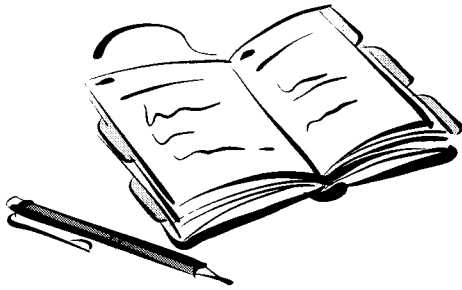


## CONTRACT MANAGEMENT PLANNING



### Guiding Principle:

✓ Sound planning for the management of DOE's contracting is essential to the success of the Department's missions.

### Applicability:

This section is applicable to elements of the Department of Energy but not to the National Nuclear Security Administration (NNSA). NNSA guidance is contained in a separate "Guide to Creating a Contract Management Plan," March 2002.

### References:

- FAR 46.4, "Government Contract Quality Assurance"
- DEAR 970.1100-1, "Performance-based Contracting"
- OFPP Memorandum of August 8, 1997, "PBSC Checklist"
- DOE Acquisition Guide, Chapter 7.1, "Acquisition Planning"
- DOE Acquisition Guide, Chapter 37, "Service Contracting"
- DOE Acquisition Guide, Chapter 71.1, "Headquarters Review of Contract and Financial Assistance Actions"

### What Is the Purpose of this Section?

The purpose of this section is to set forth guidance on proper contract administration planning under applicable DOE contracts.

### What is the Background Information You Need to Know?

In October 1994, the Office of Federal Procurement Policy (OFPP) published the "Guide to Best Practices for Contract Administration." The OFPP guide considered the use of contract administration plans to be a best practice. DOE has broadened the

term to Contract Management Plan (CMP) to indicate the importance of managing our contracts as they evolve into more complex performance-based instruments. Because performance-based contracting necessitates our telling contractors “what” to perform (through the contract and through other communications) but not “how” to accomplish it, the art of contract management is becoming a more refined and complex discipline.

The purpose of a CMP is to assist sites in developing an appropriate level of planning for contract management commensurate with the level of complexity and involvement by members of the contract management team (project managers, program managers, attorneys, and financial and procurement officials) throughout the term of the contract. Contracts typically place many duties and responsibilities on both the contractor and Government. Identifying these roles and responsibilities early on as well as applying the appropriate level of surveillance and risk mitigation is critical to the success of these contracts. The level of detail may vary, depending on the complexity of the contract and/or its project(s). The attached Guide is provided to assist the Department in formulating a structured and integrated systematic approach for performing contract management planning.

### **What is the Guidance Contained in this Section?**

Contract Management Plans, in accordance with the attachment to this section, shall be prepared and utilized for:

- Management & Operating (M&O) contracts;
- Major site and facility contracts for performance of work at current or former M&O contract sites and facilities;
- Contracts subject to the requirements of DOE O 413.3, “Program and Project Management for the Acquisition of Capital Assets,” and any successor directives; and,
- Procurement Directors should consider the use of a contract management plan for other service contracts where one or more of the following elements are present:
  - (1) The dollar value of the contract is significant;
  - (2) Contract administration is of a sufficiently complex nature to require a CMP because of unique contract terms and conditions (including contract type);
  - (3) The contracting office has little or no historical familiarity with the contract requirements;
  - (4) The number of contracting officer’s representatives requires a greater degree of coordination; or,
  - (5) Any other factor which the Contracting Officer (CO) believes warrants an enhanced level of contract administration.

A key component of effective contract management is the use of an integrated team to ensure that the individuals involved in contract management function together as a real team dedicated to the common goal of successful performance of the contract. The need to establish a contract management team is important even when a formal CMP is not used. A good practice is to plan for the contract management and administration of the contract prior to the award. Teaming early on reduces risk both to the Government and the contractor by leveraging resources and technology to meet customer and contractor expectations alike.

The following factors should be considered when creating a Contract Management Plan and at other times when building an integrated approach to contract management:

- ✓ The Contract Management Team (CMT) should be created during the formation of the acquisition strategy phase and should continue as a functioning team through contract award and until all requirements under the contract are satisfied and the contract is closed. See DOE Acquisition Guide, Chapter 7 for addressing contract management issues and risks during the acquisition planning phase. The CMT may consist of the same membership as the Integrated Project Team (IPT) required by DOE O 413.3. In parallel to creating the acquisition strategy and the acquisition planning documents, the participating contracting officer and IPT should:
  - (1) Form very clear criteria for measuring contract success,
  - (2) Develop a strategy for meeting project objectives, and
  - (3) Draft a strategy for managing unique terms and conditions (i.e., Government furnished materials or information).
- ✓ The criteria for success are pivotal when determining the contractor's incentive award. Upon contract award, the designated contracting officer has the lead in coordinating and finalizing the CMP. The key word here is "coordinating" because the entire CMT should be involved in ensuring that the CMP covers all significant contract management issues and forms a cohesive and coherent plan for successfully managing the contract. For contracts that have been awarded, the CMT should begin by implementing an effective team approach to managing the contract by emphasizing effective communications and coordination among all members of the team on all issues pertaining to contract performance.
- ✓ With the early involvement of the CMT, the team will be able to appropriately merge the key objectives of the contract into the Contract Management Plan (CMP) and fully integrate all necessary contract management functions including project management, financial management, and contract management by forming a clear and deliberate process for managing the contract.
- ✓ The membership of the CMT by necessity should include representatives from the program officials, project officials, Contracting Officer, financial officials, legal counsel, Environmental Safety and Health (ES&H) officials, federal safeguards and

security officials, and the designated Contracting Officer's Representative (COR) (if different than the Project Manager), technical monitors, and contractor delegates (when appropriate).

- ✓ The roles and responsibilities of the CMT should evolve to those of measurement, evaluation and management with clear lines of responsibility and accountability to promote a forum in which all the parties conducting contractor oversight have a well defined and integrated strategy for managing the contract.
- ✓ DOE Field Offices should confirm that those performing the duties of contractor oversight are adequately trained and appropriately placed within the organization to meet the challenges of performance measurement and evaluation of the contractor. This includes providing adequate training on the unique aspects of performance-based contracting, measuring predetermined work scope validation and performing earned value analysis as appropriate to uncover potential risk areas and in preparing more accurate forecasts of completion costs as well as understanding all aspects of the contract.
- ✓ The formal designation of a Contracting Officer's Representative (COR) is essential to streamlining and integrating all technical aspects of contractor oversight. In cases where it is necessary to designate multiple COR(s) because of the complexity of the contract, it becomes vital to ensure all parties communicate and work in concert with each other. Regular meetings and coordination are necessary to eliminate and/or mitigate issues as well as to develop a more disciplined approach to providing technical direction to the contractor.
- ✓ To streamline communications and minimize unnecessary interface with the contractor, individuals subordinate to the COR who are subject matter experts and perform day-to-day operational awareness, should receive appropriate training for performing contractor oversight and should be formally designated as "Technical Monitors" with responsibilities confined to monitoring and reporting the contractor's performance and providing immediate feedback to the COR and/or CO.
- ✓ Organizationally, when a COR manages and/or supervises a CO, there is a potential for a conflict of interest. This may be especially problematic when the COR does not have training in contracting and procurement issues. This conflict of interest may arise when a CO makes a decision on a contractual issue and the COR supervisor elects to overturn that CO decision for technical or other business reasons while unaware of the contractual ramifications of such an action. Early and frequent communication to ensure that all parties understand both the technical and contractual issues is paramount to avoiding or mitigating such situations. This will merge considerations for any of the COR's technical/business concerns and the CO's contractual concerns into the final decision. The parties should establish cooperative ways to resolve any disagreements that may arise during contract performance.

**What are the Review Requirements for CMPs?**

When CMPs are required, they are to be submitted to the Office of Contract Management in accordance with Chapter 71.1, Headquarters Review of Contract Actions.

**DEPARTMENT OF ENERGY**



*A GUIDE FOR*

**CONTRACT MANAGEMENT  
PLANNING**

September 2006

U. S. Department of Energy  
Office of Procurement and Assistance Management  
Washington, D.C. 20585

*Contract Management Planning*

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## **BACKGROUND**

Contract “administration” has been in the lexicon for quite some time and is used in the regulations governing Government procurement. The reason for using the word “management” rather than “administration” is to convey the broader context in which the administration and management of the contract occurs. “Contract management” includes a broader multi-disciplinary approach to contractor oversight. It encompasses the technical and administrative responsibilities in managing the contractor’s performance.

To deliver on how the Department of Energy (DOE) will successfully manage its contracts, the Contracting Officer (CO) should work closely with all necessary disciplines during the early development of the acquisition strategy and project execution planning to more fully integrate the project objectives with contract management planning. Through early integration and strategic planning, project objectives are preserved and made part of the Contract Management Plan (CMP).

Contract management involves those activities performed by the entire Contract Management Team (CMT) (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 to the requirements of the contract. It encompasses the management of all dealings between the Government and the contractor from the time the contract is awarded until the work has been completed and accepted or the contract is terminated, payment has been made, and disputes have been resolved. As such, contract management constitutes that primary part of the acquisition process that assures the Government gets what it pays for.

The CMP should blend technical, financial, and business aspects of the performing contractor as well as combining the Governmental responsibilities of reducing risk, managing performance-based incentives, conducting quality assurance, and adjusting to changing priorities. Good planning builds effective partnerships between both parties, open communications, clear expectations, and defines roles and responsibilities for getting the job done.

With the Department spending a majority of its budget on contracted services and products, contract management should be a core competency of the organization. To achieve core competency, an organization should ensure that those performing the duties of contractor oversight are adequately trained and appropriately placed within the organization to meet the challenges of performance measurement and management of the contractor.

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



## **WHAT IS THE PURPOSE OF A CONTRACT MANAGEMENT PLAN?**

The purpose of a CMP is to assist sites in developing an appropriate level of planning commensurate with the level of complexity and involvement by project managers, program managers, and financial and procurement officials throughout the contract term. Contracts typically place many duties and responsibilities on both the contractor and Government side. Identifying these roles and responsibilities early on as well as applying the appropriate level of surveillance and risk mitigation is critical to the success of these contracts. The level of detail may vary depending on the complexity of the contract and/or its project(s).

Contract management should focus on obtaining supplies and services of requisite quality, on time, and within cost. While the legal requirements of the contract are determinative of the proper course of action of Government officials in administering a contract, the exercise of skill and judgment is required in order to protect the public's interest.

Factors influencing the degree of contract management include the nature of the work, the type of contract, and the experience and commitment of the personnel involved. The CMP should adequately specify:

- ✓ the performance requirements of the statement of work;
- ✓ the method for conducting quality inspections, assessments, evaluations, etc.;
- ✓ individuals and their major roles, responsibilities, authorities, and limitations,
- ✓ Governmental milestones; and
- ✓ level and types of surveillance, roles and responsibilities of key participants (management, project manager, contracting officer, etc.) to ensure those performing the oversight have a clear understanding of the objectives.

## **WHEN IS A CONTRACT MANAGEMENT PLAN NECESSARY?**

A specific challenge facing most sites that have historically managed major site facility contracts such as, management and operating (M&O) contracts, is the Department's implementation of performance-based contracts and more recently the use of cost plus incentive fee contracts. These new methods have presented interesting challenges to the way we do business. We must now look at ways to enhance our infrastructure to accommodate these new contract mechanisms. A CMP can help bring about a cultural change by identifying a new behavior in managing these performance-based contracts (a behavior that focuses more on performance measurement).

Regardless of contract type, a CMP helps to fuse human resources and activities into one corporate business oversight strategy. This should be a strategy that best describes the Government's approach in managing its contracts from the point of award through completion.

Ideally, a strategy for the CMP should be prepared during the acquisition strategy phase of the procurement cycle.

**WHAT ARE THE APPROVAL REQUIREMENTS FOR CONTRACT MANAGEMENT PLANS?**

In accordance with Acquisition Guide Chapter 71.1, Headquarters Review of Contract and Financial Assistance, the CMP should be submitted to the Contract Administration Division (MA-622) for approval.

If the CMP is not included in the review package of contract or major contract modification documents submitted to the Office of Contract Management (MA-62), the CMP should be submitted subsequently directly to MA-622. The CMP should be submitted for approval not later than 30 days after contract or major contract modification award. The CO should coordinate with the CMT, obtain their various inputs, and finalize the CMP to reflect the Government's "game plan" for ensuring contract success.

**WHAT IS THE LINK BETWEEN THE PERFORMANCE EVALUATION MEASUREMENT PLAN (PEMP) AND THE CONTRACT MANAGEMENT PLAN?**

To more effectively manage performance in mission critical areas, the Department develops a PEMP or similar document that incorporates performance objectives, measures and expectations allocated to the performance of specific tasks reflecting their priority and value to the Government. Much of the remaining work, i.e., work that is not mission critical, may not have fee directly associated with it, but may have fee paid contingent upon it being performed at a satisfactory level and within schedule. This approach encourages the contractor to meet the requirements of the PEMP as well as all other contractual requirements.

The PEMP is a tool for managing a contract and is viewed as a function within contract management. It is designed to measure contractor performance against specific performance objectives and measures and not the entire environment within which the contracted effort is proceeding.

Although business and financial areas connected to the performance measures are tracked and monitored as necessary, other areas do not receive the same level of analysis. A well-developed CMP would identify these gaps and would ensure that all areas are monitored to ensure compliance with the contract terms and conditions.

**WHAT ARE SOME KEY COMPONENTS OF A CONTRACT MANAGEMENT PLAN?**

The following is a sampling of key components that should be considered when drafting a CMP. This list is not meant to be all-inclusive. Attachment 1 to this Guide is a CMP template to assist sites in structuring a plan. The template format and headings are provided as guidance. Consequently, the CMP should be tailored to the unique management requirements of the contract.

Also, not all areas may apply to your contract; therefore, you should select only the ones that

apply. If there are other areas pertinent to your contract, please include.

Remember, the goal of the CMP is to identify the activities to be performed by Government officials in managing and administering the contract, particularly the measuring and monitoring of the contractor's performance. Many of the documents (QASP, PEMP, Risk Management Plans, etc.) mentioned herein may already exist separately and therefore should be included as attachments or references within the CMP. The goal is not to duplicate what is contained within these documents but to tie these documents into a cohesive management strategy.

1. A brief introduction and background on the scope of work, place of performance and goals of the contract.
2. The identification of key contract management team members, including authorities and limitations, of the CO, Contracting Officer Representative (COR), Technical Monitors (TM), Federal Project Directors, quality assurance monitors, facilities representatives, program officials, contractor human resource management specialists, or other Program Office Security Officials, etc. to further clarify the Government's roles and responsibilities.
3. Contractor name, contract type and number, key contractor personnel, performance period and total contract value.
4. A method for developing, negotiating, approving, and monitoring performance-based objectives, measures, expectations, and incentive fee arrangements. Include roles and responsibilities of those organizational elements (program and project management, financial management, and procurement) that have a direct role.
5. A listing of key contract vulnerabilities or performance risk areas that are inherent in the contract and describe the provisions for dealing with these, including, but not limited to the following:
  - ✓ Both the tangible and intangible realms of agency reputation, safeguards and security, operations interruption, third party liability, environmental liability, pollution, diverse operating risk factors and program liability.
  - ✓ Uncertainty in the future outcome of a specific task, contract milestone or deliverable.
  - ✓ The coordination with other sites as necessary to ensure timely agreements, shipments, receiverships, and any other support necessary to ensure the unencumbered success of the contract.
  - ✓ Achieving completion of one or more critical milestones that could impact the next phase of performance (preliminary designs, design and build, procurement of long-lead items, regulatory approvals, Environmental Protection Agency milestones, etc.).

- ✓ Major performance areas (waste management, science, safety, safeguards and security, Environment, Safety and Health (ES&H), operations, environmental clean up, project management, cost controls, etc.) that may have a level of risk or uncertainty to successfully achieving performance.
  - ✓ The delivery of Government provided information, data, and equipment that if not delivered timely may have an impact on performance, cost and/or schedule.
  - ✓ A formal Risk Management Plan, to the extent required by DOE O 413.3, must be integrated into the CMP. Participants' roles and responsibilities in both Plans should be clearly established.
6. A listing of Post-Contract Liabilities that are the sum total of liabilities for contractor employees and their beneficiaries, including a strategy for dealing with these liabilities.
  7. A strategy that provides for the inspection and acceptance process that conforms to quality assurance requirements and provides risk identification through inspection and data verification.
  8. Key performance metrics for determining contractor progress, quality of performance, and cost expenditures, etc.
  9. Contract transition planning from an incumbent contractor to a new contractor and/or contract type; include transition strategies, schedules and list parties responsible for facilitating a smooth transformation.
  10. A strategy to monitor and ensure that the Contractor conducts expedient reporting and processing of employee compensation claims and develops a proactive approach to settling or closing open claims to reduce the length of time a worker's compensation insurance policy or contract remains open.
  11. An effective strategy for cost reduction by removing non-value added directives/requirements.
  12. A listing of major contractor milestones, performance incentives, and reporting requirements along with the names of those individuals responsible for review and approval.
  13. The structure for managing the change control process to scope, cost and schedule as well as mitigating variances to approved scope, cost or schedule. Identify individuals responsible for the review and approval of these baseline change proposals and variances.
  14. Voucher processing or reviewing cost reports are an important aspect of contract management. Payment to the contractor for supplies and services rendered is the Government's obligation under the contract. A plan or process for quickly and efficiently meeting this obligation is essential.

15. A strategy for managing any unique terms and conditions of the contract (i.e., Government-furnished property, information, receiverships, etc.). Simply listing the contract terms and conditions may not be sufficient. Certain terms and conditions may represent significant risks or management issues. Just for one example, the terms and conditions associated with the provision of Government furnished services, information, etc., may be associated with risks or management challenges so critical to the successful management of the contract requirements as to necessitate addressing in the CMP. In such cases, identifying the responsible individual(s) and addressing the management strategy and processes may be appropriate. However, as mentioned elsewhere in this guidance, there is no intention of making the CMP redundant to other existing documents such as risk mitigation plans, etc. To the extent that such documents may exist, it may be sufficient to reference the individual responsible and the pertinent documents in the CMP.
16. A contractor litigation management outline listing what litigation is outstanding, approximate value, responsible parties and duration is a good way to track for budgeting purposes and general awareness when undergoing contract transition.
17. Partnering agreements with the state, community or other entities that are critical to the success of the contract should be referenced and parties responsible for nurturing these agreements should be identified.
18. A strategy for what records will be transferred to the new contract or maintained with the expired contract is necessary to ensure that the Government is protected and that there is a good records management program.
19. A strategy to ensure the contractor submits a proposed settlement of costs for Post Contract Liabilities that includes adequate documentation that is supported by a reasonable audit trail as to measurement, composition, cost methods and actuarial assumptions.
20. A contract closeout strategy, as necessary, when the contract is physically complete.

#### **ARE THERE ANY OTHER SPECIAL EMPHASIS AREAS?**

Yes, there are several special emphasis areas that should be included when designing a CMP. Each office is encouraged to include emphasis areas specific to the circumstances of the contract as well as the areas provided herein.

#### **Post Award Conference:**

Good contract management starts with a post award conference, either by conference, letter, or some other form of communication. This communication process can be a useful tool that helps the Government and contractor achieve a clear and mutual understanding of the contract requirements. It also helps the contractor understand the roles and responsibilities of the Government officials who will manage the contract.

A pre-meeting with applicable project, program, and contracting officials prior to the post award conference ensures a continued focus on project objectives and anticipated outcomes. Consistent with project objectives, the program office should describe their desired characteristics of contract success. The team should address how to facilitate communications both between and within the Government and contractor organizations.

Topics for the post-award conference include identifying the roles and responsibilities of government personnel managing the contract, quality control and testing, specific contract deliverable requirements, special contract provisions and conditions, surveillance requirements and responsibilities, voucher review and approval process, etc.

It is also a good idea to solicit from the contractor its approach to contract execution. For example, how will it manage the performance incentives, work prioritization, quality control, risk reduction, internal and external relations, scheduling conflicts, and critical path and project management?

With the exchange of approaches to contract management and execution, both parties start off with a clear understanding of each other's intent.

#### **Project Management:**

Whenever the contract to be administered contains the requirements of DOE O 413.3, *Program and Project Management for Acquisition of Capital Assets*, the CO should ensure that program and project management requirements are integrated into the CMP as appropriate. Recently, the Office of Management and Budget and the Government Accountability Office have placed increased emphasis on the effective management of projects across the Federal Government and at the DOE in particular. 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). To the extent that contracts contain a requirement for DOE O 413.3, CMPs should address the application of the Order and the use of EVMS in particular. The roles of the Contracting Officer, Project Director and other key individuals and their responsibilities relating to DOE O 413.3 and EVMS should be discussed in the CMP.

#### **Quality Assurance Surveillance Plan:**

If a contract is a performance based service contract, then it must have a Quality Assurance Surveillance Plan (QASP).

The Government may either prepare the QASP or require the offerors to submit a proposed QASP for the Government's consideration in development of the Government's plan. The contract quality assurance shall be performed at such times (including any stage of manufacture or performance of

services) and places (including subcontractors' plants) as may be necessary to determine that the supplies or services conform to contract requirements. QASPs should be prepared in conjunction with the preparation of the statement of work. Since the QASP is intended to measure performance against standards in the statement of work, these interdependent documents should be linked. The plans should specify all work requiring surveillance; and the method of surveillance.

Requirements and guidance for quality assurance and QASPs are discussed at 46.4 and in the "7 Steps to Performance Based Services Acquisition Guide". It should be noted that the quality assurance plan discussed in the "7 Steps to Performance Based Services Acquisition Guide" and the QASP discussed at FAR 46.4 refer to the same document.

#### **Written and Oral Direction:**

The CO, in coordination with the COR and the program office, should strive to provide a structured and integrated approach for coordinating written and oral direction to a contractor on technical and contractual matters. The CMP should identify who is authorized to give direction to the contractor both orally and in writing. Normally, oral and written direction is limited to the CO and the COR (with limitations). However, when it is necessary to give oral directions to the contractor, it should always be followed up in writing.

#### **The Role of the Contract Management Team:**

The Contract Management Team (CMT) consists of all participants in Government acquisition, including not only representatives of the technical and procurement communities, but also the customers they serve, and the contractors who provide the products and services. The primary team members are the CO, COR, TM(s), Project Director, etc. The CMT may be augmented with other subject matter experts (local federal safeguards and security director, ES&H, as well as other critical functional areas) as necessary. The Team is responsible and accountable for the wise use of public resources as well as acting in a manner which maintains the public's trust. Fairness and openness require open communications among team members, internal and external customers, and the public.

As referenced in FAR subpart 1.602-2, CO's are responsible for ensuring performance of all necessary actions for effective contracting, ensuring compliance with the terms of the contract, and safeguarding the interests of the United States. CO's are challenged to take the lead in encouraging business process innovations and ensuring that business decisions are sound. This new mind-set opens the door for Contracting Officers to be business managers and strategists.

The COR plays a critical role in affecting the outcome of the contract management process. It is absolutely necessary that those entrusted with the duty to ensure that the government gets all that it has bargained for be competent in the practices of contract management and aware of and faithful to the contents and limits of their delegation of authority.

Within the Department, most CORs are Senior Managers with direct Contractor oversight

performed by subordinates. These subordinates are usually subject matter experts that provide specialized monitoring of the contractor in Program and Project areas, such as Quality Assurance, Safeguards and Security, and ES& H. To formalize this practice, these individuals should be formally designated as TM(s) for the COR and should therefore be trained in contract management.

The TM does not usually have specific delegations of authority to act as a designated COR and therefore cannot direct the contractor, redirect scope, or impact the contract in any way. However, the TM plays a vital role in providing day-to-day oversight of the contractor's performance and in communicating results to the CO and COR.

Project Directors are responsible, in part, for successfully developing, executing, and managing projects within the approved Performance Baseline in accordance with DOE O 413.3. They are responsible for project management activities for discrete projects under their cognizance. They are accountable for planning, implementing, and completing a project using a systems engineering approach. They serve as the Contracting Officer's Technical Representative, as appointed. The CMP should discuss the responsibilities of the Project Director under the contract. Also, the CMP should discuss the certification the Project Director in accordance in DOE O 361.1A. If the Project Director does not have the required certification level, the CMP should discuss the steps being taken to obtain the required level of certification.

In order to promote a corporate oversight strategy, the Team should convene regular meetings with top-level contractors, procurement, and program officials to discuss the contractor's performance, delivery schedules, quality of services, safeguards and security issues, risk issues, cost and any other contractual matters. To promote continued communications, regularly scheduled meetings between the CO and COR should be conducted.

It is essential that only the members of the Team with the appropriately delegated authorities give direction. These individuals should be identified in writing to the contractor along with any limitations on authorities. The identification of these individuals at the time of contract award streamlines the process and eliminates and/or minimizes interruptions, schedule delays, unnecessary cost impacts, and false starts. This is especially necessary when there are multiple COR(s) monitoring and directing contractor performance within their functional areas.

#### **WHAT ARE SOME SAMPLE TASKS PERFORMED BY THE GOVERNMENT PERSONNEL?**

- ✓ Monitoring contractor's quality assurance program;
- ✓ Furnishing government resources, information, data or equipment;
- ✓ Reviewing and responding to contractor reports/requests;
- ✓ Owner in-process inspection, assessment, acceptance, deliverable review, etc.;
- ✓ Certifying costs incurred or physical progress for cost reimbursement and fee payment purposes;
- ✓ Assessing/validating performance in the manner required by the contract (Earned Value



- Management System, etc.);
- ✓ Developing/submitting annual budget plans;
- ✓ A general awareness of personnel/labor;
- ✓ Assessing regulatory compliance;
- ✓ Data verification;
- ✓ Evaluating cost reports;
- ✓ Reviewing potential problem or risk areas;
- ✓ Developing milestones for reports from government team members;
- ✓ Monitoring compliance with subcontracting plans;
- ✓ Assessment validation;
- ✓ Peer reviews; and
- ✓ Lab appraisals.

### **HOW CAN I USE THE CONTRACT MANAGEMENT PLAN TO ENSURE SUCCESSFUL CONTRACT PERFORMANCE?**

- ✓ By coordinating and soliciting input from all Government staff that play an active role in contract management and contractor oversight;
- ✓ By disseminating the CMP for all parties to become familiar with and refer to on a daily basis;
- ✓ By conducting a special session with the contractor on the goals and objectives of the CMP as well as identifying the individuals with key roles and responsibilities;
- ✓ By meeting regularly with all parties performing contractor oversight to share contractor status on all technical, financial, business areas, discuss any key contract vulnerabilities or performance risk areas, decide on any course of action, and determine any future activities;
- ✓ By tracking and reporting on milestones from the CMT, contractor deliverables and identifying and taking immediate action on any risk areas that may develop during contractor performance; and,
- ✓ Finally, as the contract progresses, you may find it necessary to shift responsibilities or add tasks that could not have been anticipated at the time of award. Therefore, over the life of the contract, you will need to update your plan to reflect these developments.

Your goal is to identify what must be done, when it must take place, who must do it and as necessary, how and where it is to be accomplished.

**CONTRACT MANAGEMENT PLAN TEMPLATE (Optional)**

**CONTRACT MANAGEMENT PLAN**

**CONTRACTING ACTIVITY NAME**

**CONTRACT NUMBER**

**DATE**

---

**Name**

**Contracting Officer**

**Office Symbol, Telephone Number**

**Date**

---

**Name**

**Head of Contracting Activity (HCA)**

**Office Symbol, Telephone Number**

**Date**

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**CONTRACT MANAGEMENT PLAN FOR THE *CONTRACT ACTIVITY NAME***

Please note that this template contains key components that should be considered when drafting a Contract Management Plan (CMP). This list is not all-inclusive and all areas may not apply to your contract. Also, include other components or areas pertinent to your contract.

In addition, information required in the CMP may already exist under another document (i.e. Functional Requirement Accountability Management, Performance Evaluation Measurement Plan (PEMP), Quality Assurance Surveillance Plan (QASP), Risk Management Plans, etc.). You should include these documents as attachments or references within the CMP to create a cohesive management strategy.

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

**Purpose of the Contract Management Plan**

This section should address the purpose of the Contract Management Plan as it directly relates to the project or program. The purpose should include the value or benefits, intended audience, and the uses of the CMP. See pages 2 and 10 of the Guide for Contract Management Planning for the general purpose and uses of the CMP to ensure successful contract performance.

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

In this section, provide a summary of the project or program. This section should include the type of work being performed, the goals of the contract, the place of performance, and significant features of the contract. See Section C of the contract.

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

This section should identify individuals (e.g. Contracting Officer, Contracting Officer Representative, Technical Monitors, Federal Project Director, quality assurance monitors, facilities representatives, program officials, contractor human resource management specialists, organizational property management officer, or other Program Office Security Officials, etc.) that have direct contract oversight responsibilities in ensuring that the government receives the deliverables and services identified in the contract. These individuals may consist of the same membership as the Integrated Project Team (IPT). See page 8 of the Guide for Contract

Management Planning for general roles and responsibilities of the contract management team members.

### 3.0 Contract Management Team Coordination

The CMP should incorporate detail and specificity regarding identification of the members of the contract management team, the IPT, and their responsibilities. How the members of contract management team and the IPT are integrated to interact to resolve contract management issues is key to effectively managing the contract. The CMP should state how the team members relate to, and coordinate with, each other. Discuss how post award conferences, regular meetings, ad hoc meetings, established relationships, etc. are used to identify, analyze and resolve contract management issues and challenges.

### 4.0 Contract Identification

The CMP should include the following contract information.

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

### 5.0 Contract Management Processes

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

#### 5.1 Contract Transition Planning

Address the plan for transitioning from an incumbent contractor to a new contractor

and/or contract type and the plan for ensuring that government furnished items, property, or information is accounted for (The incumbent contractor is responsible for reconciling discrepancies.). Include transition strategies, schedules and identify the individuals responsible for facilitating a smooth transition.

## **5.2 Contract Communication Protocol**

In the following sections, address how formal, informal and outside communication is expected to flow. See page 8 of the Guide for Contract Management Planning for information on written and oral direction.

### **Formal communications with the Contractor**

Include in this section technical direction to the contractor, correspondence instructions, and correspondence controls and tracking systems. This section should reference contract requirements regarding formal communication.

### **Informal communications**

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

### **Outside Communications**

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

## **5.3 Government Furnished Services/Items (GFS/I) Review Process**

Reference any government furnished services, items, property, or information identified in the contract. Also, in this paragraph, discuss the strategy for furnishing and monitoring the GFS/I and the strategy for ensuring the contractor maintain lifecycle accountability of all furnished sensitive and high risk property including contaminated assets. If applicable, address the approach for ensuring the contractor complies with DOE O 580.1 and property clauses identified in the contract. Identify the key individuals responsible for ensuring timely provisions to the contract. Include government reviews approvals and performance, cost and/or schedule impacts if not timely delivered Below is an illustration of a table delineating the GFS/I identified in the contract.

Scope	Requirement	GFS/I	Responsible Individual
The Contractor shall support DOE by performing infrastructure support described in Section C, PWS.	DOE shall ensure Government controlled data systems are available for Contractor access as needed to provide infrastructure activities.	DOE will ensure the following systems are available to the Contractor throughout the period of performance of this contract:  Integrated Planning Accountability and Budget Systems  Facility Information Management System	Project Manager
The Contractor shall store, characterize, process, package, ship and dispose of waste in accordance with applicable laws, regulations and DOE directives.	DOE shall provide disposal rates and requirements for waste.	DOE will provide estimated disposable rates by within 30 days of request.	Contracting Officer Representative

#### 5.4 Method for Monitoring Performance-Based Objectives

Describe the methods for monitoring and evaluating the performance-based objectives. The Quality Assurance Surveillance Plan (QASP) addresses the methods for monitoring performance against the contract. This section should address contractor oversight (e.g. field inspections, monthly assessment of project status, contract administration, deliverable reports, budgetary data, physical inspections, etc.). Also, identify the roles and responsibilities of the individuals involved in monitoring and evaluating the performance-based objectives. See Page 7 of the Guide for Contract Management Planning for a discussion on the QASP. (Note: If this information is contained in the QASP, you may reference the QASP in this section or provide it as an attachment to the CMP.) Some Performance Evaluation Measurement Plans (PEMPs), which fulfill the requirements for a QASP, also provide this information. See Page 3 of the Guide for Contract Management Planning for a discussion on the link between the PEMP and the CMP.

### **5.5 Inspection and Acceptance Process**

Discuss the strategy for ensuring contract requirements conforms to quality assurance provisions and address the roles and responsibilities of the individuals involved in this process. Also, reference the sections in the contract that addresses inspection and acceptance.

### **5.6 Invoice Review**

Discuss the plan or process (e.g. instructions, certifications, documentation, etc.) for reviewing and approving invoices; and reference the invoice requirements addressed in the contract. Also, discuss the roles and responsibilities of those individuals that have direct involvement in the process.

### **5.7 Fee Administration**

Discuss the strategy for administering the fee (e.g. cost incentives, award, conditional payment, etc.) and reference all contract fee related requirements. Also, discuss the roles and responsibilities of those individuals that have direct involvement in the process. If the information is contained in a PEMP or similar document, it may be referenced in, or attached to, the CMP.

### **5.8 Contract Change Control Process**

Discuss the strategy and procedures for managing the formal change control process to scope, cost and schedule as well as mitigating variances to approved scope, cost or schedule. This paragraph should include the individuals responsible for the review and approval of baseline changes and variances.

### **5.9 Review of Contractor's Requests for Equitable Adjustments**

Discuss the review and approval process for evaluating the requests for equitable adjustments (REAs). Also, include the roles and responsibilities of the parties involved in the process. Discuss procedures for ensuring that REAs are proposed, evaluated, negotiated and contractually implemented in a timely manner.



### **5.10 Contractor Litigation Management**

Address the contractor litigation management process and include contract references to legal management requirements. Also, identify individuals responsible for controlling and overseeing this process.

### **5.11 Contractor Employee Claims System**

Discuss the strategy for monitoring and processing employee claims (e.g. workforce restructuring, contractor human resource, etc.). Also, identify the individuals involved in the process. Reference any areas in the contract that address contractor employee concerns.

### **5.12 Proposed Settlement of Costs for Post Contract Liabilities**

Discuss the strategy for ensuring post contract liabilities will be addressed (e.g. pension plans, post retirement benefits (PRB) other than pension, the displaced workers' medical benefit program (DWMBP), IBNR workers' compensation claims and any associated insurance reserves, etc.). Reference any areas in the contract that addresses post-contract liabilities.

### **5.13 Contract Records**

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

### **5.14 Contract Closeout**

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

## **6.0 Contract Deliverables and Performance Risk Areas**

### **6.1 Contract Deliverables**

Identify critical milestones and contract deliverables (e.g. Transition Plan, Risk Mitigation Plan, Project Management, Integrated Safety Management System, Quality Surveillance Assurance Plan, Government Furnished Services/Items, Litigation Management Plan, Collective Bargaining Units, etc.); and the individuals responsible for the requirement. Also, reference the contract requirement. These documents are usually required within 90 days of contract award. See Appendix A for a sample of a

deliverables matrix.

## 6.2 Key Contract Vulnerabilities or Performance Risk Areas

Identify known significant contract vulnerabilities or performance risks and the individuals responsible for mitigating these risks. If DOE O 413.3 is applicable, reference the risk management plan in this section or include it as an attachment to the CMP. See pages 4 of the Guide for Contract Management Planning for examples of contract vulnerabilities and performance risk areas. Below is an illustration of a table delineating the performance risks identified in the contract.

<b>Risk/Vulnerabilities</b>	<b>Consequences</b>	<b>Mitigating Actions</b>	<b>Responsible Individual</b>
Unknown project end-state (e.g., entombment, Greenfield, or Brownfield, backfill density, demolition to grade or to 3 feet below grade)	Delay in project completion, increased costs and schedule delays; Potential contract modification	Develop a NEPA EIS and Record of Decision. NEPA EIS determination	Project Manager
Delay in receipt of T-3 Cask license renewal	Impact sodium-bonded fuel shipments to ANL-W. Delay in project completion, increased costs, reduced resources	Submit SARP addendum. Track activities at DOE-HQ and NRC	Contracting Officer Representative
Unaccounted sensitive or high risk property	Health/safety risks to employees and public; potential litigation and liability, congressional visibility; prompt GAO/IG audits	Maintain lifecycle accountability of sensitive or high risk property. Report losses within 24 hours of known loss	Organizational Property Management Officer or Property Administrator

## 7.0 Strategy for Cost Reduction

In this section, address any cost reduction or removal of value added contract requirements and procedures. Also, include in this section, the roles and responsibilities of the individuals involved in the process.

## 8.0 Key Performance Metrics

The section should identify any key performances for determining contractor progress. Below is an illustration of a table delineating major milestones identified in the contract.

Contract Requirement	Major Milestones	Due Date
M-81-13	Complete reactor and heat transport system sodium drain	6/30/2005
M-81-11	Submit FFTF end point criteria document	8/31/2005
M-92-10	Submit Sodium Disposition Evaluation Report	9/30/2005
M-81-14-T01	Complete fuel storage facility sodium drain	4/30/2007
M-81-14-T02	Initiate interim decay storage vessel sodium drain	6/30/2008
M-81-00A-T02	Complete transfer of unirradiated fuel to secure onsite storage	3/31/2009
M-81-00A-T03	Complete transfer of irradiated fuel to secure onsite storage	3/31/2009

## 9.0 Agreements with State, Community, or Other Entities

This section should address any partnering agreements (e.g. Resource Conservation and Recovery Act Permit, Clean Air Act Air Operating Permit, Toxic Substances Control Act, Nuclear Safety Management [10 Code of Federal Regulations (CFR) 830], Radiological Protection (10 CFR 835), State Environmental Policy Act, etc.) with the state, community, or other entities the contractor must comply with in meeting the requirements of the contract. This paragraph should also identify the parties responsible for fostering these agreements.

## 10.0 Other Special Emphasis Areas

In this section, discuss approaches to contract management and execution (i.e. contract startup, post award orientation for government personnel, post award conference with contractor, lessons learned, etc.) to ensure the government and contractor have a clear understanding of the contract requirements and each other's intent. See page 6 of the Guide for Contract Management Planning for examples of other special emphasis focus areas.

**Attachment(s)**

List all of the attachments (e.g. Transition Plan, Risk Mitigation Plan, QASP, PEMP, Deliverables Matrix, Property Management Systems, etc.) referenced in the CMP.

**Appendix**

A. Sample of Deliverables Matrix

**Appendix A – Sample of Deliverable Matrix**

PAGE#	CONTRACT CLAUSE#/ DIRECTIVE	DUE DATE/ FREQUENCY	DELIVERABLE	COGNIZANT MANAGER*	ACTION REQUIRED
B-4	B.6(b)	Quarterly	The Contractor may submit invoices for ordinary fee payments following the submittal of the Quarterly Critical Analysis in accordance with Clause H.1.03(e)(2).	Jones	Government will review and approve invoice within 30 days of submittal and provide contractor written notice of approval.
B-5	B.6(d)(3)	March 31, 2000	Invoice of \$4,116,374 for ordinary fee payment during Transition to new Baseline	Jones	Review and provide CO notification of approval within 15 days of receipt.
B-5	B.6(d)(3)	June 30, 2000	Invoice of \$6,143,838 for ordinary fee payment during Transition to new Baseline	Jones	Review and provide CO notification of approval within 15 days of receipt.
B-5	B.6(d)(3)	September 30, 2000	Invoice of \$6,143,838 for ordinary fee payment during Transition to new Baseline	Jones	Review and provide CO notification of approval within 15 days of receipt.
B-5	B.6(d)(3)	December 31, 2000	Invoice of \$6,143,838 for ordinary fee payment during Transition to new Baseline	Jones	Review and provide CO notification of approval within 15 days of receipt.

\*This column should contain the name or position title of the individual responsible for the deliverable.

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PAGE#	CONTRACT CLAUSE#/ DIRECTIVE	DUE DATE/ FREQUENCY	DELIVERABLE	COGNIZANT MANAGER*	ACTION REQUIRED
C-3	C.3.1	<ul style="list-style-type: none"> <li>• Within 30 days of contract effective date</li> <li>• Annually on September 1</li> <li>• Quarterly updates</li> <li>• Amendments—45 days in advance of need date</li> </ul>	Annual projection which details contractor projection of needed Government Furnished Services/Items, identified in column 3 of exhibit A	Jones	Government will review, approve, and ensure Government Furnished Services/Items provided in accordance with the procedures identified in Section G of the contract.
C-4	C.5	Unspecified	The Contractor and the Government will develop a Partnering Agreement that establishes a common vision with supporting goals and missions		
C-12	C, Tech. Ex. A, IV	Unspecified	Prepare a draft interim final ROD		
C-13	C, Tech. Ex. A, IV,C.	Unspecified	End State: Develop and submit draft interim final ROD and Proposed Plan		
C-14	C, Tech. Ex. A, V,A.	Annually	Annual updates to the Historical Release Report and CERCLA Administrative Record		

\*This column should contain the name or position title of the individual responsible for the deliverable.

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PAGE#	CONTRACT CLAUSE#/ DIRECTIVE	DUE DATE/ FREQUENCY	DELIVERABLE	COGNIZANT MANAGER*	ACTION REQUIRED
Exhibit E, P. 3	Exhibit E	Every six months  (1 <sup>st</sup> report due July 2000)	Notify DOE of potential outsourcings that are being considered for implementation during the six month period and report outsourcings that became effective during the preceding six month period.		
F-2	F.3(a)	Upon completion of elements (1), (2), (3), and (4) of physical completion as defined in Clause C.1.2	Submit documentation demonstrating completion of elements (1), (2), (3), and (4) of physical completion as defined in Clause C.1.2. Contracting Officer will project the Contractor's expected fee earnings and release withheld fees accordingly.		
F-2	F.3(b)	Upon physical completion of contract as set forth in Clause C.1.2	Submit letter declaring that the Rocky Flats Closure Project has been physically completed.		
F-2	F.3(b)	Upon completion of punch list material deficiencies	Submit a Final Declaration Letter for physical completion of the contract		
F-3	F.3(c)	90 days prior to start of fiscal year (June 30)	Submit request for reserve of appropriate budget to fund all or a portion of the Contractor's withheld fee		

\*This column should contain the name or position title of the individual responsible for the deliverable.

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PAGE#	CONTRACT CLAUSE#/ DIRECTIVE	DUE DATE/ FREQUENCY	DELIVERABLE	COGNIZANT MANAGER*	ACTION REQUIRED
H-2	H.1.01(a) and (c)	Within 30 days of contract effective date	Submit detailed description of proposed project controls system.		
H-4 H-6	H1.02.(d)(2) H1.03(d)(2)	Unspecified, Quarterly updates	Develop a Risk Management Plan and provide quarterly updates		
H-5	H.1.03 (b)(1)	Monthly	Record all actual direct costs incurred for resources applied in the performance of work.		
H-5	H.1.03 (c)(2)	Annually, by July 31	Submit an Annual Work Analysis, including a project performance forecast for all upcoming fiscal years and a comprehensive analysis of total project status		
H-6	H.1.03 (d)(1)	Monthly	Review and analyze differences between planned and actual performance against the total project baseline and the Target Cost and Schedule		
H-6	H.1.03(d)(3)	Quarterly	Review and evaluate EAC for consistency with observed trends in performance, emerging issues and changes in project risk		
H-7	H.1.03(e)(2)	Quarterly	Prepare Quarterly Critical Analysis		

\*This column should contain the name or position title of the individual responsible for the deliverable.



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PAGE#	CONTRACT CLAUSE#/ DIRECTIVE	DUE DATE/ FREQUENCY	DELIVERABLE	COGNIZANT MANAGER*	ACTION REQUIRED
H-8	H.1.04(e)	June 30, 2000	Updated baseline to the Rocky Flats Closure Baseline and system of earned value		
H-10	H.2(e)	Within 5 workdays of receipt of DOE direction	Notify the Contracting Officer in writing that technical direction received by RFFO is believed to be beyond the Statement of Work		
H-12	H.8	Unspecified	Submit an audit plan for internal audits and for audits of prime onsite, cost type subcontractors for Contracting Officer approval.		
H-13	H.10(a)	Within 60 days of contract effective date	Submit Litigation Management Plan		
H-14	H.11(a)	Within 30 days of contract effective date	Submit list of key personnel		
H-15	H.16(a)(1)	Within 30 days after contract execution	Participate in a dispute avoidance partnering workshop		
H-16	H.16(a)(2)	Unspecified	Jointly select a "standing neutral" to resolve disputes		

\*This column should contain the name or position title of the individual responsible for the deliverable.

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PAGE#	CONTRACT CLAUSE#/ DIRECTIVE	DUE DATE/ FREQUENCY	DELIVERABLE	COGNIZANT MANAGER*	ACTION REQUIRED
J,Att C, P.3 and P.6	J, Att C, II.B.4 and VII.A	Annually on October 1	Submit proposed small business, small disadvantaged business, and woman-owned small business goals		
J,Att C, P.6	J, Att C, VI.C	Semi-annually	Provide Small Business Act Reports		
J, Att F, P. 0-1	J, Att F 4.A	Within 30 days of contract effective date and as required	Management Plan		
J, Att F, P. 0-1	J, Att F 4.A	Quarterly and as required	Status Report		
J, Att F, P. 0-1	J, Att F 4.A	Quarterly	Summary Report		
J, Att F, P. 0-1	J, Att F 4.B	Within 30 days of contract effective date and Quarterly	Milestone Schedule/Plan		
J, Att F, P. 0-1	J, Att F 4.B	Within 30 days of contract effective date and Quarterly	Cost Plan		

\*This column should contain the name or position title of the individual responsible for the deliverable.

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PAGE#	CONTRACT CLAUSE#/ DIRECTIVE	DUE DATE/ FREQUENCY	DELIVERABLE	COGNIZANT MANAGER*	ACTION REQUIRED
J, Att F, P. 0-1	J, Att F 4.B	Monthly	Milestone Schedule/Status		
J, Att F, P. 0-1	J, Att F 4.B	Monthly	Cost Management Report		
J, Att F, P. 0-1	J, Att F 4.D	Within 30 days of contract effective date and with significant changes	Management Control System Description		
J, Att F, P. 0-1	J, Att F 4.D	Within 30 days of contract effective date and with significant changes	WBS Dictionary/Index		
J, Att F, P. 0-1	J, Att F 4.D	Monthly	Cost Performance Reports/Format 1— WBS		
J, Att F, P. 0-1	J, Att F 4.D	Monthly	Cost Performance Reports/Format 3— Baseline		
J, Att F, P. 0-1	J, Att F 4.E	Within 30 days of contract effective date and Quarterly	Cash Flow Statement		

\*This column should contain the name or position title of the individual responsible for the deliverable.

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PAGE#	CONTRACT CLAUSE#/ DIRECTIVE	DUE DATE/ FREQUENCY	DELIVERABLE	COGNIZANT MANAGER*	ACTION REQUIRED
J, Att F, P. 0-1	J, Att F 4.E	Within 30 days of contract effective date and Quarterly	Operating Budget		
J, Att F, P. 0-1	J, Att F 4.F	Quarterly	Quarterly Critical Analysis		

\*This column should contain the name or position title of the individual responsible for the deliverable.