

**THOMAS JEFFERSON NATIONAL ACCELERATOR FACILITY
CONTRACT NO. DE-AC05-06OR23177**

CONTRACT MANAGEMENT PLAN

June 2006

United States
Department of Energy
Office of Science
Thomas Jefferson Site Office
12000 Jefferson Ave.
Newport News, VA 23606

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CONTRACT NO. DE-AC05-06OR23177**

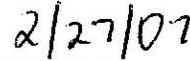
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Effective June 1, 2006

PREPARED BY:

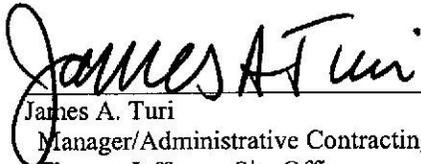


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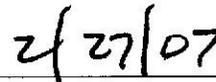


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1.0 PURPOSE

The purpose of this Contract Management Plan (CMP) is to implement an effective team approach to managing the contract for the management and operation of the Thomas Jefferson National Accelerator Facility (henceforth known as the Laboratory or TJNAF) through effective communications and coordination. This CMP should blend technical, financial, and business aspects of the Contractor as well as combining the Governmental responsibilities of reducing risk, managing performance-based incentives, conducting quality assurance, and adjusting to changing priorities. This CMP should provide the appropriate level of contract management commensurate with the level of complexity of the contract.

Contract management includes a broader multidisciplinary approach to contractor oversight and encompasses the technical and administrative responsibilities in managing the contractor's performance. Contract management involves those activities performed by the entire Contract Management Team (project/program management, technical, legal, contracting and financial officials, federal safeguards and security directors, etc.) after a contract has been awarded to determine how well the Government and the contractor perform the requirements of the contract.

This CMP describes the processes that the TJSO will utilize to assure that the terms and conditions of the Laboratory contract (Contract No. DE-AC05-06OR23177) 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 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.

2.0 OVERVIEW

2.1 The Contract

The contract for Thomas Jefferson National Accelerator Facility 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 prime contractor for the Management and Operations of the Laboratory is the Jefferson Science Associates, LLC (JSA), referred to as the Contractor.

The contract was awarded on April 14, 2006 for a forty-five day transition period and on June 1, 2006, JSA assumed full responsibility for the Laboratory. The contract period runs from June 1, 2006 through May 31, 2011 with additional award term extensions that could run for a total of 20 years. The total contract value is estimated at \$2,000,000,000 over the potential twenty year term of the contract.

The Laboratory contract is based on the principles of performance-based contracting as implemented for an M&O contract. Key elements of a performance-based contract are clearly stated, outcome-oriented performance measures, focusing on DOE's goals and objectives for the Laboratory. Performance-based contracts are an important tool supporting the Government Performance and Results Act of 1993, which emphasizes strategic planning, performance goals, and assessing outcomes against those goals.

The contract is structured as follows:

<u>Section</u>	<u>Description</u>
A	Award Form
B	Supplies or Services and Prices/Costs
C	Description/Specifications/Work Statement
D	Packaging and Marking
E	Inspection and Acceptance
F	Deliveries or Performance
G	Contract Administration Data
H	Special Contract Requirements
I	Contract Clauses
J	List of Documents, Exhibits and Other Attachments
<u>Appendices</u>	<u>Description</u>
A	Advance Understandings on Human Resources
B	Performance Evaluation and Measurement Plan
C	Special Financial Institution Account
D	Memorandum of Agreement – ARC Building
E	Laws, Statutes, Regulations and DOE Directives
F	Key Personnel
G	Performance Guarantee Agreements
H	Treaties and International Agreements
I	Reserved
J	Reserved
K	Reserved
L	Reserved
M	Reserved

2.2 The Jefferson Science Associates, LLC (JSA), as operator of the Thomas Jefferson National Accelerator Facility

TJNAF is an Office of Science (SC) research laboratory that provides extensive capabilities in both world class research expertise and unique facilities that do not exist elsewhere and are generally beyond the capabilities of any non-governmental institutions to construct and operate. TJNAF is the leader in quark nuclear physics and superconducting radiofrequency (SRF) technology. It performs leading edge research in nuclear physics, superconductivity, surface science, cryogenics, computer process control applications, and medical imaging.

The Laboratory is preparing for the next generation facilities in nuclear physics. It is upgrading the accelerator to double the energy level. The Nuclear Science Advisory Committee describes the upgrade as critical to American nuclear physics studies. In addition, the Laboratory plans to participate in other SC future funded construction projects, build a basic science center user community for the Laboratory's Free Electron Laser (FEL) facility and has participated with national laboratories to develop and build the Spallation Neutron Source facility. In addition to working closely with DOE, TJNAF receives funding from the Department of Navy, Air Force, Army, and the Commonwealth of Virginia to construct an SRF basic infrared and ultraviolet demonstration FEL facility.

The Laboratory's SRF core technology has broken the world's record for the delivery of infrared light. The FEL facility will be a user facility for basic and applied research as well as defense research. TJNAF transfers technology to private sector such as the commercialization of medical imaging equipment used for breast cancer detection.

TJNAF was operated by the Southeastern Universities Research Association for the U.S. Department of Energy's Office of Science from August 3, 1984, through May 31, 2006. The JSA contract was awarded on April 14, 2006, as a result of a competitive award and JSA assumed full responsibility of the Laboratory on June 1, 2006. TJNAF is one of the DOE's Office of Science (SC) research laboratories and is a Federally Funded Research and Development Center (FFRDC) established in accordance with the Federal Acquisition Regulation (FAR) Part 35 and operated under the management and operating (M&O) contract, as defined in FAR 17.6 and DEAR 917.6.

2.3 The Thomas Jefferson Site Office (TJSO)

The TJSO is a DOE line management organization reporting to the Office of Science's Chief Operating Officer. TJSO is physically located at the Thomas Jefferson National Accelerator Facility (TJNAF) in Newport News, VA. The TJSO mission is to successfully manage and administer the DOE performance-based Management and Operating (M&O) contract for the safe, secure, effective, and efficient operation of the TJNAF. TJSO supports the SC mission to encourage and conduct forefront basic and applied research programs which advance the science and technology foundations necessary to accomplish DOE missions.

The TJSO is a technical and business management organization comprised of experienced, talented, and dedicated individuals. TJSO has two supervisory positions: the TJSO Site Manager, and the TJSO Deputy Manager. The TJSO Manager supervises the Deputy Manager and the Deputy Manager supervises all the other TJSO staff. TJSO is further organized into two functions under the Deputy Manager: (1) Contracts/Business Management; and (2) Program/Project Management and Facility Operations. Each of the two TJSO organizations has a charter showing how the TJSO functions, responsibilities, and performance expectations flow down to the respective staff.

To successfully achieve the TJSO mission, TJSO has identified four major functions that need to be performed well. These functions which are also referred to as roles include: (1) Contract Management; (2) Program and Project Implementation; (3) Federal Stewardship; and (4) Internal Operations.

A TJSO Organization Chart, the specific roles and responsibilities of the TJSO, performance expectations for TJSO (goals and objectives) and a discussion on how TJSO will work with the SC Integrated Support Center can be found in the Thomas Jefferson Site Office Annual Performance Plan (APP). The TJSO APP is updated annually and serves as the TJSO handbook for accomplishing the TJSO mission to successfully manage and administer the DOE performance-based Management and Operating (M&O) contract for the safe, secure, effective, and efficient operation of the Thomas Jefferson National Accelerator Facility (TJNAF). Detailed information pertaining to the four major functions performed by TJSO can be found within the APP.

The content of the TJSO FY2006 APP reflects the direction provided in the memorandum from Don Erbschloe to Distribution, subject "Annual Performance Plans and Assessment Reports," April 2005. The APP also reflects the Site Office "To Be" Condition Report developed by the OneSC Project Team and issued on March 22, 2004, and the approved TJSO Mission Statement.

The APP is written by the TJSO management and is intended to be sufficiently comprehensive to serve as a TJSO Handbook. It is the highest level document that TJSO staff members need to refer to in order to understand the DOE, SC, and TJSO priorities and performance objectives as well as what their jobs are and how to perform them. The TJSO SOPP document includes a number of specific references to other documents.

In order to achieve the TJSO goals and objectives, management systems and other documents are developed to govern and assist us in implementation. Key examples include the TJSO Operational Awareness Plan, TJSO Quality Assurance Plan, and TJSO Standard Operating Procedures. TJSO Requirements Assignment Matrix (TJSO SOPP, Attachment #2) links the TJSO roles and responsibilities with the Management Systems and personnel assignments. As additional OneSC Management Systems are approved, the TJSO Manager will review the existing TJSO management systems to determine which of these systems will be eliminated or revised.

2.4 SC Integrated Support Center (ISC)

In order to successfully fulfill its responsibilities to SC, the TJSO team requires outside support for skills which may need to be augmented or may not be resident in the TJSO organization. The SC Integrated Support Center has been organized to perform functional area support for SC HQ and the SC Site Offices. Direct technical and administrative assistance to TJSO is primarily provided by the SC Oak Ridge Office (ORO).

2.5 Contractor Key Personnel

As indicated within the contract clause entitled "Key Personnel" (I-79) and Appendix F to the Prime Contract, the Contractor's key personnel are considered essential to the work being performed within the Laboratory under the contract and to the overall success of the Laboratory. The current listing of the Contractor's key personnel, by position, includes:

- 1) President/Laboratory Director;
- 2) Chief Scientist;
- 3) Chief Operations Officer;
- 4) All Associate Laboratory Directors; and,
- 5) Associate Director, Environment, Health, Safety & Quality Assurance

Before removing, replacing, or diverting any personnel occupying the above listed positions, the Contractor must notify the Contracting Officer, providing justification for the change (including proposed substitutions) in sufficient detail to permit evaluation of the impact on the contract, and receive written approval from the CO.

3.0 CONTRACT MANAGEMENT TEAM

The following sections identify key individuals and/or organizations directly or indirectly responsible for the management, administration and performance oversight of the contract and generally describe the corresponding roles and responsibilities. In carrying out these responsibilities the individuals and/or organizations described below will work together as a team to ensure the consistent dissemination of information/direction to the contractor and that such information/direction is in line with DOE HQ and TJSO policies/strategies.

3.1 Team Integration/Communication

The TJSO Manager is ultimately responsible and accountable for the successful performance of all TJSO responsibilities, functions, objectives, and mission. From a practical standpoint, the responsibility for performing these functions is assigned to specific internal TJSO organizational elements (Contracts/Business Management team; and Program/Project Management and Facility Operations team). Some of the functions are assigned to a single internal TJSO organizational element, while others apply to more than one element.

A number of communication vehicles are utilized which include, but are not limited to: weekly senior Managers meetings, weekly "all-hands" meetings with all TJSO staff; regularly scheduled conference calls with SC HQ (to include the HCA); procedures and guidance issued by SC HQ and the TJSO; and this Contract Management Plan. On an as needed basis, the TJSO Site Manager discusses with and issues memoranda and emails to TJSO staff to communicate current site specific events and high priority issues.

3.2 Roles and Responsibilities

3.2.1 The Director, Office of Science (SC-1)

The Director of the Office of Science (which has been recently elevated to the position of Undersecretary of Science) is, by statute, the science advisor to the Secretary of Energy. The duties and responsibilities of the Director of the Office of Science, as provided in the Department of Energy Organization Act (Public Law 95-91, as amended) include:

Sec. 209. (a) There shall be within the Department an Office of Science to be headed by a Director, who shall be appointed by the President, by and with the advice and consent of the Senate....

b) It shall be the duty and responsibility of the Director -- 1) to advise the Secretary with respect to the physical research program transferred to the Department from the Energy Research and Development Administration; 2) to monitor the Department's energy research and development programs in order to advise the Secretary with respect to any undesirable duplication or gaps in such programs; 3) to advise the Secretary with respect to the well-being and management of the multipurpose laboratories under the jurisdiction of the Department, excluding laboratories that constitute part of the nuclear weapons complex; 4) to advise the Secretary with respect to education and training activities required for effective short- and long-term

basic and applied research activities of the Department; 5) to advise the Secretary with respect to grants and other forms of financial assistance required for effective short- and long-term basic and applied research activities of the Department; and 6) to carry out such additional duties assigned to the Office by the Secretary relating to basic and applied research, including but not limited to supervision or support of research activities carried out by any of the Assistant Secretaries designated by section 203 of this Act, as the Secretary considers advantageous. [42 U.S.C. 7139]

The Director of the Office of Science is responsible for setting the overall strategies and policies for the DOE Science and Technology program, as well as the operational and support activities at the Laboratory. These responsibilities include, but are not limited to, the management of the program direction and infrastructure budgets, and setting of Laboratory, ES&H, and safeguards and security policy for SC within the framework set by the Department. This is carried out through the various SC program, operational, and support offices that make up the SC HQ organization.

3.2.2 SC Chief Operating Officer (SC-3)

The SC Chief Operating Officer, or designee, has been designated as the Head of Contracting Activity (HCA). The HCA has full contracting officer authority and is fully responsible for all SC laboratory contracts to include the contract for the management and operation of the Thomas Jefferson National Accelerator Facility. The HCA may redelegate 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 and award term incentive to be awarded to the Contractor. The SC Chief Operating Officer or designee has the authority to stop any work activity, add work, and/or withdraw work.

3.2.3 The Site Manager, Thomas Jefferson Site Office (TJSO)

The Site Manager provides the SC on-site presence and is responsible for implementing DOE-HQ 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, authorizes funds, and provides feedback to the contractor, b) monitors overall operations, reviews and approves work and coordinates activities related to assigned programs and projects, c) maintains and protects Federal assets, d) manages the Site Office staff and administrative systems to assure effective operations, and executes responsibilities as Administrative Contracting Officer. In addition, the Site Manager has stop work authority and may direct TJNAF to shut down facilities if: (1) Continued operation would adversely affect the safety and health of employees, off-site populations, or the environment; or, (2) Major deficiencies exist in the overall facility design, construction, operation, or management.

The Site Manager or designee has sole discretion to determine when an emergency situation exists at the Laboratory affecting Laboratory personnel, the public health, safety, the environment or security. In the event the Site Manager or designee determines such an emergency exists, the Site Manager or designee has the authority to direct any and all activities of the Contractor and subcontractors necessary to resolve the emergency situation, throughout the duration of the emergency. Direction to stop work and direction given pursuant to an emergency situation shall be provided verbally or in writing. All verbal direction must be followed up with written confirmation as quickly as possible by letter and/or by a formal modification to the contract, as deemed appropriate. Addition or withdrawal of work shall be in writing.

The TJSO Manager has been designated as the Administrative Contracting Officer (ACO) for this contract in accordance with clause G-1 of the contract. As such, the Site Manager has all the administrative authorities as the CO discussed below and has primary responsibility for providing work scope direction to the Contractor and provides contract management, performance oversight, and contract administration activities as appropriate. In general, the Site Manager shall rely on the CO for the issuance of routine "day-to-day" correspondence to the contractor, and for issuance of contract modifications. However, correspondence dealing with controversial and/or high visibility items and/or issues should be signed by the TJSO Manager. The issuance of correspondence by the TJSO Manager should also be considered when a higher-level of recognition or direction is warranted.

The TJSO Manager approves, with SC-1 and HCA concurrence, the Performance Evaluation and Measurement Plan and the final performance evaluation grade for each evaluation period as well as the amount of performance-based fee and award term extension to be awarded to the Contractor.

3.2.4 Contracting Officer(s) (CO's)

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 TJSO 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 Military Interdepartmental Procurement Requests (MIPRs), Interagency Agreements (whether funds-in or funds-out), simplified acquisitions, utility contracts, and other prime contracts (e.g., for grounds maintenance, and other support services). The CO implements contract management functions through the appropriate TJSO staff in accordance with the APP.

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

Oak Ridge Office letter dated November 14, 2005 entitled "Contracting Officer Delegation Letter," sets forth specific limitations on the exercise of Contracting Officer authorities. The following table identifies the officials identified as Contracting Officers for the TJSO:

Name	Position	Functional Area	Authority Limitation
James A. Turi	Site Manager	Administrative Contracting Officer (ACO)	"Establishes Administrative Contracting Officer authority for TJNAF M&O contract. Establishes authority to execute prime contracts less than \$10M and subcontracts actions less than \$25M."
James W. Skinner	Contracting Officer	Procurement Contracts & Sales Contracts	"Limited to (1) \$7M for actions in support of the SNS project, (2) \$3M for actions not in support of the SNS project; and (3) \$500 per day under consulting subcontracts. Limited to sale, lease, loan, or grant of products and services including finds-in interagency agreements and other agreements providing reimbursable work for others at TJNAF."
Jim Hudgens	Contracting Officer	Procurement Contracts & Sales Contracts	"Limited to (1) \$7M for actions in support of the SNS project, (2) \$1M for actions not in support of the SNS project; and (3) \$500 per day under consulting subcontracts. Limited to sale, lease, loan, or grant of products and services including finds-in interagency agreements and other agreements providing reimbursable work for others at TJNAF."

All Contracting Officers, with the exception of the Site Manager, Administrative Contracting Officer, have achieved Level III Certification in the Department's Acquisition Career Development Program. TJSO Contracting Officers meet the qualification requirements set forth in DOE O 361.1A, Acquisition Career Development Program. To remain current in contracting/purchasing knowledge, skills, and techniques, Contracting Officers must obtain 80 hours of Continuous Learning (CL)/Continuing Education (CE) and failure to do so will result in revocation of the contracting officer's warrant.

3.2.5 Contracting Officer's Representative (COR)

The COR(s) are designated by the Site Manager/ACO and CO(s) to advise and assist the Site Manager/ACO in management of the contract pursuant to clause G.2 "DOE Contracting Officer's Representative(s) (COR)" of the contract. COR(s) are designated to act as an authorized representative of the ACO for specified functions, such as technical direction and monitoring. There is currently one COR specifically assigned by the TJSO (Scott J. Mallette – Deputy Site Manager) and one Alternate COR (Joseph J. May – Accelerator Operations and Projects Manager). The responsibilities and authorities of the COR is described in the COR Delegation letter dated 04/16/2006.

3.2.6 TJSO Operational Awareness Representatives

The Operational Awareness Representatives (OARs) serve as the "eyes and ears" of TJSO in monitoring routine operations at specific TJNAF facilities. OARs assist the TJSO Site Manager in providing oversight of operations to evaluate whether the facilities are operated in a safe, healthy, and environmentally acceptable manner in accordance with DOE Orders and other requirements as specified in the contract.

Their role involves routine presence in TJNAF facilities and participation in operational awareness activities to ensure the application of Integrated Safety Management (ISM) core functions to all work. Each TJSO OAR monitors the work at the Laboratory to ascertain whether it is properly planned and performed within the approved safety controls. OARs identify and evaluate environment, safety and health issues and concerns, and work with the Contractor to diagnose root causes for problems. They help identify short-term compensatory measures and/or long-term solutions, and follow problem resolution to a satisfactory conclusion. In addition to routine monitoring of facilities, OARs also may serve as ES&H subject matter experts, depending upon their technical expertise.

For optimum performance, OARs must have detailed knowledge of the Laboratory facilities regarding facility design, authorization basis, operating practices, and administrative controls. They must be able to conduct a meaningful review of incidents and occurrences to verify that appropriate root causes and corrective actions are identified. OARs have "Stop Work" authority in situations that present an imminent safety, health or environmental hazard, and they are responsible for providing immediate notification to the TJSO Manager, COR and ES&H Program Manager when this occurs. Specific responsibilities of the TJSO OARs are outlined in the TJSO Operational Awareness Plan.

3.2.7 Program/Project Directors and Managers

Program/Project Directors and Managers have primary responsibility for scope, cost, and schedule monitoring of contractor work to accomplish assigned mission activities. The Program/Project Directors and Managers are responsible the overall project management activities for all discrete projects under the Site Office's cognizance in accordance with the roles, responsibilities, authorities and accountabilities defined within DOE O 413.3 and DOE M 413.3-1 "Project Management for the Acquisition of Capital Assets. The Department uses the

Integrated Project Team approach for the acquisition of capital assets. The Integrated Project Team for each project is a formal team with the Project Director serving as the team leader. Integrated Project Team membership is comprised of representatives from all the business and technical disciplines, such as legal, financial, contracting, safety, environmental health, and others, necessary for successful execution of the project.

The TJSO Federal Project Directors will obtain DOE Project Management Career Development Program (PMCDP) certification at levels commensurate with project responsibilities. In addition, all TJSO Program/Project Directors and Managers are expected to obtain PMCDP and/or Project Management Professional certification regardless whether or not DOE M413.3 requires them to be certified. Project/Program Directors and Managers review and recommend approval of documentation, such as project plans and baselines prepared by the contractor and submitted to TJSO. The Program/Project Directors and Managers monitor progress against established schedule milestones and budgets to ensure that each project and assigned program meets TJSO quality objectives.

Other roles include ensuring that ES&H is built into assigned projects or programs from planning through implementation, performing project status reviews, including monitoring ongoing physical construction and ES&H walkthroughs, and serving as the point of contact with DOE Headquarters Program Managers on project and program status. Specific responsibilities are outlined in the TJSO Operational Awareness Plan and project/program specific execution plans.

3.2.8 Technical Monitors (Other TJSO Staff)

All other TJSO staff shall support and assist the TJSO Site Manager, CO and COR(s) as Technical Monitors (TMs) as specifically designated and/or as defined in employee Position Descriptions, and as stated herein. TMs are responsible for monitoring and reporting on contractor performance and providing immediate feedback to Site Office management and/or COR.

3.2.9 Oak Ridge Office Integrated Support Center (ISC)

The ISC provides services to support the total SC enterprise and is designed to ensure effective customer support and operating efficiency. ISC support is provided on a functional basis as needed. Direct technical and administrative assistance to TJSO is primarily provided by the SC Oak Ridge Office. ISC support is required both on an "ad hoc" basis and, in some functional areas, on a continuous basis. Examples of continuous support include services provided by:

3.2.9.1 Certified Realty Specialist

The Oak Ridge Office Integrated Support Center provides support to the TJSO in the area of real property management, to include the Certified Realty Specialist who provides the review and approvals required to acquire, manage, and dispose of real property. The Certified Realty Specialist will provide all approvals and recommendations to the TJSO

CO. In accordance with regulations and DOE guidance, only the CO can provide approval of real estate actions to the Contractor.

3.2.9.2 Organizational Property Management Officer (OPMO)

The Oak Ridge Office Integrated Support Center provides support to TJSO in the area of personal property management, to include the OPMO, who provides reviews and approvals required to acquire, manage, and dispose of personal property. The OPMO will provide approvals and recommendations for personal property related actions to the CO.

4.0 COMMUNICATING WITH THE CONTRACTOR

Since there are varying degrees of contract authority, both formal and informal communication protocols have to be carefully followed by all parties to prevent the misapplication of contract effort and direction. As the sole line organization responsible for the performance oversight and administration of the Laboratory contract, all TJSO communications with formal direction shall be issued to the Contractor through the Site Manager, CO, or CORs as appropriate.

4.1 Formal Communications

Formal communication occurs between individuals who are authorized to represent the contracting parties. For this contract, these individuals are the HCA (SC-3), the Site Office Manager (ACO), CO(s), and any designated COR(s). Formal communications will usually be stated in writing; however oral communication may be used. Formal direction given orally shall be confirmed in writing.

4.2 Informal Communications

Informal communications can occur between any TJSO employee and any Contractor employee. This type of communication is non-binding for both the Government and Contractor and does not constitute contract direction (i.e., formal communication). Informal communication can take the form of electronic mail, memorandum, telephone, facsimile, presentations, meetings, and any other means.

Informal communications are encouraged and expected from TJSO staff in performance of their oversight responsibilities with the Contractor. In their informal communications, TJSO employees need to avoid the impression that the communications are formal. Particularly, when CORs and Operational Awareness Representatives are engaging in informal communications, they must be careful to identify those communications as non-binding. CORs and Operational Awareness Representatives should inform the Contractor as to whether or not the communications are formal or informal, and the Contractor should inquire to determine if the communication is formal direction

4.3 Non-TJSO Communications

The Contractor will be required to communicate to other than TJSO employees in conjunction with its responsibilities and work scope. The following parties, though not

limited to, are most likely to be involved: DOE-HQ; ISC; other Federal Government agencies; Environmental Protection Agency; TJNAF Contractors; State and local community government representatives, stakeholder groups, media and the general public. Because these entities are outside of the contractual relationship for this contract, they are limited to informal communications only. They may not provide direction to the Contractor or issue any changes to the scope or terms and conditions of the contract. It is expected that these other sources of communication be coordinated and/or monitored by the responsible TJSO counterpart/organization, the ACO, CO, and/or COR.

4.4 Technical Direction

Technical Direction shall be issued in accordance with the requirements set forth in Clause I.84 "DEAR 952.242-70 Technical Direction (DEC 2000)," of the prime contract. Technical direction is issued by the Site Manager/CO/CORs in executing their respective areas of responsibility. Technical direction must be within the scope of the SOW as stated in the contract and is primarily issued in writing. TJSO employees, other than defined above, as well as non-TJSO individuals or organizations cannot give technical direction, without appropriate delegation from the CO.

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

- 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 Statement of Work.
- 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.

5.0 CONTRACT MANAGEMENT

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 in order to successfully manage the contract. 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 the TJSO with support from appropriate ISC and DOE-HQ organizations and include oversight of the Contractor's implementation of all contract requirements.

Contract administration activities are cited in FAR Subpart 42.3 and involve activities that need to be performed by multi-disciplinary teams of Subject Matter Experts (SME). Within DOE, contract administration is a "cradle-to-grave" process and in the case of M&O contracts, the activities start with the "extend or compete" process and continue throughout the post-award stage of the contract, including contract closeout. Contract administration activities in support of the contract include formal and informal actions taken by the Contracting Officer. Formal actions include such matters as issuing written determinations of allowability of cost, approval of subcontracts, approval of contractor purchasing and property systems and procedures, review and approval of compensation and benefit

programs, fee and award term incentive determinations. Informal actions include daily interactions and verbal communications with the contractor that are necessary to ensure that the contractor understands and performs in a manner which meets the objectives of the DOE.

Contract Management includes those task or management actions not specifically called out in the FAR, but that are necessary to carry out the Government's commitments under the contract. Of major importance in contract management is the coordination and monitoring of the regulatory, technical, quality, safety, security, and business requirements to ensure that the Contractor performs to the requirements and the terms and conditions of the contract. Such actions are performed by the Contracting Officer, designated CORs, and other Site Office staff, as defined under Section 3.2 Roles and Responsibilities. The following subsections, which are not all-inclusive, highlight these management and administration activities and represent some of the more critical areas in the execution of the 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 contract commitments. These contract direction tasks are covered here to ensure that it is recognized in this plan that the TJSO is responsible for more than just the contract administration contracting actions for the Laboratory contract. For example, TJSO 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. The TJSO is also responsible for approving annual work scope direction and budgets.

5.1.1 Statement of Work (SOW) Summary

The Laboratory 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, paragraph C-3, 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 5.1.3 of this contract management plan. The remainder of the 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 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 both Government-owned and leased facilities as provided for in the operating contract, to the extent such facilities are used for DOE work. 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 Project Management

The contract contains the requirements of DOE O 413.3, Program and Project Management for Acquisition of Capital Assets. TJSO staff ensures that program and project management requirements are integrated into the contractor's management systems. Project management tools currently contained in DOE O 413.3, Program and Project Management for the Acquisition of Capital Assets," provide excellent means to ensure that DOE contracts and projects are properly managed. Integral to the effective management of the contract under the requirements of DOE O 413.3 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, TJSO has defined expectations for a formal project management system and can accurately measure performance. Through TJSO and external reviews, the TJSO can ensure that the contractor's performance in this area is effective and efficient, that issues requiring resolution are identified, and that the system is meeting its intended purpose.

5.1.3 Work Authorization

Authorization to the Contractor to proceed with work will be provided through approved work authorization (multi-year work plans, work authorization statements, interoffice 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. TJSO 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.

5.2 Unique Contract Terms and conditions

5.2.1 Long-Range Planning

On an annual basis, the Laboratory documents the Laboratory's mission and establishes mission-level strategic objectives as well as programmatic strategies covering a five-year period through the development of a Business Plan. Development of the Business Plan is the strategic planning process by which the Parties, through mutual consultation, 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 Laboratory Strategy is developed through mutual consultation between the TJSO, HQ program offices, and the Contractor. The requirement for the annual development of a Laboratory Strategy is found within clause H.2 "Long-Range Planning, Program Development and Budgetary Administration." The Business Plan is approved by the Department and provides guidance to the Laboratory for long-range planning of programs, site and facility development, and for budget preparation. It also serves as a baseline for placement of work at the Laboratory. Strategic planning is also called for within Section C, paragraph C.2 and C.3.2.2 of the contract.

Other long-range planning requirements include the Thomas Jefferson National Accelerator Facility Ten-Year Site Plan as required under DOE Order 430.1B, Real Property Asset Management. The Ten-Year Site Plan (TYSP) documents the Laboratory's vision for its 21st century scientific missions and for the supporting infrastructure. This plan identifies the existing condition of TJNAF'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 TJNAF and the DOE Office of Science. The plan also identifies the major new programmatic facilities individually planned for integration into the existing site infrastructure.

5.2.2 Disputes

This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C 601-613). Except as provided in the Act, all disputes arising under or related to this contract shall be resolved under the clause I-51 "FAR 52.233-1 Disputes (JUL 2002)(Alternate I)(DEC 1991)." However, it is the Government's policy to try to resolve all contractual issues by mutual agreement at the CO's level, without litigation. Both the TJSO and the Contractor are to explore all reasonable avenues for a negotiated settlement in order to avoid disputes. When all possibilities for negotiation have failed, the TJSO 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 contract clause I-51 "FAR 52.233-1 Disputes (JUL 2002)(Alternate I)(DEC 1991)." Should the Contractor refuse an offer for ADR, the Contractor must provide the CO, in writing, the specific reasons for rejecting the offer. Should DOE or the Contractor be unable to satisfactorily resolve the dispute using ADR or cannot agree on its application, they shall resume the formal process authorized in the contract clause I-51 "FAR 52.233-1 Disputes (JUL 2002)(Alternate I)(DEC 1991)" cited above. The CO shall be informed of any pending dispute no matter what stage of resolution it is in.

5.2.3 Government Furnished Services and Information (GFS/I)

The following Government Furnished Services and Information (treaties and international agreements) is provided to JSA under contract DE-AC05-06OR23177 and is annotated on the DOE website below:

See website: https://ostiweb.osti.gov/iaem/country-frame_bi.html

This database is managed by the Office of Policy and International Affairs (PI-1) within the Department of Energy. Additional Government Furnished Services and Information is provided on an as-need basis and the Contracting Officer is responsible for ensuring the timely delivery of Government Furnished Services/Information to the contractor.

5.2.4 Termination

Terminations, partial or complete, may become necessary at some point during the contract period of performance. The contract includes clause I-66 "FAR

52.249-6 Termination (Cost-Reimbursement),” which provides the essential framework. Terminations can be either for the convenience of the Government or a consequence of the Contractor’s default of the contract.

5.2.5 Laws, Regulations and DOE Directives

The contract clause I-91 entitled DEAR 970.5204-2 Laws, Regulations and DOE Directives (DEC 2000) indicates that the Contractor must comply with the requirements of applicable Federal, State, and local laws and regulations, unless relief has been granted, in writing, by the appropriate regulatory agency. 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 this 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 E of the contract. If applicable, Contractor Requirements Documents (CRDs) are contained within the DOE Directive. The cognizant TJSO staff shall review and determine applicability of new or changed directives to the Laboratory contract, and incorporate such directives into the contract as appropriate by a contract modification authorized by a Contracting Officer. Reviews of new or changed directives shall take place as needed; however, the TJSO shall periodically (at least annually) review and update the listing of applicable DOE Directives to ensure that they are complete and current. New or modified requirements, applicable to this contract, shall be issued to the Contractor, in writing, in accordance with contract clause H-15 “Application of DOE Contractor Requirements Documents.”

Clause H-15 also provides for the substitution of a CRD with an alternative procedure, standard, system of oversight, or assessment mechanism resulting from the process described in the contract clause H-15 “Application of DOE Contractor Requirements Documents.” This process is the key implementing vehicle of the new contract’s principle of relying primarily on Federal, State, and local laws, regulations, and national standards to establish Contractor requirements and performance criteria, while minimizing the use of DOE Orders and directives. The contractor’s ability to incorporate alternative procedures, with CO approval, allows for an effective strategy for cost reduction by removing non-value added directives/requirements. If the Contractor believes that an industrial standard is comparable to the directives/requirements and risk then the contractor needs to identify the industrial standard, obtain TJSO approval to use that standard. A modification in the TJNAF contract may be necessary.

5.2.6 Contractor Human Resources Management Strategy

The requirements for oversight of Contractor Human Resource Management (CHRM) Programs are found within Appendix A, Personnel Appendix, of the contract. The requirements detailed within this appendix are to ensure the contractor manages their Human Resource programs to support the DOE mission, promote workforce excellence, champion workforce diversity, achieve

effective cost management performance, and comply with applicable laws and regulations.

The Integrated Service Center provides support to TJSO to assist in Contractor Human Resource Management oversight. The SC Integrated Support Center Matrix Support to TJSO includes assistance in the areas of: Davis Bacon; Labor Relations; Compensation; Pension and Benefits Administration; Workplace Substance Abuse; Worker Transition Administration; and Diversity.

5.2.7 Contract Modifications

Contract modifications are authorized only by a Contracting Officer. The primary contract clause which address contract modification authority is clause H.38 entitled "Modification Authority." The regulations governing contract modifications are found within FAR Part 43. Some examples of actions which would require contract modifications include changes to: FAR or DEAR clauses; costs; Statement of Work; the listing of applicable DOE directives or alternative procedures; and incorporation of new/revised performance measures, and/or fee determinations.

There is a standard monthly funding contract modification issued on a monthly basis. Monthly funding modifications provide obligations in support of individual programmatic areas, including work for others. Administrative modifications are issued on an "as-needed" basis.

5.2.8 Partnering Agreements with state, community or other entities that are critical to the success of the contract

Woven throughout the contract are the authorities and requirements to partner with various outside entities. Participation and collaboration with universities, other non-profit organizations, state and local governing bodies, other federal agencies, and small and large businesses is encouraged. Section C.3.2.2.(xi) of the Statement of Work states that the Laboratory shall, "Maintain a vibrant relationship with the broader research community to enhances the intellectual vitality and research relevance of TJNAF and to brings the best possible capabilities for DOE mission needs through partnerships." Further, under C.3.2.1, states that the Contractor is expected "to transfer knowledge and technological innovations and foster productive relationships among Laboratory research programs, universities, and industry in order to promote national economic competitiveness."

Partnering with outside entities can be done under various mechanisms and it is the responsibility of the contractor to make all types of mechanisms known to prospective partners. Partnering may take many forms including; WFO, CRADAs, licensing, MOUs, MOAs, SC designated User Facilities, Joint University Appointments, joint funded research, and possibly other arrangements.

Guidance to DOE and contractor staff on implementing partnering arrangements are contained in a number of DOE Orders. The following are the key Orders which cite authorities, limitations, and provide procedural guidance for

partnering arrangements: (1) DOE Order 481.1C, Work for Others Non-Department of Energy Funded Work; (2) DOE Order 482.1, DOE Facilities Technology Partnering Programs; and (3) DOE Order 483.1, DOE Cooperative Research and Development Agreements.

The primary contract clauses which address policy, requirements and provide guidelines are: (1) Clause C. 3, Statement of Work; (2) Clause I. 97, DEAR 970.5217-1 Work for Others Program (Non-DOE Funded Work)(JAN 2005); (3) Clause I.106, DEAR 970.5227-2 Rights in Data - Technology Transfer (DEC 2000); (4) Clause I.107, DEAR 970.5227-3 Technology Transfer Mission (AUG 2002); and, (5) Clause I. 112, DEAR 970.5227-10 Patent Rights – Management and Operating Contracts, Nonprofit Organization or small Business Firm Contractor (AUG 2002).

The level of partnering including reimbursable work-for-others and CRADAs is about 15% of the laboratory's operating budget. Due to the magnitude of this effort, performance measures and program reviews are used to evaluate the contractor's performance. Those measures are included in Appendix B of the contract, and this function should be monitored on a quarterly basis.

As outlined in the contract clause H.30 "Agreements and Commitments," JSA agreed to provide additional resources from the Commonwealth of Virginia through JSA's Relations and Outreach Program. SURA (the primary partner of JSA, LLC) has secured funding annually from the Commonwealth of Virginia of approximately \$1,080,000 for the support of TJNAF and the assignment of Commonwealth of Virginia personnel (11.5 FTE's valued at \$740,000 currently) assigned to TJNAF in support of the Laboratory's mission. JSA has committed to provide these resources for the 5-year base award period (through May 31, 2011). The Commonwealth of Virginia funds (to include the assigned Commonwealth of Virginia personnel) are not subject to the allowable cost provisions of the contract since the funds are allocated directly to SURA (since SURA is considered a "non-state" agency under the charter of the Commonwealth of Virginia).

6.0 Performance-Based Management – Oversight, Evaluation, and Fee/Award Term Determination

6.1 Background

The current performance-based management approach to oversight within DOE has established a new culture within the Department with emphasis on the customer-supplier partnership between DOE and the laboratory contractors. It has also 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 that direction in accordance with contract requirements. 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;

- Resource decisions and budget requests are tied to results; and
- Results are used for management information, establishing accountability, and driving long-term improvements.

The Performance-based approach focuses the evaluation of the Contractor's performance against these Performance Goals. Progress against these Goals is measured through the use of a set of Objectives. The success of each Objective will be measured based on a set of Performance Measures, both objective and subjective, that are to focus primarily on end-results or impact and not on processes or activities. Measures provide specific evidence of performance, and collectively, they provide the body of evidence that indicates performance relative to the corresponding Objectives. On occasion, however, it may be necessary to include a process/activity-oriented measure when there is a need for the Contractor to develop a system or process that does not currently exist but will be of significant importance to the DOE and the Laboratory when completed or that lead to the desired outcome/result.

6.2 Overview

This performance-based management contract requires the use of performance measures for managing the Laboratory's performance. Specifically, Clause H.11 "Standards of Contractor Performance Evaluation" paragraph (a) states: "...The Contractor will utilize a comprehensive performance-based management approach for overall TJNAF management. The performance-based management approach will include the use of objective performance goals and indicators, agreed to in advance of each performance evaluation period, as standards against which the Contractor's overall performance under this Contract will be assessed."

In addition, Clause H.22 "Performance Based Management and Oversight" further states that performance targets shall be established through the Performance Evaluation and Measurement Plan (PEMP) pursuant to Section clause (H.11) "Standards of Contractor performance Evaluation."

This process is divided into three phases:

1. **Planning:** This initiation phase includes coordination of an annual Contractor/DOE Management Planning Meeting; development of the performance measurement strategy; and the development and negotiation of objectives, measures, and expectations for the Performance Evaluation and Measurement Plan (Appendix B to the Prime Contract).
2. **Execution:** On an ongoing basis, TJSO conducts operational awareness of the Contractor's performance. There will be informal performance reviews performed each month and a full formal mid-year review to assess progress in meeting the expectations.
3. **Final Evaluation & Reporting:** At year-end, TJSO evaluates the Laboratory's performance. This evaluation includes verification of the Laboratory's self-assessment. The final DOE Performance Evaluation Report documents the assessment and verification outcome and the associated fee/award term incentive determination.

The TJSO shall maintain a matrix identifying primary and secondary personnel with responsibility for development and oversight of PEMP.

6.3 Development of the Performance Evaluation Management Plan (PEMP)

The Contractor Performance Evaluation and Measurement Plan (PEMP), as developed in accordance with the Guidance for the Office of Science Laboratory Performance Appraisal Process dated June, 2006, is incorporated within Section J, Appendix B of the contract and provides the details regarding the current evaluation criteria, performance reviews/determinations as well as how performance-based fee and award term incentive will be determined. Contract clause I-94 "DEAR 970.5215-1 Total Available Fee: Base Fee Amount and Performance Fee Amount (Alternates II and III)(DEC 2000)," defines how performance-based fee will be implemented for the Laboratory contract. The procedures for determination of an award term are set forth in contract clause F.2 "Award Term Incentive."

The SC-wide laboratory performance evaluation process has standardized the PEMP for all SC Laboratories by utilizing a common set of eight Performance Goals and corresponding Performance Objectives as set forth within the SC guidance mentioned above and documented within the PEMP. The three Goals for Science and Technology and five Goals for Management and Operations are as follows:

S&T Performance Goals

- Mission Accomplishment
- Design, Fabrication, Construction and Operations of User Research Facilities & Equipment
- Science and Technology Program Management

M&O Performance Goals

- Leadership and Stewardship of the Laboratory
- Integrated Safety, Health, and Environmental Protection
- Business Systems
- Operating, Maintaining and Renewing the Facility and Infrastructure Portfolio
- Integrated Safeguards and Security Management and Emergency Management Systems

The overall scoring and grading methodology has also been standardized, utilizing the academia grading scheme identified within the SC guidance as shown below. Grades for each of the eight Performance Goals will be posted on the SC website in the form of a Report Card for the Contractor; however, no combined grade for the overall Contractor performance will be provided.

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

Figure 6-3 - Contractor Letter Grade Scale

The SC Laboratory Performance Goals and their corresponding Performance Objectives provide the framework for evaluation of the Contractor's yearly progress toward meeting

the S&T strategic goals for the Laboratory and ensuring the Contractor is managerially and operationally in control, meeting the requirements of the contract. The performance objectives, measures and expectations contained in the PEMP are intended to: (1) enhance TJNAF's ability to accomplish its mission for the DOE; (2) Drive cost-effective performance improvements, focusing on efficient system performance while maintaining appropriate internal controls; and (3) when possible, allow for meaningful trend and rate of change analysis; and encourage benchmarking initiatives as a means of incorporating industry business standards and "best practices" that are meaningful, appropriate and consistent with DOE requirements and deemed to reflect overall successful operations.

The TJSO develops the yearly Performance Evaluation and Measurement Plan (PEMP). The TJSO process for implementing the contractor performance-based management process is owned by the TJSO Manager. The TJSO Manager relies on input from Subject Matter Experts (SME's) when developing performance measures. Performance measures are developed in coordination with the SC program office (SC-26, Office of Nuclear Physics within the Office of Science) or other major customers consistent with the goals and objectives outlined in the Department's Strategic Plan. If the DOE and Contractor cannot reach agreement on all the goals, objectives, measures, and targets, the Contracting Officer has the unilateral right to establish reasonable new goals, objectives, measures, and targets and/or modify and/or delete existing goals, objectives, measures, and targets. The Performance Evaluation and Measurement Plan should be negotiated and approved, in accordance with SC guidance, on or before the beginning of each fiscal year.

6.4 Performance Monitoring - Daily Oversight

In addition to providing direction to the Contractor, see Section 4.4, "Technical Direction," the TJSO must continuously monitor Contractor performance in meeting all terms, conditions and expectations set forth within the contract. The TJSO Manager has lead responsibility to monitor the achievement of performance goals and objectives within the PEMP and relies on the TJSO/ISC Subject Matter Experts, in cooperation with TJNAF, to monitor the progress of meeting the expectations outlined in the PEMP.

SME's are responsible for fulfilling DOE's oversight and evaluation role. TJSO oversight activities should ensure work being conducted by the Contractor is consistent with the established contract and plans, and those applicable requirements (e.g., statutes, Federal, State, and Local Laws/Regulations, DOE Directives, and policies). Oversight does not include controlling the way the Contractor is doing the work, except where imminent environmental, safety, or health hazards have been identified.

The objectives, measures and expectations contained in the PEMP become the basis for ongoing oversight activities and periodic reviews of the management and operation of TJNAF. Much of the information required to monitor the Contractor performance should be 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. Oversight activities can be formal or informal and include telephone, facsimiles, e-mail, written communications, and direct discussions. In addition, physical presence and observation of work is necessary in many instances such as conduct of operations, procedure compliance, and progress verification. TJSO 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.

In accordance with FAR 42.302, periodic project, program, or functional surveillances and independent assessments may be performed by TJSO and others to determine the Contractor's progress and to identify any factors that may delay performance or adversely be affecting environmental protection or protection of worker health and safety. The CO, CORs, and other designated staff in support of the CO and CORs, shall perform periodic surveillances against established criteria. The TJSO is responsible for determining the extent of surveillances to be performed, to include those conducted by SC ISC organizations that provide subject matter support and expertise to the TJSO.

Oversight is performed by the TJSO Site Manager, CO, and other TJSO staff, and may include assistance from SC ISC support staff. If applicable, oversight performed by individuals outside of the TJSO shall be coordinated with TJSO Site Manager, TJSO staff, and/or CO/COR as appropriate.

6.4.1 Direction Resulting from Performance Oversight

As a result of performance oversight activities, it may be determined that additional guidance or direction needs to be provided to the Contractor. This direction should be provided via the methods described in Section 4.1, "Formal Communications." In cases of imminent environmental, safety or health hazards, stop work authority may be exercised pursuant to contract clause I.100 "DEAR 970.5223-1 Integration of Environment, Safety, and Health into Work Planning and Execution (DEC 2000)."

6.4.2 Roles in Contract Performance Oversight

Oversight is performed by the TJSO staff, to include SC ISC support staff (where appropriate), which have responsibility for the oversight of work scope being performed by the Contractor. This oversight also includes the Operational Awareness Representatives who perform a key role in Contractor oversight. DOE-HQ, regulators, and others may provide additional oversight assistance at various times. Compliance with applicable Federal, State, and local laws and regulations, and permits and licenses, shall be primarily determined by the cognizant regulatory agency and DOE will primarily rely upon the determination of the external regulators in assessing Contractor compliance in such areas. Since DOE is the permittee, the TJSO conducts oversight to verify compliance with permit conditions. Oversight performed by DOE individuals outside of the TJSO shall be coordinated with TJSO staff, COR, and/or a CO as appropriate.

TJNAF is owned by DOE and operated by the JSA under contract with DOE. DOE has signed the application as owner of the facility. Since TJSO Manager is required by law and/or regulation to certify that the information set forth in a particular document is accurate and complete, and that specific protocols or standards were followed, contract clause H.34 entitled "Environmental Certifications" require the contractor to confirm/certify to DOE that the document is accurate and complete, and that specific protocols or standards were followed. The clause also has a follow down requirement for subcontractor officials to complete the certification as well. The DOE is responsible for policy,

programmatic, funding and scheduling decisions, as well as general oversight. The JSA is responsible for day-to-day operations, including but not limited to, monitoring, record keeping, facility maintenance, and reporting.

6.4.3 Methods of Contract Performance Oversight

Oversight is conducted through various means and the methods used depend upon the information needed. It is the TJSO's desire 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 for TJSO review and concurrence in, or approval of, Contractor proposals, plans, policies, and procedures. The TJSO shall maintain a matrix identifying primary and secondary personnel with responsibility for oversight of Contractor management systems, and/or review and concurrence/approval of Contractor requests.

Oversight and evaluation may be conducted via operational awareness. Ongoing operational awareness activities may include:

- Routine Contract Administration – Communications
- Transaction/System Approvals
- For-Cause Reviews
- Demonstration/Pilot Projects
- Contractor Management Reporting/Meetings
- Responses to External Audits/Reviews/Inquiries
- Participation in Contractor Self-Assessments
- TJSO Conducted Inspections, Audits and Reviews
- TJSO Walkthroughs and Surveillance

Much of the information required to monitor the Contractor performance should be 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 walk-throughs. Oversight activities can be formal or informal and include telephone, facsimiles, e-mail, written communications, and direct discussions. In addition, physical presence and observation of work is necessary in many instances, such as conduct of operations, procedure compliance, and progress verification. TJSO 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. The TJSO staff and management will have access to Laboratory information and work areas, following appropriate ES&H and security protocols for each work area. Oversight also includes risk assessment, performance objectives/measures, self-assessments, annual reviews, and "For Cause" reviews.

6.5 Performance Evaluation – Fee and Award Term Determination

6.5.1 Evaluation

Evaluations of Contractor performance shall be completed as prescribed within the approved PEMP, Clause H.11 entitled "Standards of Contractor Performance

Evaluation”, and Clause H.22 entitled “Performance Based Management and Oversight”.

Clause H.11 requires the Contractor to conduct an ongoing self-assessment process as the principal means of determining its compliance with the Statement of Work and performance measures identified within Appendix B. To assist the DOE in its evaluation of Contractor performance, the Contractor shall provide a formal status briefing and a formal self-evaluation at fiscal mid-year and year-end. In addition, the Contractor shall provide informal monthly status updates as well as periodic updates, as requested by TJSO.

On an annual basis, the Contracting Officer shall provide a written assessment of the Laboratory’s performance to the Contractor. This assessment is developed by TJSO and issued to the Contractor within the second quarter following the end of the evaluation period. The overall performance against each Performance Objective within the PEMP, to include the evaluation of Performance Measures identified for each Objective, will be evaluated jointly by the SC-26 (Office of Nuclear Physics within the Office of Science) or major customer and the TJSO. This cooperative review methodology will ensure that the overall evaluation of the contractor results in a consolidated DOE position taking into account specific Performance Measures as well as all additional information not otherwise identified via specific Performance Measures. The TJSO will work closely with SC-26 and other major customers throughout the year in evaluating the laboratory contractor’s performance. The TJSO should provide observations regarding programs and projects as well as other management and operation activities conducted by the Contractor throughout the year.

An annual SC Performance Evaluation Meeting with the TJSO Manager, appropriate SC Program ADs, and other DOE HQ representatives or major customers, and the Director of the Office of Science, will be scheduled and held following the end of each evaluation period. This meeting will be utilized to review the Contractor’s performance within each Performance Goal/Objective and gain consensus on the grades and incentives to be awarded.

There will also be monthly meetings conducted each year with the Contractor to discuss the contractor’s performance against DOE’s expectations. These meetings are informal where the TJSO Manager meets with key Contractor staff and asks for input from TJSO Staff/SMEs, with input from ISC Matrix staff (where appropriate), regarding any performance issues. The Laboratory is then notified of any areas of concern which may affect the year end performance rating. In addition, there will be a mid-year performance evaluation which is more formal and is conducted during April of each year. JSA submits a mid-year assessment which will be used as the opportunity to evaluate contractor performance against DOE expectations.

6.5.2 Determination of Performance-Based Fee and Award Term

The procedures for determination and payment of Performance-Based Fee are set forth within Prime Contract Clause I.94 “DEAR 970.5215-1 Total Available Fee: Base Fee Amount and Performance Fee Amount (DEC 2000)(Alternatives II and III) (DEC 2000)”. The procedures for determination of an award term are set forth

in contract clause F.2 "Award Term Incentives." Note that the total term of the contract may not exceed 20 years as set forth in contract clause F.2.

At the conclusion of each specified evaluation period, the TJSO shall evaluate and/or validate the Contractor's performance and determine the total available fee amount and award term incentive earned in accordance with the Appendix B "Performance Evaluation and Measurement Plan" of the contract. A written recommendation of payment of fee and award term incentive authorized, along with documentation gathered during the validation effort, shall be prepared and presented at the annual SC Performance Evaluation Meeting with the TJSO Manager, appropriate SC Program ADs, and other DOE HQ representatives or major customers, and the Director of the Office of Science. SC-1 and HCA concurrence is to be gained prior to final approval by the TJSO Manager of the amount of fee and award term incentive to be awarded.

The fee and award term allocation strategy for the SC Laboratory contracts are based on the principle that performance-based fee and the award term incentive should be viewed as beneficial to motivate the correct sets of behaviors from the contractor; that if the Contractor performs well, more fee and the award term incentive should be earned than if the Contractor did not perform well. This strategy is consistent with the principles of contract reform. This principle leads to a strategy of incrementally rewarding exemplary performance rather than incentivizing particular activities and deliverables. Such a strategy transcends a narrow focus on individual outputs and elevates the performance discussion to the level of performance aligned with the overall mission and agenda of the institution.

The lack of Performance Goals, Objectives, Measures, or Targets within a PEMP does not diminish the need for the laboratory contractor to comply with minimum contractual requirements. Although the Performance Goals and their corresponding Performance Objectives are to be the primary means utilized in determining the contractor's performance grade and/or amount of performance-based fee and the award term earned, the Contracting Officer may unilaterally adjust the rating and/or reduce the otherwise earned fee and the future award term based on the contractor's performance against all contract requirements. Data to support grade and/or fee/future award term adjustments may be derived from other sources as described within section 6.5.1 above. The adjustment of a grade and/or reduction of otherwise earned fee/award term should be determined by the severity of the performance failure and mitigating factors. (See Clause I.96 "DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts (JAN 2004) (Alternate I) (Jan 2004)"

The final laboratory contractor performance grades, fee and/or award term earned will be determined during the annual SC Performance Evaluation Meeting discussed above and contained within the year-end report, documenting the results from the DOE review. Upon approval from the SC Director, the TJSO Manager will issue the final DOE Performance Evaluation Report and the Fee/Award Term Determination. The report is to identify areas where performance improvement is necessary and, if required, provide the basis for any grade and/or fee/future award term adjustments made from the otherwise earned grades based on Performance Goal achievements.

6.5.3 Payments

The contract clause I.119 "DEAR 970-5232-2 Payments and Advances (DEC 2000) (Alternatives II and IV) (DEC 2000)" provides for payment of total available fee. The base fee amount, if any, is payable in equal monthly installments. The total available fee amount earned is payable following the Government's Determination of Total Available Fee Amount Earned in accordance with Contract Clause I.94 "DEAR 970.5215-1 Total Available Fee: Base Fee Amount and Performance Fee Amount (DEC 2000)(Alternatives II and III) (DEC 2000)". Base fee amount, if any, and the total available fee amount earned payments shall be made by direct payment or withdrawn from funds advanced or available under the contract, as determined by the Contracting Officer. No base fee amount or total available fee amount earned payment may be withdrawn against the payments cleared financing arrangement without the prior written approval of the Contracting Officer.

A special payments-cleared financing arrangement is used by the Contractor for allowable costs and fee associated with the work performed. Funds are provided by the Federal Reserve Bank through a Special Financial Institution Account Agreement (Section J, Appendix C) to cover the Contractor's costs. Annually, the Contractor certifies a Statement of Costs Incurred and Claimed as set forth within the contract clause I.119 "DEAR 970.5232-2 Payments and Advances (DEC 2000) (Alternatives II and IV) (DEC 2000)".

7.0 Risk Management

7.1 Risk Management Process

Contract clause I-88 "DEAR 970.5203-1 Management Controls (DEC 2000)" requires the Contractor (at a level above the Laboratory Director) to submit, on an annual basis, an assurance to the TJSO Manager that the system of management controls is adequate to assure that the objectives of the management system are being accomplished and that the systems and controls are effective and efficient. To meet this requirement, the Contractor, in accordance with paragraph C-2.3 "Performance Objectives and Measures" of Section C of the contract, must develop and implement a "Contractor Assurance Process," acceptable to the TJSO Manager. The assurance process is to reflect an understanding of the risks, maintain mechanisms for eliminating or mitigating the risks, and ensure that the management systems and their attendant assurance process (es) meet contract requirements.

The Contractor's assurance process utilizes a number of methods and processes for ensuring management systems and controls are being effectively and efficiently utilized and that the systems and controls are operating as designed. These methods/processes include, but are not limited to:

- The Contractor Self-Assessment Program;
- Internal Audit Program;
- Integrated Safety Management including an Environmental Management System Program;
- Integrated Security Program;
- Federal Manager's Financial Integrity Act Vulnerability Assessments; and

- Independent Third-Party Nationally Recognized Expert Reviews

The Contractor's assurance process will be utilized by the TJSO as a primary tool to determine if the objectives of the Contractor's management systems and controls are being accomplished and that the systems and controls are effective and efficient. The utilization of this process will help meet the desired results of this contract to "manage the contract" while streamlining and improving the efficiency and effectiveness of federal line management, focusing on a systems-based approach to federal oversight with increased reliance on the results obtained from the resources resident within the assurance process.

Of the processes identified above the Contractor utilizes self-assessment as a primary mechanism for evaluating the overall effectiveness of its integrated management systems and to promote continuous improvement. A key to the performance-based management and evaluation process employed by the TJSO is the utilization of self-assessment as a tool for evaluation of the Contractor's management systems and controls. Self-assessment plans are to be developed and maintained by each Laboratory functional area, in cooperation with both their internal and external (TJSO, HQ, or other) counterparts. These plans cover all aspects of the management and operations of the Laboratory to include, but not limited to, mission areas; ES&H; safeguards and security; facility operations; financial management and cost control; procurement; and human resources. The TJSO is to work with their Contractor counterparts throughout each year to track, verify, and validate the progress of the Performance Goals and Objectives set forth within the PEMP discussed above and the individual Laboratory functional area self-assessment plans.

7.2 Key contract vulnerabilities/Performance Risk Areas

TJNAF has a Project Management System (PMS) that meets the requirements contained within DOE O 413.3A, Project Management for the Acquisition of Capital Assets. The Order and TJNAF PMS requires project specific risk plans and the "12 GeV CEBAF Upgrade Risk Assessment Plan, WBS Level 3/4" was approved on November 30, 2006.

The most critical success factor for TJNAF is continued access to world-class scientific and technical staff. Retention and recruitment of excellent staff, coupled with close relations with first-rank research institutions both within and outside the DOE Laboratory system are the most critical elements in maintaining and building TJNAF's core science and technology program. Therefore, the uncertainties related to the current or future budgets could impact the recruitment of first-rate staff and become a key contract vulnerability. The TJSO with support from the Oak Ridge Office Integrated Support Center works directly with the Office of Science to address Laboratory key personnel issues and current and/or future budget impacts.

7.3 Post-Contract Liabilities

The following are specific areas which may have the potential to pose post-contract liabilities. It is believed that the current terms of the prime contract and departmental policy adequately address such potential liabilities:

- Existing liabilities e.g. follow-up programs for radiation workers

- Possibility of future litigation related to TJNAF work
- Personnel compensation and benefits

7.4 Inspection and Acceptance

A listing of contract deliverables, including those which are required by Contract Requirements Documents contained in DOE Directives is attached to the Contract Management Plan (CMP) under the title "CMP Jefferson Lab Contract Deliverables." The list also contains the TJSO individual responsible for inspecting and accepting the contract deliverable.

The Contractor's Quality Assurance Program (QAP) is the cornerstone upon which the Laboratory monitors its execution of contract requirements and site requirements applicable to a "Non-Nuclear Accelerator Facility." The TJSO Manager is delegated the authority, and has the responsibility to review and approve all new and revised Contractor QAPs.

The purpose of the TJSO QAP is to ensure defined and defensible products exist to validate contract oversight activities. New and revised Site Office QAPs must be submitted to the Office of Science for approval.

Acceptance criteria for products, services, facilities and operational parameters are identified in the Contractor's QAP and the TJSO QAP. The Contractor has primary responsibilities for accomplishing inspection and acceptance testing of quality-related items, processes, or services. At the end of each fiscal year, the Contractor is graded with respect to the established Performance Evaluation and Measurement Plan (PEMP). Past performance and any new DOE expectations are to be considered during the PEMP development.

8.0 Environment, Safety, And Health (ES&H) and Security Protection

The protection of the safety and health of all employees, the public, and the environment, as well as the security of DOE assets, shall be paramount throughout performance of the Laboratory contract. The process through which this protect is executed is described by the Contractor's Integrated Safety Management System (ISMS), which is required under Clause I.100 "DEAR 970.5223-1 Integration of Environment, Safety, and Health Into Work Planning and Execution (DEC 2000)" and the Contractor's Security Plan which is required under clause H.35 entitled "Safeguard and Security Requirements." The Contractor shall manage and perform work in accordance with the Laboratory's documented ISMS and Security Plan which require the review and approval of the Contracting Officer relating to changes to the plans.

The TJSO Operational Awareness Program describes TJSO staff responsibilities and associated activities to monitor contractor performance in the areas of Budget/Finance, Contract Management, Environment, Safety and Health (ES&H), Facility Operations, Facilities and Infrastructure Management, Construction Project Management, Information Technology, Physical Security, and Personal Property Management. Assessment activities are structured to provide feedback to the Contractor and promote improvement in the Contractor's performance. This program represents TJSO's implementation of DOE Order 226.1, "Implementation of DOE Oversight Policy" and DOE Order 450.1, "Environmental Protection Program." The contract ES&H requirements are institutionalized through an

initial "Necessary and Sufficient" review of Contractor Requirement Documents (CRD), supplemented by periodic reviews to ensure the list of CRDs is relevant and up-to-date.

9.0 Closeout

Once the contract is completed, the TJSO and the Contractor will enter into the closeout phase. This formal process establishes the final conditions surrounding the Contractor's performance of the contract. Emphasis is placed on:

1. The contractor's provision of a final inventory that reflects the accountability and condition of government furnished property including laboratory clearance of that property which has or shall be disposed.
2. A list of Post-Contract Liabilities (e.g., the sum total of liabilities for Contractor employees and their beneficiaries) including a strategy for dealing with these liabilities.
3. Reconciliation of funding, and settlement of final indirect cost rates and factors.
4. If applicable in the future, classified information and special nuclear materials accountability, and termination of DOE-access authorizations (security clearances).
5. Resolution of unresolved claims made against the Contractor and TJSO, and final settlement of subcontracts.
6. Resolution of performance evaluations and fee determination/payment, release of the Government from continuing liabilities, and other legal, technical and programmatic activities needed to end the contracting relationship.
7. Transition to a successor contractor, if applicable. In accordance with Clause I.56 "DEAR 52.237-3 Continuity of Services (JAN 1991)," the Contractor recognizes that the services under this contract are vital to the Government and must be continued without interruption and that, upon contract expiration, a successor, either the Government or another Contractor, may continue them. The Contractor agrees to furnish phase-in training, and exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
8. Agreement will be reached with DOE concurrence between the former contractor and the new contractor regarding appropriate records and government furnished property to be transferred and/or retained at TJNAF.

Contract Deliverables

The purpose of the table listing below is to provide an administrative aid for those administering the contract. The following list includes contract deliverables called out in specific contract clauses. Deliverable required under DOE Directives is currently under revision and is included in its draft form following this listing.

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
C-2	The Contractor shall develop a five-year Business Plan for the overall direction of TJNAAF and for the accomplishment of these objectives.	One time (Annually)		Site Manager	Approval
H.2 (b)	It is the intent of the Parties to develop a Business Plan covering a five-year period, which will be updated at least annually. (Long-Range Planning, Program Developed and Budgetary Administration).	Annually		Site Manager	Approval
H.3 (c)(3)	The Contractor shall prepare a final work program and budget consistent with DOE's overall program budget. Upon DOE approval, it is the Contractor's responsibility to conduct its work within limits established by these approvals unless modified by DOE (Work Authorizations).	Annually		Site Manager	Evaluation/ Approval
H.9	In cases determined to be covered by the Service Contract Act , the Contractor shall prepare SF-98 and 98A "Notice of Intention to Make a Service Contract" and forward it to the Contracting Officer or his designee to obtain a wage determination.	As required.		Contractor Human Resource	Prepare and submit SF-98 and 98A
H.11 (a)(4)	The Contractor shall provide periodic updates, as requested by the DOE, on the performance against the Appendix B. (Standards of Contractor Performance Evaluation)	As required		Site Manager	Information/ validation/ evaluation input
H.11 (a)(4)	The Contractor shall provide a formal status briefing at mid-year (Standards of Contractor Performance Evaluation)	Annual		Site Manager	Information / validation / evaluation input
H.11 (a)(4)	The Contractor shall provide a formal status briefing at year end. (Standards of Contractor Performance Evaluation)	Annual		Site Manager	Information
H.11(a)(4)	The Contractors shall provide a formal self-evaluation report at year end. (Standards of Contractor Performance Evaluation)	Annual		Site Manager	Information / validation / performance evaluation input
H.15 (d)	The Laboratory Director may, at any time during performance of this contract, propose an alternative procedure, standard, system of oversight, or assessment mechanism to the requirements in a listed CRD by submitting to the Contracting Officer a signed proposal describing the nature	As required.		Varies with Directive	Evaluation/ Approval

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
H.15 (f)	and scope of the alternative procedure, standard, system of oversight, or assessment mechanism (alternative), the anticipated benefits, including any cost benefits, to be realized by the Contractor in performance under the contract, and a schedule for implementation of the alternate. In addition, the Contractor shall include an assurance signed by the Laboratory Director that the revised alternative is an adequate and efficient means to meet the objectives underlying the CRD. Upon request, the Contractor shall promptly provide the Contracting Officer any additional information that will aid in evaluating the Contractor's proposal. (Application of DOE Contractor Requirements Documents)	As required.		Varies with Directive	Information/ Approval
H.15 (g)	In the case of a conditional approval under (e)(2) above, the Contractor shall provide the Contracting Officer with an assurance statement, signed by the Laboratory Director, that the revised alternative is an adequate and efficient means to meet the objectives underlying the CRD. Additionally, the statement shall describe any changes to the schedule for implementation. (Application of DOE Contractor Requirements Documents)	As required.	NLT 30 days after being furnished CRD	Varies with Directive	Information/ Approval
H.15 (h)	On an annual basis, the Contractor through an Officer at a level above the Laboratory Director shall submit a certificate to the Contracting Officer that the system of management controls, including all systems revised in accordance with this clause, is adequate to assure that the objectives of the systems are being accomplished and that the system and controls are effective and efficient. (Application of DOE Contractor Requirements Documents)	Annually		Site Manager	Validation
H.15 (i)	If, during performance of this contract, the Contracting Officer determines that an alternative procedure, standard, system of oversight, or assessment mechanism adopted through the operation of this clause is not satisfactory, the Contracting Officer may, in his or her sole discretion, determine that corrective action is necessary and require the Contractor to prepare a corrective action plan for the Contracting Officer's approval. (Application of DOE Contractor Requirements Documents)	As required.		Administrative Contracting Officer w/Input responsible functional area	Approval
H.17	In the event any of the signatories to the Performance Guarantee enters into proceedings related to bankruptcy, whether voluntary or involuntary, the	As indicated.		Contracting Officer	Information/ Validation

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
	Contractor agrees to furnish written notification to the Contracting Officer (Guarantee(s) of Performance)				
H.18 (b)(6)	Contractor shall submit within 30 days of Contract award, a Human Resources Compensation Plan demonstrating how the Contractor will comply with the requirements of this contract. (Workforce Transition, Contractor's compensation, Benefits and Pension)	As required.	NLT 30 days after award	Contractor Human Resource	Approval
H.18 (b) (7)	<p>Until DOE has certified the Contractor's compensation system, the Contractor shall submit the following to the Contracting Officer for a determination of cost allowability for reimbursement under the contract:</p> <ul style="list-style-type: none"> (i) Any additional Compensation System self-assessment data requested by the Contracting Officer that may be needed to validate and approve the Compensation System. (ii) Any proposed major compensation program design changes prior to implementation. (Workforce Transition, Contractor's compensation, Benefits and Pension) (iii) Annual Compensation Increase Plan (CIP). (iv) Individual compensation actions for the Key Personnel including initial and proposed changes to base salary and or payments under an Executive Incentive Compensation Plan. (v) Any proposed establishment of an incentive compensation plan (variable pay plan/pay-at-risk). <p>Upon certification of the Contractor's Compensation System, Contracting Officer approval of individual compensation actions will be required only for the Laboratory Director, Deputy Director(s), if any, and those other first-tier reports to the aforementioned positions, as identified by the Contracting Officer.</p>	As required		Contractor Human Resource	Review/ Approval
H.18(b) (9)	The Contractor shall provide the Contracting Officer with the following reports with respect to salary and benefits: <ul style="list-style-type: none"> (i) Annual Contractor Salary-Wage Increase Expenditure Report to include, at a minimum, breakouts for merit, promotion, variable pay, 	As Indicated		Contractor Human Resource	Evaluation/ Information and approval

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
	<p>special adjustments, and structure movements for each pay structure showing actual against approved amounts.</p> <p>(ii) At the time of contract award and upon any change thereafter, a list of the top five most highly compensated executives and their salaries.</p> <p>(iii) Annual Report of Contractor Expenditures for Employee Supplemental Compensation through the Department Workforce Information System (WFIS), compensation and benefits module.</p> <p>(iv) A Self-Assessment of the total compensation program, to include an evaluation of total benefits using the relative Benefit Value measure every two years, and an annual Per Capita Cost Comparison, (Workforce Transition, Contractor's compensation, Benefits and Pension)</p>				
H.18 (c)	<p>Pension and Other Benefit Programs: Unless stated otherwise, or as directed by the Contracting Officer, within 30 days of award or extension, and prior to implementation of any benefit change, the Contractor shall submit (1) and (2) below:</p> <p>(1) An Employee Benefits Value Study (ben-val) Measure, every two years, which is an actuarial study of the relative value (RV) of the benefits programs offered by the Contractor measured against the RV of benefit programs offered by comparator companies approved by the Contracting Officer. To the extent that the value study does not address post retirement benefits other than pensions, the Contractor shall provide a separate cost and plan design data comparison for the post retirement benefits other than pensions using external benchmarks for nationally recognized and Contracting Officer approved survey sources and,</p> <p>(2) An Employee Benefits Cost Comparison (cost comparison) Method every year that analyzes the Contractor's employee benefits cost on a per capita basis per full time equivalent employee and compares it with the cost reported by the U.S. Chamber of Commerce Annual Employee Benefits Cost Survey or other Contracting Officer approved broad based national survey. (Writer's Compensation)</p>	As Indicated		Contractor Human Resource	Approval
H.18(d) (4)	<p>The Contractor shall submit the information required under (i) and (ii), below, as applicable, prior to the adoption of any changes to the pension plan, to the Contracting Officer for approval or disapproval and a</p>	As Indicated		Contractor Human Resource	Approval

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
	determination as to whether the costs to be incurred are consistent with the Contractor's documented plan and are deemed allowable pursuant to FAR 31.205-6, as supplemented by DEAR 970.3102-05-6.				
	(i) For proposed changes to pension plans and pension plan funding, an analysis of the impact of any proposed changes on actuarial accrued liabilities and an analysis of relative benefit value must be provided; and, (ii) The Contractor shall obtain the advance written approval of the Contracting Officer for any proposed special programs (including, but not limited to, plan-loan features, employee contribution refunds, or ancillary benefits) and shall provide DOE with an analysis of the impact of special programs on the actuarial accrued liabilities of the pension plan, and on relative benefit value, if applicable. (Workforce Transition, Contractor's Compensation, Benefits and Pension)				
H.18 (d) 6	Pension Plan Terminations: The Contractor shall not terminate any pension plan (commingled or site-specific) without at least 60 days notice to and the approval of the Contracting Officer prior to the scheduled date of plan termination. (Worker's Compensation)	As Indicated		Contractor Human Resource	Approval
H.18 (e) (2)	During the collective bargaining process, the Contractor shall notify the Contracting Officer before submitting or agreeing to any collective bargaining proposed which can be calculated to affect allowable costs under this contract or which could include other items of special interest to the Government (Worker's Compensation)	As Indicated		Contractor Human Resource	Approval
H.21 (c)	The Contractor shall submit to the Contracting Officer an annual evaluation and analysis of workers' compensation cost as a percent of payroll in comparison with the percentage of payroll cost reported by a nationally recognized Cost of Risk Survey that has been pre-approved by the Contracting Officer. (Workers Compensation)	Annually		Contractor Human Resource	Information
H.26 (d)	The Contractor shall immediately furnish the Contracting Officer written notice of any such claim or civil action filed against any employee of the Contractor arising out of the work under this contract together with copies of all pleadings filed. The Contractor shall furnish to the Contracting Officer a written determination by the Contractor's counsel that the defense or indemnity of the employee is required by the provisions of applicable State law, that the employee was acting within the course and scope of employment at the time of the acts or omissions which gave rise to the claim or civil action, and that any exclusions set forth under applicable	As required		General Counsel	Approval of legal costs.

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
	State law for fraud, corruption, or malice on the part of the employee does not apply. A copy of any letter asserting a reservation of rights under applicable State law with respect to the defense or indemnification of such employee shall also be provided to the Contracting Officer. (Defense and Indemnification of Employees)				
H.30	The commitments proposed by the Contractor as accepted by the Government are incorporated into the contract. (Agents and Commitments)	As Indicated		Site Manager	Validation/ Evaluation input
H.45	Should the Contractor find that the statement of work or other specifications of the contract do not conform to FIPS Pub 201, it shall notify the Contracting Officer of such nonconformance and shall act in accordance with instructions from the Contracting Officer (Compliance with FIPS Pub 201)	As Indicated		Contracting Officer	Information/ Validation
H.46 (a)	Before undertaking performance of any contract involving the use of laboratory animals, the Contractor shall register with the Secretary of Agriculture of the United States in accordance with Section 6, Public Law 89-544, Laboratory Animal Welfare Act, August 24, 1966, as amended. The Contractor shall furnish evidence of such registration to the Contracting Officer. (Care of Laboratory Animals)	As required		ES&H	Information
H.47	The requirement for the submittal of paper versions of SF 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Report, as provided in FAR 52.219-9(j) is hereby deleted and is replaced with the electronic submittal of data under eSRS (Electronic Subcontracting Reports System)	Quarterly		Contracting Officer	Validation/ Evaluation
I.8 (c)(1)	The Contractor who requests or receives from an agency a Federal contract shall file with that agency a disclosure form, OMB Standard Form LLL , Disclosure of Lobbying Activities, if such person has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered Federal action), which would be prohibited under subparagraph (b)(1) of this clause, if paid for with appropriated funds. (Limitation on Payments to Influence Certain Federal Transactions)	As required with quarterly reporting of any changes.		Contracting Officer	Information
I.8 (c)(4)	All subcontractor disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the prime Contractor. The prime Contractor shall submit all disclosures to the Contracting Officer at the end of the calendar quarter in which the disclosure form is submitted by the subcontractor. (Limitation on Payments to Influence Certain Federal Transactions)	Quarterly as required.		Contracting Officer	Information
I.11(b)	The Contractor shall provide to the Contracting Officer the following data within 10 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier-	As required.		Property	Quarterly submission to BLM per

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
	<p>The name of the supplier;</p> <p>The amount of helium purchased;</p> <p>The delivery date(s); and</p> <p>The location where the helium was used. (Required Sources for Helium and Helium Usage Data)</p>				FAR 8.5
1.19 (c)	<p>The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. (Small Business Subcontracting Plan)</p>	One time		Contracting Officer	Approval
1.19 (j)	<p>Standard Form 294, Subcontracting Report for Individual Contracts. This report shall be submitted to the Contracting Officer semiannually and at contract completion. The report covers subcontract award data related to this contract. This report is not required for commercial plans. (Small Business Subcontracting Plan)</p>	Semi-annually and at completion		Contracting Officer	Validation/Approval
1.19 (j)	<p>Standard Form 295, Summary Subcontract Report. This report encompasses all of the contracts with the awarding agency. It must be submitted semi-annually for contracts with the Department of Defense and annually for contracts with civilian agencies. (Small Business Subcontracting Plan)</p>	Annually		Contracting Officer	Validation/Approval
1.21 (a)	<p>Contractor shall report on the participation of SDB concerns at contract completion, or as otherwise provided in this contract. Reporting may be on Optional Form 312, Small Disadvantaged Business Participation Report, or in the Contractor's own format providing the same information. (Small Disadvantaged Business Participation Program-disadvantaged Status and Reporting)</p>	One time at contract completion.		Contracting Officer	Information
1.31 (d)	<p>The apparently successful offeror agrees to submit, for each item as required prior to award, a Material Safety Data Sheet, meeting the requirements of 29 CFR 1910.1200(g) and the latest version of Federal Standard No. 313, for all hazardous material identified in paragraph (b) of this clause. Data shall be submitted in accordance with Federal Standard No. 313, whether or not the apparently successful offeror is the actual</p>	As required		ES&H	Information

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
1.32 (c)	<p>manufacturer of these items. (Hazardous Materials)</p> <p>The Contractor shall provide all information needed by the Federal facility to comply with the following:</p> <ol style="list-style-type: none"> (1) The emergency planning reporting requirements of Section 302 of EPCRA. (2) The emergency notice requirements of Section 304 of EPCRA. (3) The list of Material Safety Data Sheets, required by Section 311 of EPCRA. (4) The emergency and hazardous chemical inventory forms of Section 312 of EPCRA. (5) The toxic chemical release inventory of Section 313 of EPCRA, which includes the reduction and recycling information required by Section 6607 of PPA. (6) The toxic chemical, priority chemical, and hazardous substance release and use reduction goals of Sections 502 and 503 of Executive Order 13148. (7) The environmental management system as described in Section 401 of E.O. 13148. (Pollution Prevention and Right-to-Know) 	As required.		ES&H	Information
1.33(a)	<p>The Contractor shall notify the Contracting Officer or designee, in writing, 30 days prior to the delivery of, or prior to completion of any servicing required by this contract of, items containing either radioactive material requiring specific licensing under the regulations issued pursuant to the Atomic Energy Act of 1954, as amended, as set forth in Title 10 of the Code of Federal Regulations, in effect on the date of this contract, or other radioactive material not requiring specific licensing in which the specific activity is greater than 0.002 microcuries per gram or the activity per item equals or exceeds 0.01 microcuries.</p> <p>Such notice shall specify the part or parts of the items which contain radioactive materials, a description of the materials, the name and activity of the isotope, the manufacturer of the materials, and any other information known to the Contractor which will put users of the items on notice as to the hazards involved (OMB No. 9000-0107). (Notice of Radioactive Materials)</p>	As required.		ES&H	Information

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
1.37(b)	The Contractor, as owner or operator of a facility used in the performance of this contract, shall file by July 1 for the prior calendar year an annual Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023(a) and (g)), and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106). (Toxic Release Reporting)	Annually	7/1	ES&H	Information
1.46 (a)(1)	By submission of a Disclosure Statement , disclose, in writing, the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. (CAS)	One time.		Finance	Information/A pproval
1.47(b)	Submit to the CFAO a description of any cost accounting practice change as outlined in paragraphs (b)(1) through (3) of this clause (including revisions to the Disclosure Statement, if applicable), and any written statement that the cost impact of the change is immaterial. (Admin. CAS)	As required.		Finance	Information/A pproval
1.59	The Contractor agrees to furnish, by certified mail, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five (5) days of the initiation of the proceedings relating to bankruptcy filing.	One time w/ 15 days of filing for bankruptcy.		Contracting Officer	Information
1.75(b)	Should State tags be required, the Contractor shall furnish the DOE the documentation required by the State to acquire such tags. (Tagging of Leased Vehicles)	As required.		Property	Information
1.86(f)	The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2) . Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. (Nuclear Hazards Indemnity)	As required.		Site Manager	Information
1.88 (a)	Annually, or at other intervals directed by the contracting officer, the contractor shall supply to the contracting officer copies of the reports reflecting the status of recommendations that result from audits of business, financial, or management controls performed by its internal audit activity and any other audit activity. (Management Controls)	Annually.		Finance	Information
1.88(c)	On an annual basis, the Contractor, through an officer at a level above the Laboratory Director, shall submit an assurance to the Contracting Officer that the system of management controls, including all systems revised in accordance with the clause of this Contract entitled, "Application of DOE Contractor Requirements Documents", is adequate to assure that	Annually.		Site Manager	Information

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
	the objectives of the management system are being accomplished and that the system and controls are effective and efficient. (Management Controls)				
1.90(a)	Organization chart. As promptly as possible after the execution of this contract, the contractor shall furnish to the contracting officer a chart showing the names, duties, and organization of key personnel (see 48 CFR 952.215-70) and managerial personnel (see 48 CFR 970.5245-1 (j)) to be employed in connection with the work, and shall furnish supplemental information to reflect any changes as they occur. (Contractors Organization)	After award and then as required.		Site Manager	Information
1.94(f)	Following each evaluation period, the Contractor shall submit a self-assessment within 45 calendar days after the end of the period. (Total Available Award Fee)	Annually		Site Manager	Information/Validation
1.97(b)	Contractor's implementation. The Contractor must draft, implement, and maintain formal policies, practices, and procedures in accordance with this clause, which must be submitted to the Contracting Officer for review and approval. (Work For Others)	After award and then as necessary		Contracting Officer	Approval
1.99(c)	Contracting Officer may require the submission, for approval, of a formal annual overtime control plan whenever Contractor overtime usage as a percentage of payroll has exceeded, or is likely to exceed, 4%, or if the Contracting Officer otherwise deems overtime expenditures excessive. (Overtime Management)	As required.		Contractor Human Resource	Approval
1.100(e)	The contractor shall submit to the contracting officer documentation of its (Safety Management) System for review and approval. (Integration of ES&H into Work Planning & Execution)	As required.		ES&H	Approval
1.101(c)	The Contractor shall prepare and submit reports, at the end of the Federal fiscal year, on matters related to the acquisition of items designated in EPA's Comprehensive Procurement Guidelines that Federal agencies and their Contractors are to procure with recovered/recycled content. (Affirmative Procurement Program)	Annually.		ES&H	Information
1.104	The Contractor shall submit a Diversity Plan to the Contracting Officer for approval within 90 days after the effective date of this contract (or contract modification, if appropriate).	One time	3/30/07	Contractor Human Resource	Approval
1.104	The Contractor shall submit an update to its (Diversity) Plan annually or with its annual fee proposal. (Diversity Plan)	Annually		Contractor Human Resource	Information
1.106(e) (1)	For data other than scientific and technical articles and data produced under a CRADA, the Contractor shall submit in writing to Patent Counsel its	As required.		Patent Counsel	Approval

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
	request to assert copyright in data first produced in the performance of this Contract pursuant to this clause. (Rights In Data-Tech)				
I.106(e)(3)(i)	For computer software, the Contractor shall furnish to the DOE designated, centralized software distribution and control point, the Energy Science and Technology Software Center, at the time permission to assert copyright is given under paragraph (e)(2) of this clause (A) An abstract describing the software suitable for publication, (B) the source code for each software program, and (C) the object code and at least the minimum support documentation needed by a technically competent user to understand and use the software. (Rights In Data-Tech)	As appropriate	60 Days	DOE Energy Science & Technology Software Center	Information
I.106(e)(3)(ii)	Unless otherwise directed by the contracting officer, for data other than computer software to which the Contractor has received permission to assert copyright under paragraph (e)(2) of this clause above, the Contractor shall within sixty (60) days of obtaining such permission furnish to DOE's Office of Scientific and Technical Information (OSTI) a copy of such data as well as an abstract of the data suitable for dissemination purposes. (Rights In Data-Tech)	As appropriate	60 Days	DOE OSTI	Information
I.106(e)(3)(viii)	At any time the Contractor abandons commercialization activities for data for which the Contractor has received permission to assert copyright in accordance with this clause, it shall advise OSTI and Patent Counsel and upon request assign the copyright to the Government so that the Government can distribute the data to the public. (Rights In Data-Tech)	As appropriate		DOE OSTI & Patent Counsel	Information
I.106 (f) (3)	The Contractor must submit the form DOE F 241.4 to DOE's Energy Science and Technology Software Center. (Open Source Software) (Rights In Data-Tech)	As appropriate		DOE Energy Science and Technology Software Center	Information
I.106 (f)(4)	The Contractor shall periodically provide Patent Counsel a copy of the log that the Contractor maintains of software distributed as OSS. (Rights In Data-Tech)	When requested		Patent Counsel	Information
I.106 (g) (1)	Unless otherwise directed by the Contracting Officer, the Contractor agrees to use in subcontracts in which technical data or computer software is expected to be produced or in subcontracts for supplies that contain a requirement for production or delivery of data in accordance with the policy and procedures of 48 CFR Subpart 27.4 as supplemented by 48 CFR 927.401 through 927.409, the clause entitled, "Rights in Data-General" at 48 CFR 52.227-14 modified in accordance with 927.409(a) and including Alternate V. (Rights In Data-Tech)	As required.		Patent Counsel	Approval
I.106 (g)(2)	It is the responsibility of the Contractor to obtain from its subcontractors technical data and computer software and rights therein, on behalf of the	As required.		Patent Counsel/	Approval

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
	Government, necessary to fulfill the Contractor's obligations to the Government with respect to such data. In the event of refusal by a subcontractor to accept a clause affording the Government such rights, the Contractor shall: (i) Promptly submit written notice to the contracting officer setting forth reasons or the subcontractor's refusal and other pertinent information which may expedite disposition of the matter, and (ii) Not proceed with the subcontract without the written authorization of the contracting officer. (Rights In Data-Tech			Contracting Officer	
1.107 (d)	Such implementing procedures (Conflict of Interest Tech Transfer) shall be provided to the contracting officer for review and approval within sixty (60) days after execution of this contract. (Tech Transfer Mission)	One time.	2/28/07	General Counsel	Approval
1.107 (f)(2)	If the Contractor determines that US Industrial Competitiveness clause will not be fulfilled, the Contractor must obtain approval from the CO. (Tech Transfer Mission)	As required.		Patent Counsel / Contracting Officer	Approval
1.107 (g)	The Contractor shall identify and obtain the approval of the CO for any proposed exceptions to not including an Indemnity--Product Liability clause in a written technology transfer agreement. (Tech Transfer Mission)	As required		Patent Counsel / Contracting Officer	Approval
1.107 (h) (2)	The Contractor shall include as part of its annual Laboratory Institutional Plan or other such annual document, a plan setting out those uses to which royalties and other income received as a result of performance of authorized technology transfer activities herein will be applied at the Laboratory. (Tech Transfer Mission)	Annually		Contracting Officer	Information
1.107 (h) (2)	at year end, provide a separate accounting for how the funds (royalties and other income received as a result of performance of authorized technology transfer activities) were actually used. (Tech Transfer Mission)	Annually		Contracting Officer	Information
1.107 (h)(3)	The Contractor shall establish subject to the approval of the CO a policy for making awards or sharing of royalties with Contractor employees, other co-inventors and coauthors, including Federal employee co inventors when deemed appropriate by the CO. (Tech Transfer Mission)	One time.		Patent Counsel / Contracting Officer	Approval
1.107 (i)	The Contractor shall transfer title, as one package, in all patents and patent applications, licenses, accounts containing royalty revenues from such license agreements, including equity positions in third party entities, and other Intellectual Property rights which arose at the Laboratory, to a successor contractor. (Tech Transfer Mission)	At contract expiration or termination		Contracting Officer	Contracting Officer Request
1.107 (j) (1)	The Contractor shall notify and obtain the approval of the contracting officer, prior to entering into any technology transfer arrangement, when such	As required		Patent Counsel /	Approval

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
	technology or any part of such technology is classified or sensitive under Section 148 of the Atomic Energy Act (42 U.S.C. 2168). Such notification shall include sufficient information to enable DOE to determine the extent that commercialization of such technology would enhance or diminish security interests of the United States, or diminish communications within DOE's nuclear weapon production complex.			Contracting Officer	
1.107 (k)	The Contractor shall maintain records of its technology transfer activities in a manner and to the extent satisfactory to the DOE and specifically including, but not limited to, the licensing agreements, assignments and the records required to implement the requirements of paragraphs (e), (f), and (h) of this clause and shall provide reports to the contracting officer to enable DOE to maintain the reporting requirements of Section 12(c)(6) of the Stevenson-Wylder Technology Innovation Act of 1980, as amended (15 U.S.C. 3710a(c)(6)). (Tech Transfer Mission)	Annually		Patent Counsel / Contracting Officer	Information
1.107 (l)	To facilitate DOE's reporting to Congress, the Contractor is required to submit annually to DOE a technology transfer plan for conducting its technology transfer function for the upcoming year, including plans for securing Intellectual Property rights in Laboratory innovations with commercial promise and plans for managing such innovations so as to benefit the competitiveness of United States industry. (Tech Transfer Mission)	Annually	10/1	Contracting Officer	Information
1.107 (n) (1)	Each JWS or proposed CRADA shall be submitted to the contracting officer for approval. (Tech Transfer Mission)	As required		Patent Counsel / Contracting Officer	Approval
1.107 (n) (3) (ii)	the Contractor agrees, at the request of the contracting officer, to transmit such data to other DOE facilities for use by DOE or its Contractors by or on behalf of the Government (Tech Transfer Mission)	As requested		Patent Counsel / Contracting Officer	Perform by lab
1.107 (n)(4) (ii)	Where the Contractor believes that the transfer of technology to the U.S. domestic economy will benefit from, or other equity considerations dictate, an arrangement other than the Class Waiver of patent rights to the sponsor in WFO and UFAs, a request may be made to the contracting officer for an exception to the Class Waivers. (Tech Transfer Mission)	As required		Patent Counsel / Contracting Officer	Approval
1.107(n) (4) (iii)	Rights to inventions made under agreements other than funding agreements with third parties shall be governed by the appropriate provisions incorporated, with DOE approval , in such agreements, and the provisions in such agreements take precedence over any disposition of rights contained in this Contract. (Tech Transfer Mission)	As required		Patent Counsel / Contracting Officer	Approval

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
I.107 (n) (5)(iii)	The requirements of paragraphs (n)(5)(i) and (n)(5)(ii) of this clause shall not apply in a case where the contracting officer is advised by the Contractor in advance of the participation of an employee described in those paragraphs in the preparation, negotiation or approval of a CRADA of the nature of and extent of any financial interest described in paragraph (n)(5)(i) of this clause, and the contracting officer determines that such financial interest is not so substantial as to be considered likely to affect the integrity of the Contractor employee's participation in the process of preparing, negotiating, or approving the CRADA.	As required		Patent Counsel / Contracting Officer	Approval
I.107 (o)	In conducting research and development activities in cost-shared agreements not covered by paragraph (n) of this clause, the Contractor, with prior written permission of the contracting officer, may provide for the withholding of data produced thereunder in accordance with the applicable provisions of paragraph (n)(3) of this clause. (Tech Transfer Mission)	As required		Patent Counsel / Contracting Officer	Approval
I.107 (p)	Submitting a quarterly report , in a format provided by DOE, to the Secretary of Energy, the Administrator for Nuclear Security, the Director of the DOE Office of Dispute Resolution, and the Contracting Officer concerning the number and nature of complaints and disputes raised, along with the Ombudsman's assessment of their resolution, consistent with the protection of confidential and sensitive information. (Technology Transfer Mission)	Quarterly		Contracting Officer	Information
I.108 (b)	If the Contractor is sued for copyright infringement or anticipates the filing of such a lawsuit, the Contractor may request authorization and consent to copy a copyrighted work from the contracting officer. (Authorization & Consent)	As required		Patent Counsel / CO	Approval
I.109 (a)	The Contractor shall report to the Contracting Officer promptly and in reasonable written detail, each notice or claim of patent or copyright infringement based on the performance of this contract of which the Contractor has knowledge. (Notice and Assistance Reporting Patent and Copyright Infringement)	As required		Patent Counsel	Information
I.110	Except as authorized by the Contracting Officer, The Contractor shall obtain indemnification of the Government and its officers, agents, and employees against liability, including costs, for infringement of any United States patent (except a patent issued upon an application that is now or may hereafter be withheld from issue pursuant to a secrecy order by the Government) from Contractor's subcontractors for any contract work subcontracted in accordance with FAR 48 CFR 52.227-3, the Contractor shall seek authorization from the CO. (Patent Indemnity-Subs)	As required		Patent Counsel / Contracting Officer	Approval

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
I.111 (a)	if any royalties are proposed to be charged to the Government as costs under this Contract, the Contractor agrees to submit for approval of the Contracting Officer, prior to the execution of any license, (Refund of Royalties)	As required.		Patent Counsel/CO	Approval
I.111 (d)	The Contractor shall furnish to the Contracting Officer, annually upon request, a statement of royalties paid or required to be paid in connection with performing this Contract and subcontracts hereunder. (Refund of Royalties)	Annually if requested.		Contracting Officer	Information
I.112 (b) (4)	The Contractor may request rights greater than allowed by the exceptional circumstance determination in an exceptional circumstance subject invention by submitting such a request in writing to Patent Counsel at the time the exceptional circumstance subject invention is disclosed to DOE (Patent Rights-M&O Contracts)	As required		Patent Counsel	Approval
I.112 (c)(1)	The contractor will disclose each subject invention to the Patent Counsel within two months after the inventor discloses it in writing to contractor personnel responsible for patent matters. The disclosure to the agency shall be in the form of a written report and shall identify the contract under which the invention was made and the inventor(s) and all sources of funding by B&R code for the invention. (Patent Rights-M&O Contracts)	As required NLT 2 months after contractor has knowledge of invention.		Patent Counsel	Information
I.112 (c) (2)	The Contractor will elect in writing whether or not to retain title to any such invention by notifying the Federal agency within two years of disclosure to the Federal agency. (Patent Rights-M&O Contracts)	As required w/ 2 years or 60 days prior to end of statutory period.		Patent Counsel	Information
I.112 (f) (1)	The Contractor agrees to execute or to have executed, and promptly deliver to the Patent Counsel all instruments necessary to ... (i) establish or confirm the rights the Government has throughout the world in those subject inventions to which the Contractor elects to retain title; and (ii) convey title to DOE when requested under subparagraphs (b) or paragraph (d) of this clause and to enable the Government to obtain patent protection throughout the world in that subject invention. (Patent Rights-M&O Contracts)	As required		Patent Counsel	Information
I.112 (f) (3)	The contractor will notify the Patent Counsel of any decision not to continue the prosecution of a patent application, pay maintenance fees, or defend in a reexamination or opposition proceeding on a patent, in any country. (Patent Rights-M&O Contracts)	As required at least 30 days prior to end of response period		Patent Counsel	Information
I.112 (f)(5)	The Contractor shall establish and maintain active and effective procedures to ensure that subject inventions are promptly identified and timely disclosed and shall submit a written description of such procedures to the	One time.		Patent Counsel	Information

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
	Contracting Officer so that the Contracting Officer may evaluate and determine their effectiveness. (Patent Rights-M&O Contracts)				
1.112 (f)(6)	If the Contractor files a domestic or foreign patent application claiming a subject invention, the Contractor shall promptly submit to Patent Counsel, upon request, the following information and documents (Patent Rights-M&O Contracts)	As required by request.		Patent Counsel	Information
1.112 (g) (5)	If a prospective subcontractor refuses to accept the terms of a patent rights clause, the Contractor shall promptly submit a written notice to the Contracting Officer stating the subcontractor's reasons for such a refusal, including any relevant information for expediting disposition of the matter, and the Contractor shall not proceed with the subcontract without the written authorization of the Contracting Officer. (Patent Rights-M&O Contracts)	As required		Patent Counsel / Contracting Officer	Approval
1.112 (g)(6)	Upon the award of any subcontract at any tier containing a patent rights clause, the Contractor shall promptly notify the Contracting Officer in writing and identify the subcontractor, the applicable patent rights clause, the work to be performed under the subcontract, and the dates of award and estimated completion. Upon request of the Contracting Officer, the Contractor shall furnish a copy of a subcontract. (Patent Rights-M&O Contracts)	As required.		Patent Counsel/CO	Information
1.112 (h)	The Contractor agrees to submit to DOE on request, periodic reports, no more frequently than annually, on the utilization of a subject invention or on efforts at obtaining such utilization that are being made by the Contractor or its licensees or assignees. (Patent Rights-M&O Contracts)	Annually, upon request.		Patent Counsel	Information
1.112 (h)	The Contractor also agrees to provide additional reports as may be requested by DOE in connection with any march-in proceeding undertaken by DOE in accordance with paragraph (j) of this clause. (Patent Rights-M&O Contracts)	As requested.		Patent Counsel	Information
1.112 (i)	Contractor agrees that neither it nor any assignee will grant to any person the exclusive right to use or sell any subject invention in the United States unless such person agrees that any product embodying the subject invention or produced through the use of the subject invention will be manufactured substantially in the United States. However, in individual cases, the requirement for such an agreement may be waived by DOE upon a showing by the Contractor or its assignee that reasonable but unsuccessful efforts have been made to grant licenses on similar terms to potential licensees that would be likely to manufacture substantially in the United States or that under the circumstances domestic manufacture is not commercially feasible. (Patent Rights-M&O Contracts)	As required		Patent Counsel / Contracting Officer	Approval

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
I.112 (m)	<i>Interim reports:</i> Upon DOE's request, the Contractor shall submit to DOE, no more frequently than annually, a list of subject inventions disclosed to DOE during a specified period, or a statement that no subject inventions were made during the specified period; and a list of subcontracts containing a patent clause and awarded by the Contractor during a specified period, or a statement that no such subcontracts were awarded during the specified period. (Patent Rights-M&O Contracts)	Annually as requested.		Patent Counsel	Information
I.112 (m)	<i>Final reports:</i> Upon DOE's request, the Contractor shall submit to DOE, prior to closeout of the contract, a list of all subject inventions disclosed during the performance period of the contract, or a statement that no subject inventions were made during the contract performance period; and a list of all subcontracts containing a patent clause and awarded by the Contractor during the contract performance period, or a statement that no such subcontracts were awarded during the contract performance period. (Patent Rights-M&O Contracts)	One time prior to contract closeout.		Patent Counsel	Information
I.114 (b)	The contractor shall give the contracting officer immediate notice in writing of any legal proceeding, including any proceeding before an administrative agency, filed against the contractor arising out of the performance of this contract. (Insurance Litigation and claims)	As required.		General Counsel	Information
I.114 (d)	The contractor agrees to submit for the contracting officer's approval, to the extent and in the manner required by the contracting officer, any other bonds and insurance that are maintained by the contractor in connection with the performance of this contract and for which the contractor seeks reimbursement. (Insurance Litigation and claims)	As required.		Contracting Officer	Approval
I.119 (j)	The contractor shall prepare and submit annually as of September 30, a "Statement of Costs Incurred and Claimed" (Cost Statement) for the total of net expenditures accrued (i.e., net costs incurred) for the period covered by the Cost Statement. (Payments & Advances)	Annually	10/30	Finance	Approval
I.120 (e)	The contractor shall furnish such progress reports and schedules, financial and cost reports, and other reports concerning the work under this contract as the contracting officer may from time to time require. (Accounts, Records and Inspection)	As required.		Varies	Varies
I.120(i)	Internal Audit Implementation Design. Within thirty (30) days of contract award and each 5 th year of contract performance or upon the exercise of any contract option or the extension of the contract, the contractor shall submit to the contracting officer an Internal Audit Implementation Design to include the overall strategy for the audit activity.	One time and each 5 th year thereafter.	7/1/05	Finance	Approval

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
I.120 (i) (2)	(Accounts, Records and Inspection) Annual Audit Report. By each January 31 of the contract performance period, the contractor shall submit an annual audit report, providing a summary of the audit activities undertaken during the previous fiscal year and their results. (Accounts, Records and Inspection)	Annually not later than 1/31.	1/31	Finance	Information
I.120 (i) (3)	Annual Audit Plan. By each June 30 of the contract performance period, the contractor shall submit to the contracting officer an annual audit plan that reflects the activities to be undertaken during the next fiscal year. The contractor shall design the Annual Audit Plan to test the costs incurred and contractor management systems described in the internal audit design. (Accounts, Records and Inspection)	Annually, not later than	6/30	Finance	Information
I.121(c)	The contractor shall notify DOE in writing whenever the unexpended balance of available funds (including collections available under paragraph (a) of this clause), plus the contractor's best estimate of collections to be received and available during the 45 day period hereinafter specified, is in the contractor's best judgment sufficient to continue contract operations at the programmed rate for only 45 days and to cover the contractor's unpaid fee and any negotiated fixed amounts, and outstanding encumbrances and liabilities on account of costs allowable under the contract at the end of such period. (Obligation of Funds)	As required.		Finance	Information
I.124	The contractor shall submit to DOE for written approval an annual plan for new financial management systems and/or subsystems and major enhancements and/or upgrades to the currently existing financial systems and/or subsystems. (Financial Management System)	Annually.		Finance	Approval
I.130 (a)	The contractor's purchasing system and methods shall be fully documented, consistently applied, and acceptable to DOE in accordance with 48 CFR 970.4401-1. (the DEAR reference requires the submission for approval upon contract award the description of the entire purchasing system.	Upon contract award and prior to implementation of any significant changes.		Contracting Officer	Approval
I.131 (1)(i)	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 practice; applicable Federal Property Management regulations and Department of Energy Property Management regulations, and such directive or instructions which the contracting officer may from time to time prescribe (Property)	As required		Property	Approval

Clause	Requirement	Frequency	Date	Responsible Function Manager	Action Required
App. A Section 3.1.2.f.2	Contractor reports all signing bonuses offered to Contracting Officer. Each salary review year, Contractor submits Compensation Increase Plan (CIP) for review and approval.	As required		Contractor Human Resource	Information
App. A Section 3.1.3	Contractor provides reports of exempt/non-exempt expenditures under the CIP for previous year.	Annual		Contractor Human Resource	Information
App. A Section 3.1.4	Approval of individual salary actions of key personnel.	As required		Contractor Human Resource	Approval
App. A Section 4.0	Benefit changes resulting in increased cost to DOE must be approved in advance by Contracting Officer	As required		Contractor Human Resource	Approval
App. A Section 5.1.1.A	Contractor develops annual training plan with Contracting Officer's input.	Annual		Contractor Human Resource	Collaboration
App. A Section 5.2	Annual reports submitted to Contracting Officer on patent awards made to individuals	Annual		Contractor Human Resource	Information

Contract Requirements Documents (CRDs)

The listing below reflects the current deliverables required by Appendix E of the Contract DE-AC05-06OR23177 for TUNAF. These CRDs will be managed in accordance with contract clauses 1.91 entitled, Laws, Regulations and DOE Directives.

DOE Directive	Title	CRD	Currently in Appendix I	Responsible Manager	Comments
O 110.3	Conference Management	Yes	Yes	Finance	
O 130.1	Budget Formulation	Yes	Yes	Finance	
O 135.1	Budget Execution – Funds Distribution and Control	No	Yes	Finance	
M 135.1-1	Budget Execution Manual	No	Yes	Finance	

DOE Directive	Title	CRD	Currently in Appendix I	Responsible Manager	Comments
O 142.3	Unclassified Foreign Visits and Assignments	No	Yes	Security	
O 151.1C	Comprehensive Emergency Management System	Yes	Yes	ES&H	
O 200.1	Information Mgmt Program	Yes	Yes	Business Systems	
N 203.1	Software Quality Assurance	Yes	Yes	ES&H	
O 205.1	Department of Energy Cyber Security Management Program	Yes	Yes	Business Systems	
M.205.1-2	Clearing, Sanitation, and Destruction of Information Storage Media, Memory Devices, and Related Hardware Manual	Yes	Yes	Business Systems	
N 205.2	Foreign National Access to DOE Cyber Systems	Yes	Yes	Business Systems	
N 205.8	Cyber Security Requirements for Wireless Devices and Information Systems	Yes	Yes	Business Systems	
N 205.9	Certification and Accreditation Process for Information Systems Including National Security Systems	Yes	Yes	Business Systems	
N 205.10	Cyber security Requirements for Risk Management	Yes	Yes	Business Systems	
N 205.11	Security Requirements for Remote Access to DOE and Applicable Contractor Information Technology	Yes	Yes	Business Systems	

DOE Directive	Title	CRD	Currently in Appendix I	Responsible Manager	Comments
	Systems				
N 206.3	Personal Identity Verification	Yes	Yes	Security	
O.210.2	DOE Corporate Operating Expense Program	Yes	Yes	ES&H	
O 221.1	Reporting Fraud, Waste, and Abuse to The Office of Inspector General	Yes	Yes	Finance	
O 221.2	Cooperation With The Office of Inspector General	Yes	Yes	Finance	
N.221.11	Reporting Fraud, Waste and Abuse	No	Yes	Finance	
O 225.1A	Accident Investigation	Yes	Yes	ES&H	
M231.1-1A Chg 1	Environment, Safety, and Health Reporting Manual	Yes	Yes	ES&H	
M 231.1-2	Occurrence Reporting and Processing of Operations Information	Yes	Yes	ES&H	
O 226.1	Implement of DOE Oversight Policy	Yes	Yes	Site Manager	
O 231.1A	Environment, Safety & Health Reporting	Yes	Yes	ES&H	
O 241.1A	Scientific and Technical Information Management	Yes	Yes	Operations	
O 251.1A	Directives System Order	Yes	Yes	Contracting Officer	

DOE Directive	Title	CRD	Currently in Appendix I	Responsible Manager	Comments
M 251.1-1A	Directives System Manual	Yes	Yes	Contracting Officer	
O 341.1	Federal Employee Health Directives	Yes	Yes	ES&H	
O 350.1 Chg 1	Contractor Human Resource Management Programs	Yes	Yes	Contractor Human Resource	
O 350.2A	Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in The Washington, D.C., Area	Yes	Yes	Contractor Human Resource	
O 412.1A	Work Authorization System	No	Yes	Finance	
O 413.1A	Management Control Program	Yes	Yes	Site Manager	
O 413.3	Program and Project Management for The Acquisition of Capital Assets	Yes	Yes	Facilities	
M 413.3-1	Project Mgt for The Acquisition of Capital Assets	No	Yes	Facilities	
O 414.1C	Quality Assurance	Yes	Yes	ES&H	
O 420.1A	Facility Safety	Yes	Yes	ES&H	
O 420.2B	Safety of Accelerator Facilities	Yes	Yes	ES&H	
O 430.1B	Real Property Asset Management	Yes	Yes	Facilities	
O 430.2A	Departmental Energy and Utilities Management	Yes	Yes	Facilities	

DOE Directive	Title	CRD	Currently in Appendix I	Responsible Manager	Comments
O 435.1	Radioactive Waste Management	Yes	Yes	ES&H	
M 435.1-1	Radioactive Waste Management Manual	Yes	Yes	ES&H	
O 440.1A	Worker Protection Management for DOE Federal and Contractor Employees	Yes	Yes	ES&H	
O 442.1A	Department of Energy Employee Concern Program	Yes	Yes	ES&H	
O 450.1 Change 2	Environmental Protection Program	Yes	Yes	ES&H	
M 450.3-1	DOE closure process for Necessary and Sufficient Sets of Standards.	No	Yes	ES&H	
O 451.1B Chg 1	NEPA Compliance Program	Yes	Yes	ES&H	
O 460.1B	Packaging and Transportation Safety	Yes	Yes	ES&H	
O 460.2A	Departmental Materials Transportation and Packaging Management	Yes	Yes	ES&H	
M 460.2-1	Radioactive Material Transportation Practices	Yes	Yes	ES&H	
O 470.2B	Independent Oversight and Performance Assurance Program	Yes	Yes	ES&H	
O 470.4	Safeguards & Sec Program	Yes	Yes	Security	
O 471.3	Identifying and Protecting Official Use Only Information	Yes	Yes	Security	

DOE Directive	Title	CRD	Currently in Appendix I	Responsible Manager	Comments
M 471.3-1	Manual for Identifying and Protecting Official Use Only Information	Yes	Yes	Security	
O 475.1	Counterintelligence Program	Yes	Yes	Security	
N 481.1A	Reimbursable Work for Department of Homeland Security	Yes	Yes	Contracting Officer	
O 481.1C	Work for Others (non-department of energy funded work)	Yes	Yes	Contracting Officer	
M 481.1-1A	Work for Others (Non Department of Energy Funded Work)	Yes	Yes	Contracting Officer	
O 482.1	DOE Facilities Technology Partnering Programs	Yes	Yes	Contracting Officer	
O 483.1	DOE Cooperative Research and Developments Agreements	Yes	Yes	Contracting Officer	
M 483.1-1	DOE Cooperative Research and Development Agreement Manual	No	Yes	Contracting Officer	
O 534.1B	Accounting	Yes	Yes	Finance	
O 540.1A	Departmental Business Instrument Numbering System	No	Yes	Contracting Officer	
O 551.1B	Official Foreign Travel	Yes	Yes	Finance	
M 552.1-1	U.S. Department of Energy Travel Manual	No	Yes	Finance	
M 573.1-1	Mail Services Manual	Yes	Yes	Property	

DOE Directive	Title	CRD	Currently in Appendix I	Responsible Manager	Comments
O 580.1	DOE Personal Property Management	Yes	No	Property	
O 1340.1B	Management of Public Communications Publications and Scientific, Technical, and Engineering Publications	No	No	Operations	
O 1350.1	Audiovisual and Exhibits Management	No	No	Operations	
O 1450.4	Consensual Listening-in to or Recording Telephone/Radio Conversations	No	No	Security	
O 5400.5 Chg 2	Radiation Protection of The Public and The Environment	No	Yes	ES&H	
O 5480.4 Chg 1	Environmental Protection, Safety, & Health			ES&H	