contractor (see next step). This should be considered for programmatic problems, or habitual unresolved issues.

**Senior Management Discussion with Contractor Senior Management** - Bringing programmatic problems or latent unresolved issues to Senior Management for them to discuss with their counterpart is a valuable tool if other methods are unsuccessful.

**Letter to Contractor** - Letters to the Contractor are a formal mechanism for stating concerns with performance; can direct corrective action plan, extent of condition review, or other action to resolve. Sometimes, sending the letter is not necessary to drive change.

**CPARS** - For programmatic issues, CPARS is an excellent tool to capture less than acceptable contractor performance. CPARS is a platform for pooling government reviews about contractors on behalf of potential customers. By making this information available, DOE gives customers (itself included) an opportunity to get a glimpse of the quality, reliability and trustworthiness of the Contractor before making connections with them. Annotated performance records, positive or negative, can profoundly influence the Contractor's ability to compete for future contracts.

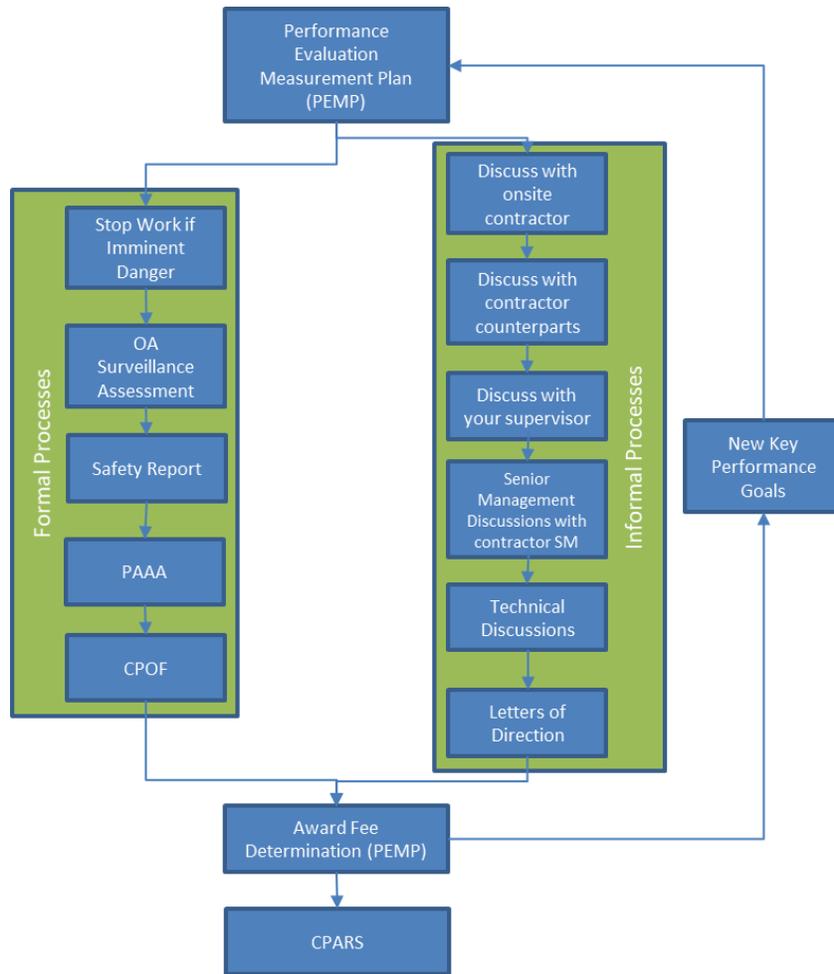
**Award Fee** - The Contractors receive award fee in subjective and objective areas. Substantial subjective award fee is placed on safe and compliant work execution in addition to quality and timelines of key documents submitted. Providing Award Fee feedback to your management is a significant tool to improve behavior.

**Suggest a Key Performance Goal (KPG)** - Often when an assessor identifies areas where a contractor can improve, change can be driven by making the improvement a DOE KPG. The contractor works hard to meet these KPG. Generally, KPGs should be focused on improving safety or efficiency of work.

**Price-Anderson Amendments Act Enforcement Action** - Used for violations of nuclear safety requirements; non-compliances are investigated for enforcement action.

**Conditional Payment of Fee (CPOF)** - For severe programmatic issues, CPOF "takes money from the contractor" via a formal letter that invokes the contract and may result in a reduction in earned fee for the fiscal year. It is for non-compliances that either have, or may have, significant negative impacts to the worker, the public, or the environment or that indicate a significant programmatic breakdown. These are a significant emotional event for the contractor and should be invoked judiciously. Varying degrees of CPOF are available depending on severity of the issue.

**Figure 7. Contractor Feedback Mechanisms**



**8.0 Agreements with State, Community, or Other Entities**

The Contractor and/or DOE are parties to agreements and understandings with federal, state, and local Government agencies, as mentioned in Section C. There are a wide variety of agreements, which includes but is not limited to, fire and emergency services, General Services Administration for use of vehicles, requests for services from other Government entities, inter-entity work orders, and agreements on the use of the HAMMER facility and providing training.

The TPA is maintained collectively by DOE, the U.S. Environmental Protection Agency, and the State of Washington Department of Ecology. While the 222-S Laboratory does not have specific TPA milestones, the Contractor needs to be aware of the milestones because the laboratory supports OHCs through TPA analytical requirements.

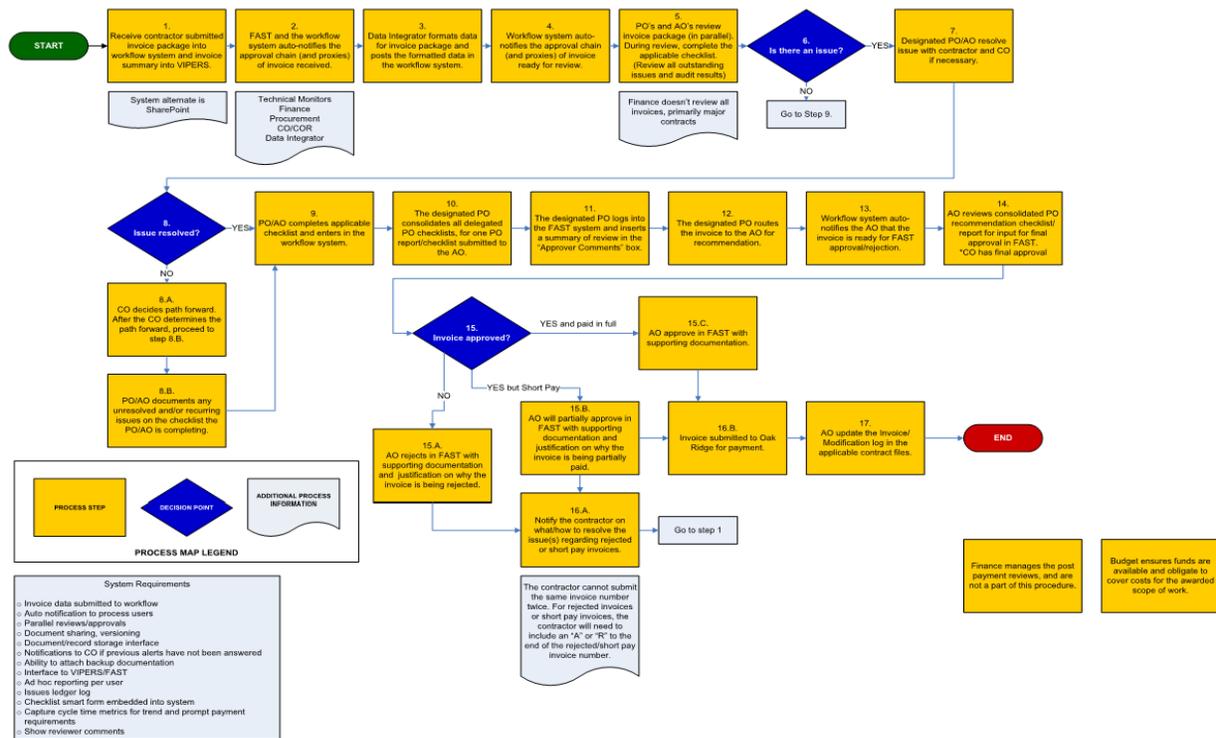
**9.0 Contract Terms and Conditions and Deviations**

The Government has a responsibility to enable Contract performance and ensure that the requirements of the Contract are fulfilled satisfactorily. Unique terms and conditions related to the scope of work of the Contract are described in Contract Section C. Other unique contract terms and conditions are included in Contract Section H. Some of the unique terms and conditions are found in the clauses titled:

- H.57, “Organizational Conflict of Interest Between Hanford Site Contracts”;
- Attachment J-2, “DOE O 241.1B, Scientific and Technical Information Management”;
- Attachment J-2, “DOE O 411.2, Scientific Integrity” (and its associated policy);
- Attachment J-2, “DOE O 481.1, DOE’s Policy Regarding Laboratories, Plants and Sites Engaging in Strategic Partnership Projects with Other Federal Agencies, Independent Organizations, and the Private Sector”; and
- Attachment J-2, “DOE O 484.1, Reimbursable Work for the Department of Homeland Security.”

The Hanford Site Services and Interface Management Requirement Matrix (see Clause H.54, and Section J, Attachment J-3.a and J-3.b) are in the Hanford Site major prime Contracts to maintain consistency of the interface and service matrix.

**Figure 8. 222-S Laboratory Contract Invoice Review**



**Table 1. 222-S Laboratory Contract – Contract Work Breakdown Structure Responsibility Assignment Matrix**

Level 4 - CWBS Number	Level 4 - CWBS Title	Technical Monitor	TM Supervisor
C.1	Transition	MacDonald, Dawn	Harkins, Brian
C.2	Operations	MacDonald, Dawn	Bang, Ricky
C.2.1	Analytical Operations	Cheadle, Jeffrey	Bang, Ricky
C.2.1.1	Analytical Services	Cheadle, Jeffrey	Bang, Ricky
C.2.1.2	Analytical Control	Cheadle, Jeffrey	Bang, Ricky
C.2.1.3	Laboratory Process Chemistry and Laboratory Analysis	Cheadle, Jeffrey	Bang, Ricky
C.2.1.4	Laboratory Research and Technology Development	Cheadle, Jeffrey	Bang, Ricky
C.2.2	Facility Operations	Scrabeck, Brian	Gordon, Roger
C.2.2.1	Conduct of Maintenance	Scrabeck, Brian	Gordon, Roger
C.2.2.2	Corrective Maintenance and Facility Improvements	Scrabeck, Brian	Gordon, Roger
C.2.2.3	Operations Control	Scrabeck, Brian	Gordon, Roger
C.2.2.4	Conduct of Operations	Scrabeck, Brian	Gordon, Roger
C.3	Core Functions	MacDonald, Dawn	Bang, Ricky
C.3.1	Engineering	Porcaro, Elaine	Harkins, Brian
C.3.1.1	Conduct of Engineering	Porcaro, Elaine	Harkins, Brian
C.3.1.2	Nuclear Safety	Hyson, Ricky	Sandgren, Kevin
C.3.2	Environmental, Safety & Health	Trimberger, Bryan	Kemp, Chris
C.3.2.1	Environmental Regulatory Management	Trimberger, Bryan	Kemp, Chris
C.3.2.2	Event Reporting and Investigation	Scrabeck, Brian	Gordon, Roger
C.3.2.3	Waste Handling	Trimberger, Bryan	Kemp, Chris
C.3.2.4	Worker Safety and Health Program	Ortiz-De Jesus, Carlos	Eccleston, Brad
C.3.2.5	Industrial Hygiene	Yearsley, Larry	Eccleston, Brad
C.3.2.6	Beryllium Program	Moreno, Mario	Eccleston, Brad
C.3.2.7	Radiation Protection	Williamson, Brandon	Eccleston, Brad
C.3.2.8	Fire Protection Program	Denney, Chris	Eccleston, Brad
C.3.2.9	Site Wide Safety Systems	Eccleston, Brad	Schroder, Paul
C.3.2.10	Emergency Management Program	Swartz, Jay	Eccleston, Brad
C.3.3	Assurance Systems	Beach, Ryan	Clarno, Bill
C.3.3.1	Analytical Quality Assurance	Beach, Ryan	Clarno, Bill
C.3.3.2	Facility Quality Assurance	Beach, Ryan	Clarno, Bill
C.3.3.3	Requirements Management Program	Beach, Ryan	Clarno, Bill
C.3.3.4	Contractor Assurance System	Berkenbile, Mike	Schroder, Paul
C.3.4	Safeguards and Security	Haddick, Timothy	Frey, Jeff
C.3.4.1	Safeguards and Security Program	Haddick, Timothy	Frey, Jeff
C.3.4.2	Cyber Security	Desnoyer, Stephen	Ellison, Ben
C.3.5	Interface Management	Cheadle, Jeffrey	Bang, Ricky
C.3.5.1	Interface Management	Cheadle, Jeffrey	Bang, Ricky

<b>Level 4 - CWBS Number</b>	<b>Level 4 - CWBS Title</b>	<b>Technical Monitor</b>	<b>TM Supervisor</b>
C.3.6	Business Services	Toon, Thomas	Ward, Janis
C.3.6.1	Project Management/Earned Value Management System	Kidder, Kallen	Turner, Vanessa
C.3.6.2	Property Management	Sheretz, William	Hader, Wade
C.3.6.3	Information Management	Eddy, Mike	Ellison, Ben
C.3.6.4	Training	Beach, Ryan	Clarno, Bill
C.3.6.5	External Affairs	Tyree, Geoffrey	Meyer, Carrie
C.3.6.6	Procurement	Papenfuss, Layne	McCusker, Marc
C.3.6.7	Executive Leadership & Management	Papenfuss, Layne	McCusker, Marc
C.3.6.8	General Counsel	Unsicker, Andrew	Schroder, Joseph
C.3.6.9	Internal Audit	Toon, Thomas	Ward, Janis
C.3.6.10	Contract Administration	Papenfuss, Layne	McCusker, Marc
C.3.6.11	Operational Excellence/Continuous Improvement	Berkenbile, Mike	Schroder, Paul
C.3.6.12	Strategic and Operational Planning	Cheadle, Jeffry	Bang, Ricky
C.3.6.13	Chief Financial Officer Functions	Toon, Thomas	Ward, Janis
C.3.6.14	Employee Concerns	Collins, Michael	Zimmerman, Pam
C.3.6.15	Human Resources and Work Force Services	Flowers, Cory	Morris, Ashley
C.3.6.16	Independent Oversight	MacDonald, Dawn	Bang, Ricky
C.3.6.17	Miscellaneous Core Functions	MacDonald, Dawn	Bang, Ricky
C.3.6.18	Outgoing Contract Transition	Papenfuss, Layne	McCusker, Marc
C.4	Usage-Based Services	Cheadle, Jeffry	Bang, Ricky
C.4.1	Usage-Based Services Provided	Cheadle, Jeffry	Bang, Ricky
C.4.2	Usage-Based Services Received	MacDonald, Dawn	Bang, Ricky
C.5	Enhanced Operations	Cheadle, Jeffry	Bang, Ricky
C.5.1	Enhanced Analytical Operations	Cheadle, Jeffry	Bang, Ricky
C.5.2	Enhanced Facility Operations	Cheadle, Jeffry	Bang, Ricky
C.5.3	Enhanced Core Functions	MacDonald, Dawn	Bang, Ricky
C.6	Hanford Site Benefit Plans	Flowers, Cory	Morris, Ashley

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