

Department of Energy

**Contract Management Plan for
Brookhaven National Laboratory
Contract Number: DE-AC02-98CH10886**

**Prepared and Administered by:
Brookhaven Site Office**



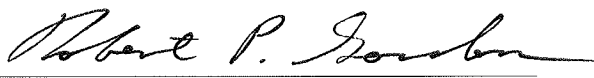
November 2010

Contract Management Plan
Contract Number: DE-AC02-98CH10886
Management and Operation
of the
Brookhaven National Laboratory




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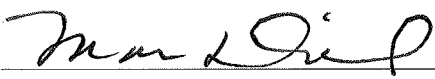
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Acronyms and Abbreviations

ALP	Annual Laboratory Plan
AE	Acquisition Executive
AS	Acquisition Strategy
BSA	Brookhaven Science Associates, LLC.
BHSO	Brookhaven Site Office
BNL	Brookhaven National Laboratory
CMP	Contract Management Plan
CO	Contracting Officer
COR	Contracting Officer Representative
CRADAs	Cooperative Research and Development Agreements
CRD	Contract Requirements Document
DEAR	Department of Energy Acquisition Regulation
DOE	Department of Energy
ES&H	Environment, Safety and Health
EVMS	Earned Value Management System
FAR	Federal Acquisition Regulation
FPD	Federal Project Director
HCA	Head of Contracting Authority
HQ	Headquarters
HQ-SC	Headquarters Office of Science
IPT	Integrated Project Team
ISC	Integrated Support Center
ISM	Integrated Safety Management
LDRD	Laboratory Directed Research & Development
LMP	Legal Management Plan
M&O	Management and Operating
OLPE	The Office of Laboratory Policy and Evaluation
PEP	Project Execution Plan
PEMP	Performance Evaluation and Measurement Plan
PM	Project Management
QA	Quality Assurance
R&D	Research & Development
S&T	Science & Technology
SBMS	Standard-Based Management System
SC	Office of Science
SC-1	Director of the Office of Science
SC-3	Deputy Director for Field Operations
SCMS	Office of Science Management System
SOP	Standard Operating Procedure
SOW	Statement of Work
TT	Technology Transfer
WAS	Work Authorization System
WBS	Work Breakdown Structures
WFO	Work For Others

Purpose of the Contract Management Plan

The purpose of this Contract Management Plan (CMP) is to implement an effective team approach in administering and overseeing the Contractor's management and operation of Brookhaven National Laboratory (BNL). This CMP describes the roles, responsibilities and processes that the Brookhaven Site Office (BHSO), through effective communications and coordination, utilizes to assure that the terms and conditions of the Management and Operating (M&O) contract (Contract No. DE-AC02-98CH10886) with Brookhaven Science Associates (BSA) are met by the Contractor and DOE. The processes addressed are those necessary to 1) fulfill the Government's contract management responsibilities and 2) ensure that the Contractor's performance is adequately monitored and documented. This responsibility shall be carried out utilizing the appropriate BHSO processes and procedures to produce desired results, prioritize activities, and build confidence and satisfaction among customers, regulators, and stakeholders. In addition, this plan also addresses how Government actions should be appropriately implemented and documented.

This CMP is intended solely to provide information and shall not be construed to create any rights or obligations on the part of any person or entity, including the Contractor and its employees. This CMP is not intended to be either prescriptive or inclusive of all necessary actions for execution of the contract. The CMP serves as the overarching plan for the management of the contract and is supplemented by various other plans attached herein.

Contract management is defined as those functions specified in FAR, Subpart 42.3. Typical contract management functions specified within the FAR/DEAR include, but are not limited to:

- contract administration and audit services are specified in FAR Part 42;
- cost accounting standards administration is specified in FAR Part 30;
- contract modifications are specified in FAR Part 43 and contract clause I-147, "Changes", DEAR 970.5243-1;
- subcontracting requirements are specified in FAR Part 44 and contract clause H-5 "Administration of Subcontracts"; clause I-25, "Small Business Subcontracting Plan," FAR 52.219-9; clause I-73 "Competition in Subcontracting," FAR 52.244-5; clause I-148, "Contractor Purchasing System," DEAR 970.5244-1
- government property regulations are specified in FAR Part 45 and contract clause I-149, "Property" DEAR 970.5245-1; and budgeting and obligating funds are specified in contract clause I-139, "Obligation of Funds," DEAR 970.5232-4 and clause I-137, "Payment and Advances," DEAR 970.5232-2.

DOE enters into contracts as a means of accomplishing its missions. DOE defines the work to be accomplished, and evaluates the Contractor's performance. Performance oversight refers to those tasks or actions that are necessary to complete the government's contract commitments (e.g., oversight of Contractor management of projects, establishment of BHSO specific requirements, budget and cost oversight, formulation and transmission of customer (DOE and other) requirements/needs of the Contractor, etc.). For example, the BHSO assists

SC in continuously assessing and verifying the needs of the Laboratory's Science and Technology mission. This assessment includes confirmation that the Statement of Work (SOW) is adequate as written or, when necessary, modified when contract/mission changes are identified. The BHSO is also responsible for approving annual work scope direction and budgets.

1.0 CONTRACT SUMMARY AND BACKGROUND OF THE SCOPE OF WORK

1.1 The Contract

The BNL Contract is a cost-plus award-fee, performance based Management and Operating (M&O) contract subject to the appropriate provisions of the FAR and DEAR. The Contractor is Brookhaven Science Associates, LLC who is charged with the operation of BNL on behalf of the U.S. Department of Energy's Office of Science. BNL is a Federally Funded Research and Development Center (FFRDC) established in accordance with FAR Part 35 and managed under the provisions of FAR Part 17.6 and DEAR 917.6. The contract was recently extended without competition for a period of five years from January 5, 2010 – January 4, 2015. The 2010 obligated value of the contract is \$6,452,842,642.90. The estimated 2011 funding provided to the Contractor to support the management and operation of BNL is approximately \$650,000,000.00.

The contract is structured in accordance with the uniform contract format provided in FAR Part 15.204-1. Section C, "Description/Specifications/Statement of Work (SOW)" is comprised of six subparts. Subpart C.4 is the SOW and contains two major categories: 1) Mission and Major Programs, and 2) Administration and Operation and of the Laboratory. Due to the dynamic nature of the research activities at BNL, the SOW is not intended to be all-inclusive or restrictive, but is intended to provide a broad framework and general scope of the work to be performed at the BNL during the term of the contract. Upon receipt of American and Reinvestment Act of 2009 funding, Section C.6 entitled "Recovery Act Projects" was developed to incorporate enhanced visibility of the individual Recovery Act projects into Section C of the contract.

1.2 Work Authorization System (WAS)

Authorization to the Contractor to proceed with work will be provided through the DOE Work Authorization System. The Laboratory will not perform work until the Contractor receives both funding (via a contract modification) and the related work authorization guidance.

1.3 The Laboratory Mission and Vision

Established in 1947 on Long Island, Upton, New York, Brookhaven is a multi-program national laboratory. The Laboratory's broad mission is to produce excellent science and advanced technology with the cooperation, support, and appropriate involvement of our scientific and local communities. Brookhaven National Laboratory conducts research in the physical, biomedical, and environmental sciences, as well as in energy technologies and national security. Brookhaven Lab also builds and operates major scientific facilities available to university, industry and government researchers. Many of the research activities at BNL are designed and conducted by university and industry users, with BNL maintaining the facilities and ensuring that provisions are in place to perform the activities safely and effectively.

The fundamental elements of the Laboratory's role in support of the four DOE strategic missions are the following:

- To conceive, design, construct, and operate complex, leading edge, user-oriented facilities in response to the needs of the DOE and the international community of users.
- To carry out basic and applied research in long-term, high-risk programs at the frontier of science.
- To develop advanced technologies that address national needs and to transfer them to other organizations and to the commercial sector.
- To disseminate technical knowledge, to educate new generations of scientists and engineers, to maintain technical capabilities in the nation's workforce, and to encourage scientific awareness of the general public.

The following five categories, reflecting twelve core Laboratory capabilities underpin activities at BNL:

1. Nuclear Physics, Particle Physics, Applied Nuclear Science and Technology;
2. Condensed Matter Physics and Materials Science, Chemical and Molecular Science;
3. Applied Materials Science and Technology, Chemical Engineering;
4. Climate Change Science, Biological Systems Science;
5. Accelerator Science, Large Scale User Facilities/Advanced Instrumentation, Systems Engineering and Integration.

These capabilities exist within the Laboratory and provide a foundation to deliver its mission and customer focus, to perform a complementary role in the DOE laboratory system, and/or to pursue its vision for scientific excellence and pre-eminence in the following areas:

- Relativistic heavy ion and spin physics research to understand the essence of nuclear matter.
- Photon sciences for advanced characterization of functional nanomaterials for energy technology applications, and more broadly for tackling grand challenge questions in condensed matter, materials, chemical and nano-sciences, as well as in life and environmental sciences, that will lead to breakthroughs needed to address the global energy and climate challenges.
- Energy-related research and development to enable breakthroughs in the effective use of renewable energy through improved conversion, transmission, and storage.
- High energy physics at the energy, precision, and cosmology frontiers, supplemented by theory and advanced accelerator research and development (R&D).
- Understanding the impact of natural phenomena and human activity on climate, the environment, and local ecosystems, including the normal and pathological physiology of plants through imaging.

1.4 Primary Program Sponsors

Work under this contract includes basic science and applied technical research programs sponsored by major DOE organizations. The primary sponsor of work at BNL is the SC and DOE. Other DOE organizations that sponsor work at BNL include:

Nuclear Nonproliferation
 Environmental Management
 Nuclear Energy
 Energy Efficiency and Renewable Energy
 Health, Safety and Security
 Fossil Energy

Additionally, the Contractor may be authorized to pursue other DOE and non-DOE missions [most notably those of the National Aeronautics Space Administration (NASA), Department of Homeland Security (DHS), Nuclear Regulatory Commission (NRC), the National Institutes of Health (NIH), the Department of Defense, the Department of State, and New York State] that derive from the Laboratory's missions and utilize the Laboratory's core capabilities.

1.5 Facilities

BNL conducts basic and technology-directed research on a 5,300-acre site owned by DOE on Long Island, 75 miles east of New York City. The site currently accommodates approximately 2,900 persons (including DOE employees, contractors, and guests). Throughout the year, over 4,000 other researchers use

the Laboratory's scientific facilities as visitors or collaborators. The BNL site includes 344 buildings having 4.2 million total square feet of floor space. An additional 600,000 square feet of office and laboratory space is under construction as part of the new Light Source and Interdisciplinary Science Building. The replacement value of all existing facilities and other structures at BNL is estimated to exceed \$1.9 billion. BNL is also the host site for a 32MW solar farm, currently under construction and owned by the Long Island Solar Farm, LLC.

1.6 Performance-Based Contracting

The contract utilizes a performance-based management system monitored through an Assurance Process, and the Performance Evaluation and Measurement Plan (PEMP) (*Attachment 1*) and day-to-day operational awareness, to measure progress of the Contractor in satisfying the SOW, clauses, and other terms and conditions of the contract. This process ensures that the Contractor is properly aligned with DOE's mission, values, and vision. In partnership with the Contractor and other key customers, the Department of Energy (DOE) Headquarters (HQ) and the Site Office have defined the measurement basis that serves as the Contractor's performance based evaluation and fee determination.

The following principles govern the application of performance-based management for this contract:

- a) Performance-based management, which primarily focuses on results (outputs and outcomes), is used at all levels to plan, oversee, evaluate, and reward Contractor performance.
- b) Standardized Performance Goals, Objectives and Notable Outcomes have been developed and issued by SC for utilization throughout the SC Laboratory complex. These measures shall be evaluated jointly by SC, the appropriate program office, major customers and/or the Site Office as appropriate. This cooperative review methodology will ensure that the overall evaluation of the Contractor results in a consolidated DOE position taking into account specific Notable Outcomes as well as all additional information available to the evaluating office. The Site Office shall work closely with each program office or major customer throughout the year in evaluating the Contractor's performance and will provide observations regarding programs and projects as well as other management and operation activities conducted by the Contractor throughout the year.
- c) The Contractor's self-assessment is a key tool used at all levels to assess and evaluate results, to improve performance, and is a key component of the Contractor's Assurance Process. DOE assessment and evaluation includes operational awareness (daily oversight), programmatic and operational reviews, and "For Cause" reviews.

- d) Performance results are used to improve ongoing efforts, and to hold the Contractor accountable.

1.7 Partnering

An integral element of the BHSO's contract management approach is articulated in the partnering agreement established between BHSO and BSA Laboratory and Corporate leadership. *(The Partnering Agreement is included as Attachment 2).*

Partnering is an important aspect in developing annual goals, objectives and notable outcomes that are documented within the contract performance evaluation and measurement plan. With mutual outcomes and objectives established, DOE and the Contractor have committed to work together in achieving the desired results for all identified goals.

Partnering is established through aligned objectives, regular interaction with the Contractor via the Contractor's self-assessment process, routine meetings with appropriate persons, verbal and written communications and conduct of surveillances.

1.8 Contractor Assurance System

DOE establishes the work to be accomplished by the contractor, identifies applicable operating requirements, and provides program and performance direction. The contractor shall determine how the program is executed and shall be accountable for performance in accordance with the terms and conditions of the M&O contract. The Laboratory utilizes its expertise and ingenuity in determining how the work is to be accomplished in the most effective and efficient manner. Management of Laboratory performance is carried out through a set of internal assurance processes executed by Laboratory Leadership to enable the planning, execution, assessment, and improvement of work conducted at the Laboratory. These assurance processes, include self-assessment, performance measurement, issues management and feedback and improvement. When effective they provide confidence to the Contractor and DOE that research and operations are meeting and will continue to meet mission and business objectives, applicable requirements and customer expectations while appropriately managing the risks.

The requirement for developing and implementing a Contractor Assurance System is contained in clause H-3 of the Contract entitled "Contractor Assurance System". The laboratory must submit and the BHSO Contracting Officer must approve the Contractor Assurance Program Description. The key attributes of the system are described in the H clause. BHSO provides oversight of the Laboratory's Contractor Assurance System in accordance with the Brookhaven Site Office Contractor Assurance Oversight Plan. *(The Contractor Assurance Oversight Plan is included as Attachment 3).*

2.0 IDENTIFICATION OF KEY CONTRACT MANAGEMENT TEAM MEMBERS, AUTHORITIES AND LIMITATIONS

The following sections identify key individuals and/or organizations directly or indirectly responsible for the management, administration and performance oversight of the contract and generally describe the corresponding roles and responsibilities. In carrying out these responsibilities, the individuals and/or organizations described below will work together to ensure the consistent dissemination of information/direction to the Contractor, and that such information/direction is in line with DOE Headquarters (HQ) and BHSO policies/strategies. A number of vehicles used to carry out this coordination include, but are not limited to, regularly scheduled staff meetings within BHSO and conference calls with Headquarters Office of Science (HQ-SC) (to include the Head of Contracting Activity [HCA] and the ISC); procedures and guidance issued by HQ-SC and BHSO; and this Contract Management Plan.

2.1 The Director Office of Science (SC-1)

The Office of the Director of the Office of Science consists of SC-1, the Deputy Director for Science Programs (SC-2), the Deputy Director for Field Operations (SC-3), and the Deputy Director for Resource Management (SC-4). The SC Director has responsibility and authority for the mission-related work being conducted at SC laboratories and is responsible for the environment, safety, and health (ES&H) performance for the entire Office of Science. As such, the SC Director is accountable to the Secretary of Energy for the safety and protection of Federal and contractor employees, the environment, and the public at all SC locations and operations. The SC Director has responsibilities and delegated authorities from the Secretary of Energy for establishing policy and expectations as well as assuring performance. The SC Director accomplishes these responsibilities at times through further delegation of authorities within SC.

2.2 Deputy Director for Field Operations (SC-3)

The SC Deputy Director for Field Operations or designee, as the HCA, has full contracting officer authority and is fully responsible for all SC laboratory contracts to include the contract for the management and operations of BNL. The HCA has redelegated contracting authority through the appointment of Contracting Officers (COs) for pre-award and post-award activities. The HCA concurs on the Laboratory performance elements and the final performance evaluation rating for each evaluation period as well as the amount of performance-based fee to be awarded to the Contractor. The SC Deputy Director for Field Operations has the authority to stop any work activity, add work, and/or withdraw work.

The Office of Laboratory Policy and Evaluation (OLPE), within SC-3, develops SC-specific policies related to the management, operation, and overall well-being of the ten SC laboratories and ensures their effective and consistent implementation across the SC complex. Policy development includes laboratory M&O contracting; running the annual SC laboratory performance appraisal process; coordinating laboratory strategic planning; and coordinating, overseeing, and reporting on various departmental programs, including Work for Others (WFO), Laboratory Directed Research and Development (LDRD), Small Business, and Technology Transfer (TT) programs. The office also supports SC-3 in the SC Head of Contracting Authority (HCA) role.

2.3 The Brookhaven Site Office Organization

The SC Site Office Manager serves as the U.S. Department of Energy (DOE) line manager accountable for the management of the M&O contract and oversight of the day-to-day activities at the Laboratory under their cognizance. The SC Site Office Manager also serves as DOE's principal point of contact to the M&O contractor management. The SC Contracting Officer (CO) within the SC Site Office has the legal contracting responsibility for contract administration. SC Staff in the SC Site Office, the SC ISC and HQ carry out a variety of oversight activities that are prescribed by DOE regulations, DOE Directives (e.g., DOE Orders, DOE policy documents), and the Contract between DOE and the M&O contractor. This staff consists of, but is not limited to COs, contract specialists, safety and operations specialists, legal, project management, business, environmental, property, and finance individuals.

SC Federal staff administer the contract and facilitates the performance of the M&O contractor by the following:

- Establishing formal requirements and expectations through the contract,
- Monitoring and evaluating contractor performance against those expectations,
- Providing feedback to the contractor through a variety of formal and informal mechanisms during the year, and
- Holding the contractor accountable for performance.

Managing contract requirements and expectations includes: (1) the creation of a Contract Management Plan (CMP), (2) the establishment of an annual Performance Evaluation and Measurement Plan (PEMP) under the SC Laboratory Performance Appraisal Process, (3) the management of changes to the contract requirements and/or expectations through contract modifications, and (4) the processing of work authorizations, such as those required for DOE work and Work for Others (WFO), approval of subcontracts, and the approval of the Laboratory Directed Research and Development (LDRD) funding levels and individual projects.

At the same time, SC staff has many key Federal responsibilities and deliverables that are critical to the success of the contractor. This includes activities such as (1) signing permits as the facility owner, (2) reviewing and approving key operations documents, (3) approving work authorizations in a timely manner, and (4) communicating with stakeholders to gain support for a program or to resolve issues with a regulatory agency.

Performance monitoring occurs through the evaluation and acceptance of contract deliverables, conducting performance reviews, preparing performance reports, daily monitoring of ongoing activities, and the use of contractor self reporting. Examples of these activities include: (1) facility representative and property administrator walk-throughs, (2) SC Site Office Staff operational awareness activities, (3) program and project reviews that approve key contract milestones, (4) and accepting completed projects for startup.

Performance feedback is provided to the contractor through formal periodic performance reports, assessments and other feedback mechanisms, including informal mechanisms, so that deficiencies are understood and corrected. This process involves formal communication of performance results to the contractor. This formal process is further detailed in *Attachment 1 (Prime Contract, Appendix B)* and Section 5.3.

The specific roles and responsibilities of the Site Office are provided within Section 3.0 of this plan.

2.4 Integrated Support Center (ISC) and Other Support Assignments

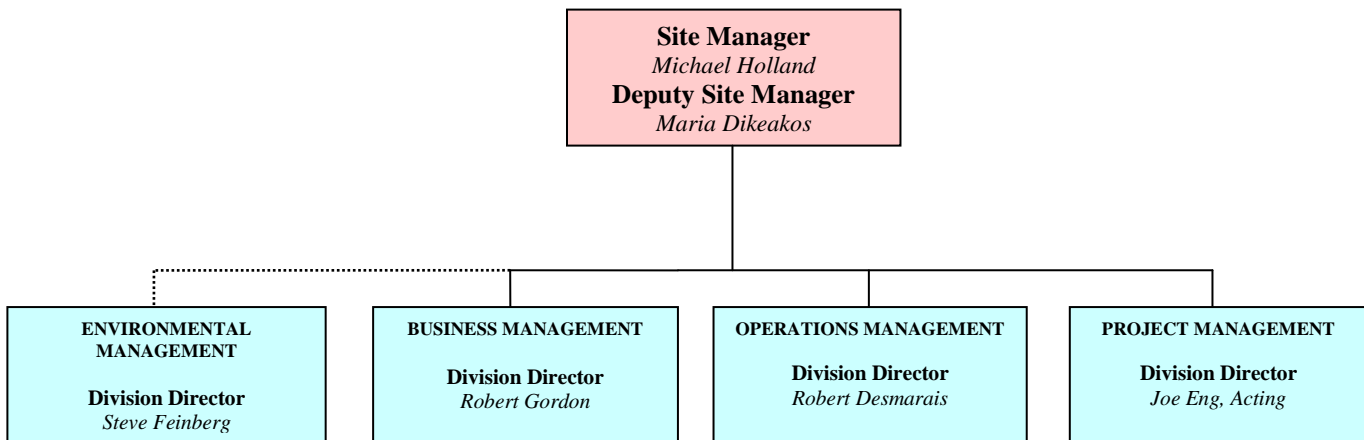
In order to successfully fulfill its contract management responsibilities to SC, BHSO requires support from ISC personnel to augment BHSO skills and to provide specialized assistance when needed skill sets do not reside in the BHSO organization. The Integrated Support Center (ISC) consists of two offices, SC-CH and SC-OR, which act as a single entity designed to support the SC Site Offices. The ISC provides services to each SC Site Office on a pre-arranged basis as described in the annual Service Plan by providing expertise and addressing needs in the Field that cannot be met with the limited resources of the Site Offices. Services are provided in areas such as ES&H, Human Resources, and Property and Procurement, along with Legal and Financial services. The annual Service Plan can be viewed on the Office of Science Management System (SCMS) website (<http://scms.sc.doe.gov/Docs/SC-ISC-Service-Plan-2010-09-02.pdf>).

3.0 CONTRACT MANAGEMENT DIVISIONS AND KEY MEMBERS

3.1 The Site Office

To manage and administer DOE's performance-based contract with BSA for the management and operation of Brookhaven National Laboratory, the Site Office is organized as depicted below. BHSO is fundamentally accountable for overseeing the entire operation of BNL, which entails monitoring the performance of the Contractor and ensuring compliance with contractual obligations. This encompasses a wide spectrum of oversight responsibilities in areas such as business systems, safety, environment, security, infrastructure, and project management. Beyond providing oversight and quality assurance at our national laboratories, Site Offices are responsible for the facilities infrastructure in which research is conducted and for managing the transaction process that provides program-approved funding to the appropriate Management and Operating (M&O) Contractors and individual researchers. Site Offices monitor major construction projects and prime contracts when necessary.

Site Office Organization (FY 2011)



3.2 The Site Manager/Deputy Site Manager

The Site Office Manager is the senior DOE official at BNL. The Site Manager provides the SC on-site presence and is responsible for implementing HQ-SC policy and direction. The Site Manager has line management authority and responsibility to integrate administrative and operations requirements into program missions. These responsibilities include: a) sets and communicates expectations, integrates DOE requirements, and provides feedback to the contractor, b) monitors overall operations, reviews work; and coordinates activities related to assigned programs and projects, c) maintains and protects Federal assets, d) and manages the Site Office staff and administrative systems to assure effective operations. The Office of the Site Office Manager also receives

and reviews all correspondence from the contractor to the Site Office to ensure the appropriate organizations/staff have received the correspondence and/or are otherwise cognizant of the document.

The Deputy Manager assists the Site Manager in virtually all aspects of management of the Site Office and oversight of BNL operations. The Deputy Manager serves as the Acting Site Manager in the absence of the Site Manager.

3.3 Business Management Division (BMD)

The BMD function is to support the BHSO mission to successfully manage and administer the DOE performance-based management and operating contract for the safe, secure, effective and efficient operation of BNL. BMD within BHSO is specifically responsible for the oversight of the BNL M&O Contractor's business and specific program functions. BMD staff Subject Matter Experts (SME's) cover a host of areas including finance, budget, procurement, property, human resources, Work for Others (WFO), Laboratory Directed Research and Development (LDRD) technology transfer, cyber security, M&O Prime Contract, utility contracting administration and office administration. BMD administers the CO duties called for in the contract and in DOE Directives including executing Work Authorizations and Inter Entity Work Orders, acceptance of WFO Interagency Agreements and approval of subcontract actions exceeding the M&O's delegated threshold. BMD uses a risk-based assessment approach to perform its oversight function which relies on assessments, Contractor's self assessment processes, third party assessments, and day to day operational awareness. BMD develops this risk-based approach by considering specific guidance from the (SCMS), Office of Management and Budget (OMB), Government regulations (FAR, DEAR, Federal Management Regulations, DOE Directives, Financial Management Handbook), and DOE policy.

3.4 Environmental Management (EM)

The EM mission at BNL involves Decontamination and Decommissioning (D&D) of the High Flux Beam Reactor and the Brookhaven Graphite Research Reactor as well as the surveillance and maintenance of completed environmental remediation work as defined in the CERCLA Records of Decisions. The EM mission is to accomplish site specific environmental remediation work in FY 2011 and transfer of all Long Term Stewardship activities to the Office of Science. EM is responsible for coordinating the activities in the Federal Facilities Agreement between DOE, EPA and New York State. The EM Federal Project Director reports directly to EM Headquarter but integrates his oversight of the BNL EM scope of work with the Site Office Manager and SC-BHSO personnel. EM has seven FTEs at BHSO to manage its work scope under the contract.

3.5 Operations Management Division (OMD)

OMD's objective is to advance BNL's scientific mission by ensuring safe, efficient operation of diverse and complex research facilities. Professional facility representatives and subject matter experts utilize a risk-based approach to conduct planned and unplanned operational awareness activities. OMD partners closely with Brookhaven Science Associates (BSA) contractor personnel to drive effective contractor assurance and identify Laboratory process improvements. OMD is also responsible for providing feedback on issues and Laboratory performance to our management and up through the SC line management chain.

OMD is responsible for providing insight and oversight in the areas of:

- Facility operation
- Environment, Safety and Health (ES&H)
- Quality Assurance (QA)
- Emergency Management Safeguards & Security

OMD manages and implements oversight responsibilities through the Environment, Safety and Health Management Plan ([Attachment 4](#)) and the Quality Management Plan ([Attachment 5](#)).

3.6 Project Management Division (PMD)

The major function of the PMD is to lead the Integrated Project Team in the planning, design, construction and commissioning of projects in support of the DOE science mission. Other responsibilities include ensuring good stewardship of DOE's real property through appropriate investments with limited resources and prioritization of activities. PMD also oversees the site-wide Master Planning process to ensure that it is consistent with the DOE mission; partner with the M&O in the implementation of critical DOE initiatives such as sustainability goals; oversee the space banking, maintenance management, Facilities Infrastructure Management System and the demolition of any non-contaminated facilities. In addition, PMD participates in the development of project acquisition strategies, as a member of evaluation committees and the review of contracts and approval process as appropriate.

3.7 Contracting Officer(s) (CO's)

Pursuant to FAR 1.601, contracts may be entered into and signed only by the HCA, or designated CO(s). Pursuant to clause G.1 "DOE Contracting Officer" of the Contract, the CO is the only individual who has the authority on behalf of DOE to take the following actions under the Contract:

- (1) Assign additional work within the general scope of the Statement of Work of the contract;
- (2) Issue a change as defined in the “Changes” clause of the contract;
- (3) Change any of the expressed terms, conditions or specifications of the contract;
- (4) Accept non-conforming work; or
- (5) Waive any requirement of this contract

The CO holds the responsibility to administer or terminate (if found necessary) the Contract and make related determinations and findings. The CO shall:

- Ensure that the requirements of FAR 1.602-1(b) (e.g., all requirements of law, executive orders, regulations, and all other applicable procedures, including clearances and approvals) have been met;
- Ensure that sufficient funds are available for obligation;
- Obligate funds and approve payments;
- Ensure that the Contractor receives impartial, fair and equitable treatment;
- Request and consider the advice of specialists in audit, law, engineering, transportation, and other fields as appropriate; and
- Be responsible for all contract management functions listed in FAR 42.3.

CH O 541.1E, Contracting Authority and Responsibilities, sets forth specific limitations on the exercise of Contracting Officer authorities. The following table identifies the officials identified as Contracting Officers for the BHSO:

Name	Position	Functional Area Contracting Officer Authority	Authority Limitation
Robert P. Gordon	Business Manager; Supervisory Contract Specialist	Procurement Contracts Sales contracts	Unlimited authority consistent with review levels set forth under CH O 541.1E
Evelyn Landini	Contract Specialist	Procurement Contracts Sales contracts	Unlimited authority consistent with review levels set forth under CH O 541.1E
Kim Nekulak	Purchasing Agent	Simplified Acquisitions Sales contracts	Simplified Acquisition Threshold; GSA SMARTPAY Purchase Card with \$25,000 limit per CH O 541.1E

The Contracting Officer (CO) has the delegated authority to bind or commit the Government only to the extent of the authority delegated to them. The authority of

the Site Office Contracting Officers is limited to that authority necessary to carry out all actions required for site maintenance and operation. This includes the authority to carry out all requirements of the performance-based management contract (including subcontracts, Cooperative Research and Development Agreements, and work for others review/approval, and execution of special bank account agreements), as well as authorization to execute and manage site-related Interagency Agreements, simplified acquisitions, utility contracts, and other prime contracts.

3.8 Contracting Officer Representative (COR)

The COR(s) are designated by the CO to advise and assist in management of the Prime Contract pursuant to section G.2 “DOE Contracting Officer’s Representative(s) (COR)” of the contract. COR(s) are designated to act as an authorized representative of the CO for specified functions, such as general or intellectual property law, surveillance, and monitoring. The Contractor will receive a copy of the written COR designation from the CO. It will specify the extent of the COR’s authority to act on behalf of the Contracting Officer. COR(s) will be selected for their specific area of expertise. BHSO Federal Project Directors and BHSO Facility Representatives and Subject Matter Experts have specified and established roles for contract oversight as part of their established functional responsibilities and therefore, do not require a separate reauthorization as a COR for the prime contract.

4.0 CONTRACT IDENTIFICATION

Contractor name:	Brookhaven Science Associates, LLC
Contractor number:	DE-AC02-98CH10886
Current period of performance:	January 5, 2010 – January 4, 2015 (latest extension)
Current contract value:	\$6,452,842,642.90*
Contract type:	Cost (Performance Based)
Contractor key personnel:	See Prime Contract Appendix E

*As of September 30, 2010

5.0 CONTRACT MANAGEMENT PROCESSES

This section provides a general description of contract management activities required to ensure contract requirements are being met and performance is meeting expectations. It does not capture every action that the DOE will need to complete for successful contract management. It does however, set forth the higher-level requirements and describes the overall process within which the tasks are performed. These activities are the responsibility of BHSO, with support from appropriate ISC and DOE-HQ organizations and include oversight of the Contractor’s implementation of all contract requirements.

The general approach used by BHSO to administer the Laboratory Prime Contract is aligned with the ISC and/or Acquisition Management processes and procedures. Acquisition Management is divided into three processes: acquisition planning (pre-award), solicitation and contract award (award), and contract management/administration (post-award), including closeout. This section provides general contract administration and performance oversight guidance for the accomplishment of the post-award process.

Contract administration activities are cited in FAR Subpart 42.3. Critical to contract management is the coordination and monitoring of regulatory, technical, quality, safety, security, and business requirements to ensure Contractor performance with the requirements, terms, and conditions of the contract. The following subsections highlight these management and administration activities and represent some of the more critical areas in managing the Prime Contract.

5.1 Contract Direction

The following subsections describe some tasks or direction actions not specifically called out in the FAR, but that are necessary to complete the Government's contractual commitments. These subsections are added to identify the broad nature of contract administration functions necessary to appropriately manage the Prime Contract. For example, BHSO continuously assesses and verifies the needs of the Laboratory's science and technology mission(s). This includes confirmation that the SOW is adequate as written or, when necessary, modified when contract/mission changes are identified. BHSO also supports SC in approving work scope direction and budgets. BHSO also serves as DOE's Program Manager for WFO at BNL. In that capacity BHSO also approves scopes of work to ensure that work is consistent with BNL's mission, complimentary to DOE's objectives and will not place BNL in competition with private industry.

5.1.1 Statement of Work (SOW) Summary

The Laboratory Prime Contract SOW is the fundamental work description of the contract and establishes the basis and boundaries by which all other work direction is prepared. Changes to the SOW are accomplished through formal contract modifications issued by the CO.

The SOW, Section C-4, of the contract, sets forth the work the Contractor is required to perform. Specific work scope is provided to the Contractor through the Work Authorization process described in Section 5.1.4 of this Contract Management Plan. The remainder of the Prime Contract specifies the terms and conditions under which the Contractor is to perform the work.

The Contractor shall, in accordance with the provisions of the Prime Contract, accomplish the missions assigned by DOE; and perform the work described in the SOW by providing the intellectual leadership and

management expertise necessary and appropriate to manage, operate, and staff the Laboratory. Management of the Laboratory includes operation of Government-owned facilities as provided for in the Prime Contract. The Contractor shall maintain and enhance the Laboratory's core technical capabilities and carry out appropriate public outreach activities consistent with its mission.

5.1.2 Multi-Year Laboratory Strategy/Long-Range Planning

On an annual basis, the Laboratory documents its mission and establishes mission-level strategic objectives as well as programmatic strategies covering a five-year period through the development of the Annual Laboratory Plan (ALP). Development of the ALP is the strategic planning process by which the parties, through mutual consultation between the BHSO, HQ program offices, and the Contractor, reach agreement on the general types and levels of activity which will be conducted at the Laboratory for the period covered by the plan. The requirement for the annual development of a Laboratory Strategy is found within clause H-2 "Long-Range Planning, Program Development and Budgetary Administration."

Other long-range planning requirements include the BNL Ten-Year Site Plan as required under DOE Order 430.1B, Change 1, and Real Property Asset Management. This Plan identifies the existing condition of BNL's infrastructure; establishes the required facilities baseline for the scientific missions of the 21st century; provides a comprehensive plan for the sustainment, recapitalization, and modernization of the existing facilities; and details the resources required to achieve the visions of BSA and SC. The plan also identifies the major new programmatic facilities individually planned for integration into the existing site infrastructure.

5.1.3 Technical Direction

Technical direction shall be issued in accordance with the requirements set forth in Clause I.102 "Technical Direction" of the Prime Contract. Technical direction must be within the scope of the SOW and is primarily issued in writing. Technical direction cannot be given by an individual, without appropriate delegation from the CO.

The term "technical direction" is defined to include:

- a) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual SOW.

- b) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
- c) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.

5.1.4 Work Authorization

Authorization to the Contractor to proceed with work will be provided through approved work authorization (multi-year work plans, work authorization statements, inter-lab work orders, request for services, etc.) for the work elements in the SOW or, as appropriate, revisions to the plans. Work is not authorized to commence until the Contractor receives both funding (via a contract modification) and the related work authorization guidance. BHSO personnel follow the guidelines set forth in DOE Order 412.1A “Work Authorization System” to direct work to be performed by the contractor and to manage the change control process as to scope, cost, and schedule.

5.1.5 Project Management (Change Controls for Work as Planned)

The BHSO Federal Project Directors (FPDs) are responsible for the overall project management oversight of discrete projects under the Site Office’s cognizance, in accordance with the roles, responsibilities, authorities and accountabilities defined within the DOE Directive entitled “Program and Project Management for the Acquisition of Capital Assets” (currently DOE O 413.3A, Change 1). Project management tools currently contained in DOE O 413.3A, Change 1, provide excellent means to ensure that DOE contracts and projects are properly managed. Integral to the effective management of the Prime Contract under the requirements of DOE O 413.3A, Change 1, is the monitoring of schedule and cost performance through the ANSI Standard 748 compliant Earned Value Management System (EVMS). As with several contractor management systems, BHSO has defined expectations for a formal project management system and can accurately measure performance. Through BHSO oversight/surveillance and external reviews, BHSO ensures that the Contractor’s performance in this area is effective and efficient, that issues requiring resolution are identified, and that the project management system is meeting its intended purpose.

5.1.5.1 Project Management

Projects are managed through the approved Acquisition Strategy (AS) and the Project Execution Plan (PEP). The AS identifies the overall DOE procurement strategy. The PEP identifies expectations, roles and responsibilities, agreement of terms and deliverables between senior management at BSA, DOE and approved by the Acquisition

Executive. Each project has an assigned DOE BHSO Federal Project Director (FPD) that leads an Integrated Project Team (IPT). Detailed roles and responsibilities of the FPD and critical team members are described in the PEP. In addition, the purpose, expectation, baseline scope, cost and schedule, as well as change control are described in the PEP. The FPD is supported by various members in the DOE Site Office based on expertise necessary such as finance, contracting, legal and safety. The role of the FPD is to develop the overall project strategy; establish requirements and performance expectations; monitor and assess performance; evaluate and process changes; and proactively anticipate and resolve issues that impact project success. While the overall project is executed under the direction of the Federal staff, the Contractor manages daily execution.

5.1.5.2 Baseline Management and Control

The approved PEP defines the baseline scope, cost and schedule. It further defines the change procedure and the dollar, schedule threshold, as well as the approval authority. Also in the PEP are milestones at various Work Breakdown Structure (WBS) levels. The Project reports progress in accordance with the BSA certified Earned Value Management System. The FPD evaluate progress, reports to the Acquisition Executive (AE), and makes recommendations, including changes requested of the AE. The performance in managing to the baseline and overall project execution is also tied to the PEMP.

5.1.5.3 Contract Management

The DOE CO is the focal point for all project related contract actions. A CO from BMD generally will be included in BHSO Integrated Project Teams to ensure divergent perspectives in project management. Only the CO can authorize changes to DOE approved terms.

5.1.5.4 Project Monitoring

Project monitoring is conducted through monitoring and evaluation of key criteria, such as contract performance incentives, quality and timeliness of deliverables required by contract SOW's, safety performance, earned value performance, and other contract requirements. Data on these key criteria are provided to the BHSO through Contractor reports and regularly scheduled meetings. Independent assessments and evaluations of these criteria pursuant to the BHSO's Operational Awareness Program and Standard Operating

Procedures are conducted by BHSO project staff and by DOE Facility Representatives and Subject Matter Experts. When necessary, DOE initiates corrective actions through contract mechanisms, such as letters of direction, and transmittal of change requests.

5.1.5.5 American Recovery and Reinvestment Act 2009 (ARRA)

The Financial Analyst within BMD is the primary focal point for the administration of Recovery Act activities at BNL. In this role, coordination with the BHSO Federal Project Directors is essential in order to provide appropriate guidance and assistance during the performance of Recovery Act projects. BMD has the ultimate responsibility to review and certify quarterly recovery act information submitted by BSA on www.federalreporting.gov. In addition, BMD receives and interprets Recovery Act guidance and provides direction to BSA. Various assessments are performed throughout the year to determine if the Laboratory is in compliance. Deficiencies are noted and corrective actions are implemented. BMD reviews all Recovery Act work authorizations and assists in the writing of the modifications.

5.1.6 Laws, Regulations and DOE Directives

Prime Contract clause I-110, “Laws, Regulations and DOE Directives”, states that the Contractor must comply with the requirements of applicable Federal, State, and local laws and regulations, unless relief has been granted, in writing, by the appropriate regulatory agency. The clause also states that a list of applicable laws and regulations may be appended to the contract; however, no such list has been appended to the Prime Contract. Omission of this list does not affect the obligation of the Contractor to comply with any applicable law or regulation pursuant to the above mentioned clause.

Listings of DOE Directives applicable to this contract are provided in Section J, Appendix I of the Prime Contract. If applicable, Contractor Requirements Documents (CRDs) are contained within the DOE Directive. In accordance with the BHSO Directives procedure, the cognizant BHSO personnel review and determine applicability of new or changed directives which are then incorporated into the Prime Contract by update of Appendix I. The Contractor’s Standard-Based Management System (SBMS) contains a Requirements Management Section which captures the Prime Contract requirements, identifies implementation plans and assigns any necessary actions to a Management System SME. Accordingly, SBMS provides BHSO personnel with easy access and detailed information of the Contractor’s Requirements Management tools.

5.2 Contract Modifications

The terms and conditions of the Prime Contract will require changes and/or updating from time to time creating the need for a contract modification. The CO must issue modifications to the Prime Contract as needed. A modification can be administrative (unilateral), authorized by existing contract language, such as by a change order (unilateral or bilateral), or a supplemental agreement (bilateral). The regulations governing contract modifications are found within FAR Part 43. Some examples of actions requiring modifications are as follows: changes to FAR or DEAR clauses, changes or adjustments to costs, changes to the Statement of Work (SOW), changes to the applicable DOE directives, systems of oversight or assessment mechanisms, and incorporation of new performance plans and/or fees.

5.3 Performance-Based Management – Oversight, Evaluation, And Fee Determination

The current performance-based management approach to oversight within DOE has established a new culture within the Department emphasizing the customer-supplier partnership between DOE and laboratory contractors. It has placed a greater focus on mission performance, best business practices, cost management, and improved contractor accountability. Under the performance-based management system, the DOE provides clear direction to the laboratories and develops annual performance plans to assess the contractors performance in meeting those contract expectations. The DOE policy for implementing performance-based management includes the following guiding principles:

- Performance objectives are established in partnership with affected organizations and are directly aligned to the DOE strategic goals;
- Results are used for management information, establishing accountability, and driving long-term improvements.

Section J, Appendix B of the Prime Contract, provides the current evaluation criteria, performance reviews/determinations as well as how performance-based fee will be determined. The SC-wide laboratory performance evaluation process has standardized the PEMP for all SC Laboratories by using a common set of eight Performance Goals and corresponding Performance Objectives as set forth within SC guidance.

The overall scoring and grading methodology has also been standardized, utilizing the academia grading scheme identified within the table below. Grades for each of the eight Performance Goals are posted on the SC website in the form of a Report Card for the Contractor.

Final Grade	A+	A	A-	B+	B	B-	C+	C	C-	D	F
Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0

Contractor Letter Grade Scale

The fee allocation strategy for the Laboratory contract is based on the principle that performance-based fee should be viewed as a benefit to the Government; that if the Contractor performs well, more fee should be earned than if the Contractor did not perform well. This principle leads to a strategy of incrementally rewarding exemplary performance rather than incentivizing particular activities and deliverables.

5.3.1 Methods of Contract Performance Oversight

Oversight is conducted through various means and the methods used depend upon the information needed. BHSO’s goal is to conduct oversight in a cost-effective, coordinated, integrated, and efficient manner that is seamless to the Contractor. Many oversight activities are initiated by request from the Contractor, seeking BHSO review and concurrence in or approval of Contractor proposals, plans, and procedures. BHSO maintains a matrix identifying primary and secondary personnel with responsibility for oversight of Contractor Management Systems. In addition, the BHSO Annual Performance Plan (*Attachment 6*) is an essential element of the management approach for performance and accountability in all aspects of site operations.

Much of the information required to monitor Contractor performance is available through regular reporting mechanisms. Confirmation of this data can be made through periodic meetings and reviews, Laboratory visits, one-on-one discussions, observations, assessments, and walkthroughs. Due to the recent implementation of Contractor Assurance Systems, oversight activities are developed based upon a risk analysis of Contract management systems, considering the maturity of the Contractor’s processes. BHSO personnel are encouraged to have an active presence and visibility where the work is being performed and to cultivate strong partnerships with their Contractor counterparts. BHSO staff and management have full, unfettered access to Laboratory information and work areas, following appropriate ES&H and security protocols for each work area. Oversight also includes operational awareness, risk assessment, performance objectives/measures, self-assessments, annual reviews, “For Cause” reviews, and issues management. The BHSO Issues Management database is used to track issues identified by or managed by BHSO personnel that may include commitments made by the BHSO and/or the contractor, requests for information, and findings that result from both Assessments and Surveillances conducted by either the BHSO or

external entities. The database also provides trending analysis as needed and for input of the PEMP.

5.3.2 Determination of Performance-Based Fee/Fee Administration

Under the terms of the DOE/BSA five year contract extension, for the period of January 5, 2010 to January 4, 2015, the annual maximum earnable fee is set at \$7,400,000.00. A fee matrix is incorporated into Section J, Appendix B of the contract that depicts the relationship between performance levels and associated fee. At the conclusion of each year end evaluation period, BHSO evaluates and/or validates the Contractor's performance and determines the total available fee amount earned in accordance with Appendix B "Performance Evaluation and Measurement Plan" of the Prime Contract. The fee to be earned is calculated at the annual SC Performance Evaluation Meeting with the BHSO Manager, appropriate SC and other DOE HQ representatives or major customers, and the Director of the Office of Science (SC-1). SC-1 and HCA concurrence on the final grades must be obtained by the BHSO Site Manager prior to informing the Contractor of the amount of fee to be earned.

The total available performance based fee and methodology for determining the amount of fee earned by the Contractor are further detailed within the clauses "Total Available Performance Fee: Base Fee Amount and Performance Fee Amount" (I.114) and "Conditional Payment of Fee, Profit, And Other Incentives-Facility Management Contracts" (I.115), respectively. The Prime Contract clause "Payments and Advances" (I.137) provides for monthly provisional fee payments to the Contractor. The clause also provides for the Government to recover previously paid (overpayment) fee, should it be determined that performance was not as high as expected and provisional fees exceeded the final fee award determination.

5.4 Disputes

The Prime Contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C 601-613). Except as provided in the Act, all disputes arising under or related to this contract shall be resolved under the Prime Contract clause I-66 "Disputes." However, it is the Government's policy to try to resolve all contractual issues by mutual agreement at the CO's level, without litigation. BHSO and the Contractor are expected to explore all reasonable avenues for a negotiated settlement in order to avoid disputes. When all possibilities for negotiation have failed, the BHSO and the Contractor will, where appropriate, endeavor to move the potential dispute to Alternate Disputes Resolution (ADR) as called for within paragraph (g) of the Prime Contract clause I-66 "Disputes."

Should DOE and the Contractor refuse an offer for ADR, the Contractor must provide the CO, in writing, the specific reasons for rejecting the offer. Should DOE or the Contractor be unable to satisfactorily resolve the dispute using ADR or cannot agree on its application, they shall resume the formal process authorized in

the contract clause “Disputes” (I.66) cited above and attempt to ultimately reach a fair and equitable settlement without resorting to litigation at a court or board.

5.5 Termination

Terminations, partial or complete, for convenience or cause, may become necessary at some point during the contract period of performance. The Prime Contract includes the “Termination” clause (I-79), which provides the essential framework. Terminations can be either for the convenience of the Government (when the CO determines a termination is in the Government’s interest) or a consequence of the Contractor’s default of the contract. Should a termination occur, the Contractor and BHSO would negotiate a settlement of the terminated contract, whether terminated for the convenience of the Government or default of the Contractor. The BHSO CO would receive organic BHSO support, as well as ISC support in reaching settlement of the termination.

5.6 Closeout

Contract closeout shall conform to the requirements of FAR 4.804, Closeout of Contract Files. Once the Prime Contract is completed, BHSO and the Contractor will enter into the closeout phase. This formal process establishes the final conditions surrounding the Contractor’s performance of the contract and final payment under the Prime Contract.

In order to accomplish contract closeout, support from DOE HQ, BHSO, and ISC organizational experts will be necessary, and will be committed to the effort as needed.

5.7 Contract Communication Protocol

Communication protocols are commonly cross-referenced by the levels of contract authority (from unlimited authority to no authority). Since there are varying degrees of contract authority, both formal and informal communication protocols have to be carefully followed by all parties to prevent the misapplication of contract effort and direction. As the sole line organization responsible for the performance oversight and administration of the Laboratory Prime Contract, all BHSO communications with formal direction (with the exception of items that are the exclusive responsibility of CO) shall be issued to the Contractor through the Site Manager or CO, as appropriate. BHSO will work interdependently, through strategic partnerships, with all appropriate organizations to discharge proper DOE policy and direction for the Laboratory contract.

5.7.1 Formal Communication

Formal communication will usually be stated in writing; however oral communication may be used if necessary. Formal direction given orally shall be confirmed in writing. Formal communication consists of written letters, email

transmission as well as oral communication when it is followed up in writing. Any BHSO or ISC employee may initiate correspondence to the Contractor. However, it must be routed through the BHSO Manager for concurrence and signed by the CO, the Site Manager, or the HCA as appropriate. The Site Office Manager and/or the CO must be on concurrence for all formal correspondence to the Contractor and receive a copy when issued. Any formal communications interpreting the Prime Contract terms and conditions or making Prime Contract changes or modifications must come from the CO.

5.7.2 Informal Communication

Informal communication can occur between any BHSO, HQ, or ISC employee and any Contractor employee. This type of communication is non-binding for both the Government and Contractor and does not constitute contract direction. Informal communication can take the form of electronic mail (e-mail, internet, etc.), retrievable databases, telephone, facsimile, presentations, meetings, and any other means.

Informal communication is encouraged and expected from BHSO staff and management in performance of their oversight responsibilities with the Contractor. In their informal communication, BHSO employees need to avoid the impression that the communication is formal or intended to modify the Prime Contract.

5.7.3 Non-BHSO Communication

The Contractor will be required to communicate to other than BHSO employees in conjunction with its responsibilities and work scope. The following parties are most likely to be involved: DOE-HQ; ISC; other Federal Government agencies; Environmental Protection Agency and the general public. Because these entities are outside of the contractual relationship between BHSO and the Contractor they are limited to informal communication only. They may not provide direction to the Contractor or issue any changes to the scope or terms and conditions of the Prime Contract. These other sources of communication must be coordinated and/or monitored by the responsible BHSO Division, the Site Manager and/or CO.

5.8 Government Property

In accordance with Prime Contract Clause I.149, "Property", the Government reserves the right to furnish any property or services required for the performance of the work under the Prime Contract. The Government reserves the right to inspect, accept, or reject any item of such property.

The Contractor will manage its personal property in accordance with DOE O 580.1, Change 1, "Department of Energy Personal Property Management Program" including the establishment of a personal property management Balanced Scorecard element. The Contractor shall establish, administer, and properly maintain an

approved property management system of accounting for and control, utilization, maintenance, repair, protection, preservation, and disposition of Government property in its possession under the contract. The Contractor's property management system shall be submitted to the Contracting Officer for approval and shall be maintained and administered in accordance with sound business practices, applicable Federal Property Management regulations and DOE Property Management regulations, and such directives or instructions the CO may prescribe from time to time. Once approved by the BHSO CO, the Laboratory's Property Management System is considered approved through the contract term.

BHSO uses numerous techniques to ensure that property is effectively managed and accounted for, techniques include: surveillance/operational awareness, property walk-throughs, internal reviews and assessments, self-assessments, and DOE Property reviews.

5.9 Contractor Litigation Management

Prime Contract Clause I.133, Insurance-Litigation and claims, sets forth Contractor requirements for litigation and claims. Contractor litigation management is controlled by Contractor legal staff and overseen by the Contracting Officer or the Contracting Officer's Representative for Legal Management. This process is captured in a document termed a Legal Management Plan (LMP). Generally speaking, the LMP must include the following items: (a) A description of the legal matters that may necessitate handling by retained legal counsel; (b) A discussion of the factors the contractor must consider in determining whether to handle a particular matter utilizing retained legal counsel; (c) An outline of the factors the contractor must consider in selecting retained legal counsel; and (d) A description of: (1) The system that the contractor will use to review each case to determine whether and when alternative dispute resolution is appropriate; (2) The role of in house counsel in cost management; (3) The contractor's process for review and approval of invoices from outside law firms or consultants; (4) The contractor's strategy for interaction with, and supervision of, retained legal counsel; (5) How appropriate interaction with the contracting officer and Department counsel will be ensured; and, (6) The contractor's corporate approach to legal decision making.

6.0 LIST OF APPENDICES AND ATTACHMENTS

Appendix A1 - Contract Deliverables

Appendix A2 – Contract Requirements Documents (CRD’s) Deliverables
(Appendix I of the Prime Contract)

Attachment 1 – Performance Evaluation Management Plan
(Appendix B of the Prime Contract)

Attachment 2 – Partnering Agreement

Attachment 3 – Contractor Assurance Oversight Plan

Attachment 4 – Environment, Safety and Health Management Plan

Attachment 5 – Quality Management Plan

Attachment 6 – Annual Performance Plan