MODIFICATION NO. M055
SUPPLEMENTAL AGREEMENT TO
CONTRACT NO. DE-AC02-98CH10886

MODIFICATION NO. M055

CONTRACTOR AND ADDRESS:	Brookhaven Science Associates, LLC Brookhaven National Laboratory Upton, NY 11973
MODIFICATION FOR:	Recognition of previous obligation increases; Modification to Article 31, Obligation of Funds; Addition of Article 25, Buy American Act-Balance of Payment Program-Construction; Modification to Article 32, Allowable Costs And Fixed Fee (Management And Operating Contracts) (Deviation); Replacement of Article 41, Foreign Travel; Replacement of Article 108, Utilization of Small Business Concerns; Replacement of Article 109, Small Business Subcontracting Plan; Addition of Article 122C, Sanctioned European Union Country Services; Replacement of Article 141, Indemnification Under Public Law 85-804 Alternate; Replacement of Appendix H; Replacement of Appendix B Performance Measures; Replacement of Appendix I, DOE Directives; and Replacement of Appendix L, FY 2001 Fee Calculation.
PRIOR OBLIGATION:	$1,171,498,134.44
INCREASE IN MODS. A051 through A054	$84,734,642.41
INCREASE IN THIS MODIFICATION	$ -0-
CURRENT TOTAL OBLIGATION:	$1,256,232,776.85

THIS MODIFICATION, effective the 11th day of January 2001, by and between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), as represented by the UNITED STATES DEPARTMENT OF ENERGY (hereinafter referred to as "DOE"), and BROOKHAVEN SCIENCE ASSOCIATES, LLC (hereinafter referred to as the "Contractor"),

WITNESSETH THAT:

WHEREAS, the Government and the Contractor entered into Contract No. DE-AC02-98CH10886 on the 5th day of January 1998, for the operation of the Brookhaven National Laboratory; and

WHEREAS, said contract has been modified previously, and the parties desire to modify said contract further, as hereinafter provided; and

WHEREAS, this modification is authorized by law, including 41 U.S.C. 252(c)(15), P.L. 95-91 and other applicable law;

NOW, THEREFORE, said contract, as modified previously, is hereby further modified as follows:

1. The first sentence of paragraph (a) of Article 31, OBLIGATION OF FUNDS, is revised to read as follows: "The amount presently obligated by the Government with respect to this contract is $1,256,232,776.85 ."

2. ARTICLE 32 ALLOWABLE COSTS AND FIXED FEE (MANAGEMENT AND OPERATING CONTRACTS) (JUN 1997) (DEVIATION) is modified as follows:
   a. The first sentence of paragraph (b) Fee(s) is modified by adding the following phrase to the end of the sentence, "for the period October 1, 2000 through and including September 30, 2001," and by deleting the phrase "for the period October 1, 1999 through and including September 30, 2000."
   b. The third sentence of Paragraph (b) Fee(s) is modified by deleting "October 1, 2000 to and including September 30, 2001, and October 1, 2001 to and including November 16, 2002 are unspecified." and adding the following phrase to the end of

the sentence "October 1, 2001 to and including September 30, 2002, and October 1, 2002, to and including January 4, 2003 are unspecified."

3. ARTICLE 25 – Insert the attached Clause 52.225-11, BUY AMERICAN ACT-BALANCE OF PAYMENT PROGRAM-CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

4. ARTICLE 41 - 952.247-70, FOREIGN TRAVEL (FEB 1997) is deleted in it entirety and replaced with the attached clause, 952.247-70, FOREIGN TRAVEL (MAR 2000).

5. ARTICLE 108 - FAR 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 1999) is deleted in its entirety and replaced with the attached clause, 52.219-8, UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000).

6. ARTICLE 109 – FAR 52.219-9, SMALL BUSINESS SUBCONTRACTING PLAN (OCT 1999) is deleted in its entirety and replaced with the attached clause, 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (OCT 2000).

7. ADD ARTICLE 122C – Insert the attached FAR Clause 52.225-16 SANCTIONED EUROPEAN UNION COUNTRY SERVICES. (FEB 2000)

8. ARTICLE 141 – PUBLIC LAW 85-804 (SPECIAL) is deleted in its entirety and replaced with the attached FAR clause 52.250-1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 ALTERNATE (APR 1984) Deviation.

9. APPENDIX B - Performance Measures identified as modification M040 is deleted in its entirety and replaced with the attached revised Appendix B, identified as Modification M055.

10. APPENDIX H – Small Business, Small Disadvantaged Business, Women-Owned Small Business, and HUB Zone Small Business Subcontracting Plan, identified as modification M040 is deleted in its entirety and replaced with the attached revised Appendix H,

identified as Modification M055.

11. APPENDIX I - DOE DIRECTIVES: DOE Directives identified as Modification M048 is deleted in its entirety and replaced with the attached revised Appendix I, identified as Modification M055.

12. APPENDIX L – FEE COMPUTATION: FY 2000 Fee Computation identified as Modification M040 is deleted in its entirety and replaced with the attached revised Appendix L, identified as FY 2001 Fee Computation, Modification M055.

IN WITNESS WHEREOF, the parties have executed this document.

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

BY: _____

Robert P. Gordon
Contracting Officer
(Title)

DATE: 1-11-01

BROOKHAVEN SCIENCE ASSOCIATES, LLC

BY: _____

Brian P. Sack
Chief Financial Officer
(Title)

DATE: 1/11/01

ARTICLE –25 52.225-11 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM--CONSTRUCTION MATERIALS UNDER TRADE AGREEMENTS (FEB 2000)

(a) Definitions. As used in this clause--

"Component" means any article, material, or supply incorporated directly into construction materials.

"Construction material" means an article, material, or supply brought to the construction site by the Contractor or subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site. Materials purchased directly by the Government are supplies, not construction material.

"Cost of components" means--

(1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or

(2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

"Designated country" means any of the following countries:

Aruba
Austria
Bangladesh
Belgium
Benin
Bhutan
Botswana
Burkina
Faso
Burundi
Canada
Central African

Djibouti
Equatorial
Guinea
Finland
France
Gambia
Germany
Greece
Guinea
Guinea-Bissau
Haiti
Hong Kong

Kiribati
Korea, Republic of
Lesotho
Liechtenstein
Luxembourg
Malawi
Maldives
Mali
Mozambique
Nepal
Netherlands
Niger

Sao Tome and Principe
Sierra Leone
Singapore
Somalia
Spain
Sweden
Switzerland
Tanzania U.R.
Togo
Tuvalu
Uganda

Republic	Ireland	Norway	United Kingdom
Chad	Israel	Portugal	Vanuatu
Comoros	Italy	Rwanda	Western Samoa
Denmark	Japan Japan		Yemen

"Designated country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a designated country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a designated country into a new and different construction material distinct from the materials from which it was transformed.

"Domestic construction material" means--

(1) An unmanufactured construction material mined or produced in the United States; or

(2) A construction material manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic.

"Foreign construction material" means a construction material other than a domestic construction material.

"North American Free Trade Agreement country" means Canada or Mexico.

"North American Free Trade Agreement country construction material" means a construction material that--

(1) Is wholly the growth, product, or manufacture of a North American Free Trade Agreement (NAFTA) country; or

(2) In the case of a construction material that consists in whole or in part of materials from another country, has been substantially transformed in a NAFTA country into a new and different construction material distinct from the materials from which it was transformed.

"United States" means the 50 States and the District of Columbia, U.S. territories and possessions, Puerto Rico, the Northern Mariana Islands, and any other place subject to U.S. jurisdiction, but does not include leased bases.

(b) Construction materials.

(1) This clause implements the Buy American Act (41 U.S.C. 10a-10d) and the Balance of Payments Program by providing a preference for domestic construction material. In addition, the Contracting Officer has determined that the Trade Agreements Act applies to this acquisition. Therefore, the Buy American Act and Balance of Payments Program restrictions are waived for designated country construction materials.

(2) The Contractor shall use only domestic or designated country construction material in performing this contract, except as provided in paragraphs (b)(3) and (b)(4) of this clause.

(3) The requirement in paragraph (b)(2) of this clause does not apply to the construction materials or components listed by the Government as follows:

___NONE_____

[Contracting Officer to list applicable excepted materials or indicate "none"]

(4) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(3) of this clause if the Government determines that--

(i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the restrictions of the Buy American Act is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent. For determination of unreasonable cost under the Balance of Payments Program, the Contracting Officer will use a factor of 50 percent;

(ii) The application of the restriction of the Buy American Act or Balance of Payments Program to a particular construction material would be impracticable or inconsistent with the public interest; or

(iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American Act or Balance of Payments Program. (1)(i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including--

(A) A description of the foreign and domestic construction materials;
(B) Unit of measure;
(C) Quantity;
(D) Price;
(E) Time of delivery or availability;

(F) Location of the construction project;

(G) Name and address of the proposed supplier; and
(H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.

(ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.

(iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).

(iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.

(2) If the Government determines after contract award that an exception to the Buy American Act or Balance of Payments Program applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.

(3) Unless the Government determines that an exception to the Buy American Act or Balance of Payments Program applies, use of foreign construction material is noncompliant with the Buy American Act or Balance of Payments Program.

(d) Data. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

Foreign and Domestic Construction Materials Price Comparison
Construction
Material Unit of Price
Description Measure Quantity (Dollars)*
Item 1:
Foreign construction
Material _____ _____ _____

Domestic construction
Material _____ _____ _____

Item 2:

Foreign construction
Material _____ _____ _____

Domestic construction
Material _____ _____ _____

[List name, address, telephone number, and contact for suppliers surveyed. Attach copy of response; if oral, attach summary.]

[Include other applicable supporting information.]

[* Include all delivery costs to the construction site and any applicable duty (whether or not a duty-free entry certificate is issued).]

(End of clause)

ARTICLE 41 952.247-70 FOREIGN TRAVEL (MARCH 2000)

Contractor foreign travel shall be conducted pursuant to the requirements contained in DOE Order 551.1A, Official Foreign Travel, or any subsequent version of this order in effect at the time of award.

(End of Clause)

ARTICLE 108 52.219-8 UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)

(a) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.

(b) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(c) Definitions. As used in this contract-- "HUBZone small business concern" means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration. "Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
(ii) (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a small business as defined pursuant to Section 3 of the Small Business Act and relevant regulations promulgated pursuant thereto.

"Small disadvantaged business concern," means a small business concern that represents, as part of its offer that--

(1) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
(2) No material change in disadvantaged ownership and control has occurred since its certification;
(3) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed $750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(4) It is identified, on the date of its representation, as a certified small disadvantaged business in the database maintained by the Small Business Administration (PRO-Net

"Veteran-owned small business concern" means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran owned small business concern, a service-disabled veteran-owned small business concern, a HUBZone small business concern, a small disadvantaged business concern, or a women-owned small business concern.

(End of clause)

ARTICLE 109 52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN. (OCT 2000)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause--

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Individual contract plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master plan" means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or service required for performance of the contract or subcontract.

(c) 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, HUBZone small business concerns, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns

as subcontractors. Service-disabled veteran-owned small business concerns meet the definition of veteran-owned small business concerns, and offerors may include them within the subcontracting plan goal for veteran-owned small business concerns. A separate goal for service-disabled veteran-owned small business concerns is not required. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs.

(2) A statement of--

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns;

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to HUBZone small business concerns;

(v) Total dollars planned to be subcontracted to small disadvantaged business concerns; and

(vi) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the Procurement Marketing and Access

Network (PRO-Net) of the Small Business Administration (SBA), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in PRO-Net as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of PRO-Net as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with--

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) HUBZone small business concerns;

(iv) Small disadvantaged business concerns; and

(v) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of $500,000 ($1,000,000 for construction of any public facility) to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit Standard Form (SF) 294, Subcontracting Report for Individual Contracts, and/or SF 295, Summary Subcontract Report, in accordance with paragraph (j) of this clause. The reports shall provide information on subcontract awards to small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, small disadvantaged business concerns, women-owned small business concerns, and Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with the instructions on the forms or as provided in agency regulations.

(iv) Ensure that its subcontractors agree to submit SF 294 and SF 295.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., PRO-Net), guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than $100,000, indicating--

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether HUBZone small business concerns were solicited and, if not, why not;

(D) Whether small disadvantaged business concerns were solicited and, if not, why not;

(E) Whether women-owned small business concerns were solicited and, if not, why not; and

(F) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact--

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through--

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided--

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and
(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Commercial plans are also preferred for subcontractors that provide commercial items under a prime contract, whether or not the prime contractor is supplying a commercial item.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) The failure of the Contractor or subcontractor to comply in good faith with--

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(j) The Contractor shall submit the following reports:

(1) 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.

(2) 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. If the reporting activity is covered by a commercial plan, the reporting activity must report annually all subcontract awards under that plan. All reports submitted at the close of each fiscal year (both individual and commercial plans) shall include a breakout, in the Contractor's format, of subcontract awards, in whole dollars, to small disadvantaged business concerns by North American Industry Classification System (NAICS) Industry Subsector. For a commercial plan, the Contractor may obtain from each of its subcontractors a predominant NAICS Industry Subsector and report all awards to that subcontractor under its predominant NAICS Industry Subsector.

(End of clause)

Alternate I (Oct 2000). When contracting by sealed bidding rather than by negotiation, substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) The apparent low bidder, upon request by the Contracting Officer, shall submit a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the bidder is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be submitted within the time specified by the Contracting Officer. Failure to submit the subcontracting plan shall make the bidder ineligible for the award of a contract.

Alternate II (Oct 2000). When contracting by negotiaton substitute the following paragraph (c) for paragraph (c) of the basic clause:

(c) Proposals submitted in response to this solicitation shall include a subcontracting plan that separately addresses subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate a subcontracting plan shall make the offeror ineligible for award of a contract.

ARTICLE 122C 52.225-16 SANCTIONED EUROPEAN UNION COUNTRY SERVICES. (FEB 2000)

(a) Definition. Sanctioned European Union member state, as used in this clause, means Austria, Belgium, Denmark, Finland, Netherlands, Sweden, or the United Kingdom.

(b) The contractor shall not perform services under this contract in a sanctioned European Union member state. This prohibition does not apply to subcontracts.

ARTICLE 141 52.250.1 INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) (Deviation)

(a) "Contractor's principal officials," as used in this clause, means directors, officers, managers, superintendents, or other representatives supervising or directing--

(1) All or substantially all of the Contractor's business;

(2) All or substantially all of the Contractor's operations at any one plant or separate location in which this contract is being performed; or

(3) A separate and complete major industrial operation in connection with the performance of this contract.

(b) Under Public Law 85-804 (50 U.S.C 1431-1435) and Executive Order 10789, as amended, and regardless of any other provisions of this contract, the Government shall, subject to the limitations contained in the other paragraphs of this clause, indemnify the Contractor against--

(1) Claims (including reasonable expenses of litigation or settlement) by third persons (including employees of the Contractor) for death; personal injury; or loss of, damage to, or loss of use of property;

(2) Loss of, damage to, or loss of use of Contractor property, excluding loss of profit; and

(3) Loss of, damage to, or loss of use of Government property, excluding loss of profit.

(c) This indemnification applies only to the extent that the claim, loss, or damage (1) arises out of or results from a risk defined in this contract as unusually hazardous or nuclear and (2) is not compensated for by insurance or otherwise. Any such claim, loss, or damage, to the extent that it is within the deductible amounts of the Contractor's insurance, is not covered under this clause. If insurance coverage or other financial protection in effect on the date the approving official authorizes use of this clause is reduced, the Government's liability under this clause shall not increase as a result.

(d) When the claim, loss, or damage is caused by willful misconduct or lack of good faith on the part of any of the Contractor's principal officials, the Contractor shall not be indemnified for--

(1) Government claims against the Contractor (other than those arising through subrogation); or

(2) Loss or damage affecting the Contractor's property.

(e) With the Contracting Officer's prior written approval, the Contractor may, in any subcontract under this contract, indemnify the subcontractor against any risk defined in this contract as unusually hazardous or nuclear. This indemnification shall provide, between the Contractor and the subcontractor, the same rights and duties, and the same provisions for notice, furnishing of evidence or proof, and Government settlement or defense of claims as this clause provides. The Contracting Officer may also approve indemnification of subcontractors at any lower tier, under the same terms and conditions. The Government shall indemnify the Contractor against liability to subcontractors incurred under subcontract provisions approved by the Contracting Officer.

(f) The rights and obligations of the parties under this clause shall survive this contract's termination, expiration, or completion. The Government shall make no payment under this clause unless the agency head determines that the amount is just and reasonable. The Government may pay the Contractor or subcontractors, or may directly pay parties to whom the Contractor or subcontractors may be liable.

(g) The Contractor shall--

(1) Promptly notify the Contracting Officer of any claim or action against, or any loss by, the Contractor or any subcontractors that may be reasonably be expected to involve indemnification under this clause;

(2) Immediately furnish to the Government copies of all pertinent papers the Contractor receives;

(3) Furnish evidence or proof of any claim, loss, or damage covered by this clause in the manner and form the Government requires; and

(4) Comply with the Government's directions and execute any authorizations required in connection with settlement or defense of claims or actions.

(h) The Government may direct, control, or assist in settling or defending any claim or action that may involve indemnification under this clause.

(i) The cost of insurance (including self-insurance programs) covering a risk defined in this contract as unusually hazardous or nuclear shall not be reimbursed except to the extent that the Contracting Officer has required or approved this insurance. The Government's obligations under this clause are--

(1) Excepted from the release required under this contract's clause relating to allowable cost; and

(2) Not affected by this contract's Limitation of Cost or Limitation of Funds clause.

j. The term "a risk defined in this contract as unusually hazardous or nuclear" as used in this clause means the risk of legal liability to third parties (including legal costs as defined in paragraph (jj) of Section 11 of the atomic Energy Act of 1954, as amended, 42 U.S.C. §2014, notwithstanding the fact that the claim or suit may not arise under section 170 of said act) arising from actions or inactions in the course of the following work performed by the Contractor under this contract:

(1) Providing nuclear materials protection, control, and accounting (MPC&A) technical support to DOE in its participation in joint safeguards work under the Agreement Between the U.S. Department of Defense and the Russian Ministry for Atomic Energy Concerning Control, Accounting, and Physical Protection of Nuclear Materials, dated September 2, 1993, and any extension thereof.

(2) As requested or approved by the President of the United States, the Secretary of Energy, the Deputy Secretary of Energy, or the Under Secretary of Energy, providing assistance in MPC&A and other nonproliferation activities (including safeguards activities) outside the United States, other that the work identified in (1) above, provided that the request or approval referred to in this subparagraph specifically makes the indemnity provided by this clause applicable thereto.

(End of clause)

APPENDIX B

CRITICAL OUTCOMES, OBJECTIVES AND PERFORMANCE MEASURES

FY 2001

BROOKHAVEN NATIONAL LABORATORY

NOVEMBER 21, 2000

Contract No. DE-AC02-98CH10886
Modification No. M055

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November 21, 2000
Contract No. DE-AC02-98CH10886
Modification No. M055

Performance Evaluation System

Introduction

This Contract Appendix sets forth the performance evaluation system (including processes, criteria, schedules, and measures) that will be used to evaluate the overall performance of Brookhaven Science Associates (BSA) in the management and operation of Brookhaven National Laboratory (BNL) in Fiscal Year 2001 (FY01).

For the period of FY01, in accordance with Article 6 of the Contract, the Parties have agreed to use a Performance-Based Management System (PBMS) which includes clear and reasonable objectives, against which BSA's overall performance will be evaluated. For this purpose, the parties have agreed to an objective hierarchy consisting of Critical Outcomes, underlying Objectives, and associated Performance Measures with predetermined weights and metrics for the assessment of BSA's performance and the resulting determination of fee. This "Critical Outcome Process" is designed to measure overall performance and drive the improvement agenda of the Laboratory by linking Laboratory rewards, i.e., performance ratings and associated fees, to a prioritized set of objectives that have been mutually developed by DOE and BSA. DOE and BSA have mutually agreed to the specific Critical Outcomes, Objectives, and Performance Measures contained herein and, as described in Articles 6 and 7, agree to a reassessment of the process, prior to the beginning of each evaluation period.

In a July 13, 1998 memorandum, the Director of the DOE Office of Science (SC) identified high-level expectations in six critical areas that SC would use to guide its regular assessment of Laboratory performance. These critical areas are Science, Leadership, Environment Safety & Health (ES&H), Infrastructure, Business Operations, and Stakeholder Relations. In this memorandum it was noted that SC expects SC/HQ program managers, field offices, and laboratories to work in partnership to develop laboratory-specific outcomes, objectives, and measures that support these high-level expectations and to use self-assessment as a tool to ensure desired outcomes and achieve continuous improvement.

Critical Outcomes, Objectives, and Performance Measures

The Critical Outcomes identified below were developed using this guidance and the site-specific needs for improvement at BNL. DOE-BHG, CH and HQ, in partnership with BSA, have mutually agreed that the specific Critical Outcomes appropriate for BNL would be drawn from the six high level expectations identified by SC. These Critical Outcomes are those end state results having the highest level of strategic impact and value to DOE.

The Laboratory's Critical Outcomes for Fiscal Year 2001 are:

1. **Science and Technology** - BNL will deliver innovative, forefront science and technology aligned with DOE strategic goals in a safe, environmentally sound, and efficient manner, and will conceive, design, construct, and operate world-class user facilities.
2. **Operational Excellence-** BNL will conduct all work and operate all facilities with distinction, fully integrated with and supportive of its science, technology, and cleanup missions, while being fully protective of its workers, its users, the public, and the environment, and fully responsive to DOE expectations for ES&H, Quality, Facility, and Information Management.
3. **Leadership and Management** - BNL will be recognized by its Users, staff, stakeholders, and customers as having the highest quality leaders and staff; being a community asset, good neighbor and valued employer; being an exemplary environmental steward; and supporting its missions with the best business practices.

Flowing from these Critical Outcomes are underlying Objectives that constitute the necessary and sufficient accomplishments for achieving the Critical Outcomes they support. They are sustainable targets over a 1-3 year timeframe and form a complete, non-redundant set of results for evaluating progress toward achievement of the Critical Outcomes.

Performance Measures are a clear, unambiguous set of conditions that, by definition and mutual agreement, determine completely the extent to which an Objective is achieved. As with the Critical Outcomes and Objectives, Performance Measures form a complete, non-redundant set of achievements to ensure adequate coverage and balanced priorities for a given Objective. Performance Measures are specific to the performance period, i.e., the fiscal year, and require the development of metrics to facilitate adjectival ratings

The Critical Outcomes, Objectives, and Performance Measures agreed to for FY01 through the DOE/BSA Critical Outcome process are contained in Attachment 1 to this Appendix.

To determine the Laboratory's overall performance, Critical Outcomes, Objectives, and Performance Measures are weighted to reflect the priority DOE attaches to the accomplishment of each. Performance against each of the Measures is then assessed and rolled up into a rating not only for each Objective and Critical Outcome area, but also for the overall performance of the Laboratory.

In FY01, the relative weights of the Critical Outcomes reflect a high priority on the success of the Laboratory's science and technology mission and the need for continued improved performance in the areas of Operational Excellence and Leadership and Management. At the Objective level, the FY01 priorities reflect an emphasis on the continued implementation and improvement of Management Systems, Leadership improvements, and Environmental Cleanup initiatives.

It is important to emphasize that the Critical Outcome process must be flexible to accommodate changes as planned improvements are realized and/or customer priorities vary. For example, even though the Critical Outcomes and Objectives are designed as sustainable targets over a 3-5 year and 1-3 year time frame respectively, their relative weights are expected to change more frequently. Reprioritization of the Critical Outcomes, Objectives, and Performance Measures is a fundamental part of the annual Critical Outcome process.

There may be a need to change some Performance Measures (or metrics), and perhaps the relative weights of the corresponding Objectives, within the fiscal year as DOE priorities shift and/or new information is acquired. The process for this is described in the SBMS Subject Area entitled "Critical Outcome Performance Measures."

Annual Self-Evaluation and Improvement Agenda

Collectively, the Critical Outcomes, Objectives, and Performance Measures constitute a major portion of the BNL Integrated Information Management System. As such, they form the basis for the Laboratory's annual Self-Evaluation process and are key elements in the Integrated Assessment and Process Improvement Programs. These are the keys to closing the feedback loop of the Laboratory's Performance-Based Management System.

On an annual basis, the Laboratory will conduct a formal Self-Evaluation of its performance relative to each Critical Outcome, Objective, and Performance Measure identified in Attachment 1 to this Appendix. This will be part of the broader Integrated Assessment Program and will become a major part of an Annual Self-Evaluation Report to DOE. This Report will also address other significant issues or opportunities that arise from the Laboratory's broader Integrated Assessment Program whether or not they impact the Critical Outcomes.

Process improvement at BNL involves two levels, Laboratory-wide and the Directorate/Department/Division level. The Laboratory's Integrated Assessment Program is the primary mechanism to identify and prioritize improvement initiatives. At the Laboratory level, these would be factored into the Critical Outcomes, Objectives, and/or Performance Measures for the next performance period. The Program will also identify and prioritize improvement actions at Directorate/Department/Division levels. This is the level at which organizational specific requirements, e.g., Balance Score Card and Property and Procurement, may be addressed.

Schedule

In order to meet customer and stakeholder expectations, as well as clearly define the path forward, the following schedule is presented.

DATE	ELEMENT
02/01	Begin development process for FY02 Critical Outcomes, Objectives, and Performance Measures.
04/01	BNL/DOE Management retreat to assess customer strategic needs, refine FY 02 Critical Outcomes, Objectives, and Measures.
04/01	Contractor submits mid-year (FY01) status report.
8/01	DOE approval of FY 02 Critical Outcomes, Objectives, and Measures
09/30/01	FY01 evaluation period ends.
09/30/01	Incorporate FY02 Critical Outcomes into Contract.
10/ 30/01	Contractor submits FY01 Annual Self-Evaluation report to DOE.
11/15/01	DOE transmits draft Evaluation Report to Contractor.
11/30/01	Contractor submits comments on draft report.
12/15/01	DOE transmits final FY00 Evaluation report to contractor.

Scoring

Each of the Performance Measures has an associated metric accompanied by a scale that translates the level of performance to an adjectival rating. Unless otherwise specified for a given measure, the scoring methodology for the assessment process is based upon the following adjectival ratings:

- Outstanding - Significantly exceeds the standards of performance, achieves noteworthy results, accomplishes very difficult tasks in a timely manner.
- Excellent - Exceeds expectations and standards of performance, accomplishes difficult tasks in a timely manner, and minor deficiencies are more than offset by better performance in other areas.
- Good - Meets expectations and standards of performance, actions are carried out in an efficient and timely manner, deficiencies do not affect overall performance.
- Marginal - Below the standards of performance, deficiencies cause serious delays and re-scheduling, schedules are adversely affected.
- Unsatisfactory - Well below standards of performance, deficiencies cause serious delays and re-scheduling, corrective action requires high-level management attention.

Scoring of the individual Performance Measures is based on the following point scheme:

Outstanding	4
Excellent	3
Good	2
Marginal	1
Unsatisfactory	0

For example, in any given Performance Measure, if the adjectival rating is "Excellent," a score of 3 is given to the measure. An Objective score can then be computed by multiplying the weight of each Performance Measure in that Objective by its score. These are added together to develop an overall score for each Objective which is then translated into an adjectival rating. The process is continued for the Critical Outcomes by multiplying the scores for each Objective within a given Critical Outcome by its corresponding weight, adding the resulting numbers to get a Critical Outcome score, and converting this score to an adjectival rating as done for the Objective level. The same process is then used to calculate an overall score, and then the adjectival rating, at the Laboratory level.

The following list provides that scoring range for the Objective, Critical Outcome, and Laboratory levels.

OUTSTANDING	>3.5 to 4.0
EXCELLENT	>2.5 to 3.5
GOOD	>1.5 to 2.5
MARGINAL	>0.5 to 1.5
UNSATISFACTORY	≤ 0 to 0.5

Weighting

DOE and the Contractor have agreed that the individual Critical Outcomes, Objectives, and Performance Measures will be the primary (but not the sole) criteria for determining the Contractor's final performance ratings and fee for the performance period.

For the primary criteria, the following list provides the weights of each Critical Outcome, Objective, and Performance Measure for FY01. These weights were developed in a partnership between DOE and the Contractor and were designed to achieve an appropriate balance between mission priorities and improvement needs. Relative importance of a Critical Outcome, Objective, or Performance Measure is indicated by a higher relative weight.

- **1.0 Excellence in Science & Technology** **60%**

- Objective 1.1 Research Quality	35%	
- Objective 1.2 Relevance to DOE Missions	10%	
- Objective 1.3 Constructing & Operating Res. Facilities	30%	
- Objective 1.4 Research Program Management	25%	

- **2.0 Operational Excellence** **20%**

- Objective 2.1	ES&H Operational Performance Objective	15%	
Measure 2.1.1	Environmental Composite		25%
Measure 2.1.2	Radiological Control Composite		25%
Measure 2.1.3	OSHA Composite		25%
Measure 2.1.4	Training and Qualifications Composite		25%
- Objective 2.2	Facility Infrastructure Objective	10%	
Measure 2.2.1	Facility Project Management		30%
Measure 2.2.2	Facilities/Infrastructure Management		30%
Measure 2.2.3	Real Property Performance		20%
Measure 2.2.4	Strategic Infrastructure Plan		10%
Measure 2.2.5	Recycling of Solid Waste		10%

- Objective 2.3	ESH&Q Management Systems Objective	50%	
Measure 2.3.1	SBMS Implementation Composite		10%
Measure 2.3.2	ISMS Composite		10%
Measure 2.3.3	EMS Composite Performance		20%
Measure 2.3.4	IAP Implementation Performance		30%
Measure 2.3.5	Quality Management System Verification		10%
Measure 2.3.6	Rad Con Program Implementation Performance		20%
-Objective 2.4	Information Infrastructure Objective	25%	
Measure 2.4.1	Information Service Composite Performance		20%
Measure 2.4.2	Cyber Security Performance		45%
Measure 2.4.3	World Wide Web Support Strategy		15%
Measure 2.4.4	Scientific Computing Infrastructure Performance		20%

- **3.0 Leadership and Management** **20%**

- Objective 3.1	Leadership Objective	25%	
Measure 3.1.1	Talented and Empowered Employees Performance		80%
Measure 3.1.2	Quality of Worklife Performance		10%
Measure 3.1.3	Corporate Involvement Performance		10%
- Objective 3.2	Communications and Trust Objective	25%	
Measure 3.2.1	Effective and Understanding Performance		70%
Measure 3.2.2	Stakeholder Involvement Performance		30%
- Objective 3.3	Environmental Stewardship Objective	40%	
Measure 3.3.1	EM Program Performance		60%
Measure 3.3.2	Waste Management Performance		40%
- Objective 3.4	Business Management Objective	10%	
Measure 3.4.1	Business Services Composite		25%
Measure 3.4.2	Business System Composite		75%

DOE Evaluation

The DOE evaluation of the Contractor's performance, and in turn, the DOE determination of the Contractor's Fee, will be based primarily on the performance levels achieved against the weighted Performance Measures identified above. In addition, for each Critical Outcome area, the Contracting Officer will also consider any other relevant information directly related to the Critical Outcome which is deemed to have had an impact (either positive or negative) on the Contractor's performance. Should the Contracting Officer consider other relevant information in establishing the final performance rating for any Critical Outcome, the Contractor will receive written notice of such intent and will be given the opportunity to respond in writing. This agreement does not impact DOE's rights under Article 6 – Paragraph (f) of the Prime Contract.

Change Control

Both DOE and BSA acknowledge that implementation of this performance-based contract will require both parties to continually refine selected Performance Measures, develop appropriate metrics, implement data collection and reporting mechanisms, and establish benchmarks against which to set targets for performance improvement and/or measurement. It is also recognized that a continuing effort is needed to refine the system for scoring performance in each of the Critical Outcomes included in this Appendix and for integrating these scores into an overall evaluation rating for each performance period. Therefore, a change-control process will be used by DOE and BNL to manage the content of this contractual document.

Performance Measure Development

The following concepts were used in the development of the Performance Measures and are provided for information and clarification in the process.

1. Critical Outcomes, their underlying Objectives, and associated Performance Measures should influence the improvement agenda of the Laboratory. They should incorporate best practices and reflect the DOE and BNL functional manager's judgment as to the key performance elements for overall successful operations. Best practices should include cost/risk/benefit effectiveness. Examples of key elements addressed are:

   - Quality of product
   - Timely delivery
   - Cost reduction
   - Cycle time reduction
   - User friendliness
   - Meet DOE requirements

2. Performance Measures should be results-oriented and should include criteria which are objectively measurable and allow for meaningful trend and rate of change analysis where possible, and use qualitative criteria in those cases where objective criteria will not produce meaningful evaluation results.

3. Performance Measures may reference industry business standards that are meaningful, appropriate and consistent with DOE requirements rather than arbitrary standards. To this end, benchmarking initiatives are encouraged. Setting benchmarks and targets should consider whether it is cost-effective to make further improvements or if the target level should be raised.

4. The relative weighting and metric for each Performance Measure shall be established prior to the start of the performance measurement period by mutual agreement of the Contractor and the DOE Contracting Officer. If the parties cannot reach agreement, the Contracting Officer shall have the right to establish such weights, subject to the provisions outlined in Article 7 of the Prime Contract.

5. Management approach, assumptions (including definitions), and performance rating levels shall be documented as appropriate.

6. Measures are to be developed in a team approach involving DOE personnel and Laboratory functional managers. Care should be taken to ensure that Laboratory functional managers are accountable for the resulting measures, reflecting their status as those responsible for performance and improvement.

7. Not including a Performance Measure does not diminish the need to comply with contractual requirements in that area of performance. Failure to comply with a significant contractual requirement may result in the Contracting Officer overriding the Performance Measures.

8. The Director of the Office of Science (SC-1) has the primary responsibility for evaluating Science and Technology performance (Critical Outcome 1), but practical input also will be sought from cognizant DOE Assistant Secretaries, Office Directors, and Program Managers. The Contracting Officer has the primary responsibility for evaluating performance relative to Critical Outcomes 2 and 3 in accordance with the Objectives, Performance Measures, and metrics of Attachment 1. However, the Contracting Officer shall inform SC-1 of any issues or concerns that should be considered when evaluating the Contractor's performance in Critical Outcome 1. This is especially important in those areas where operational performance could have a significant impact on the Contractor's ability to conduct successful research for the Department. The Contractor has responsibility to compile the data necessary to document its performance against all measures.

Critical Outcome 1.0: Basic Science & Technology

BNL WILL DELIVER INNOVATIVE, FOREFRONT SCIENCE AND TECHNOLOGY ALIGNED WITH DOE STRATEGIC GOALS IN A SAFE, ENVIRONMENTALLY SOUND, AND EFFICIENT MANNER AND WILL CONCEIVE, DESIGN, CONSTRUCT, AND OPERATE WORLD-CLASS USER FACILITIES.

The weight of this Outcome is 60% of total.

Cognizant DOE Assistant Secretaries and Office Directors have primary responsibility for evaluating the performance of Laboratory Science and Technology programs. In carrying out this responsibility, the Assistant Secretaries and Office Directors are likely to request assistance from the Program Managers under whose jurisdiction the various individual Laboratory programs fall.

In performing this evaluation, the Assistant Secretaries and Office Directors have available input from the following sources:

1. DOE Program Managers who carry out periodic reviews of the programs they fund. These reviews usually include use of independent technical experts. The Program Managers may use written reviews as a basis for evaluating the quality of the science and technology performed by the Laboratory and its relevance to their programmatic goals.
2. The Science and Technology Advisory Committee of the BSA Board that oversees the internal reviews of science and technical programs at Brookhaven. Independent review committees whose membership is drawn from the external scientific and engineering communities review each major Laboratory program on an 18-month cycle. The committees evaluate Laboratory divisions and programs with respect to the quality and performance of the staff, the quality and timeliness of the work, and the relevance of the programs to the goals of the Laboratory and sponsoring agencies. Reviews include consideration of the Performance Measures described below. The Committees' written reports and the Laboratory's responses are made available to the BSA Board for Brookhaven, DOE Contracting Officers, and to relevant DOE Program Managers.
3. In addition, input from Advisory Committees reporting to the cognizant DOE Assistant Secretary or Office Director that are appointed formally through the Federal Advisory Committee Act, from reviews of relevant Laboratory activities requested for the Secretary of Energy, or from cognizant Assistant Secretaries and Office Directors may be used.
4. BNL Self-Assessments which include Department Self-Assessments, Independent Peer Review, and Department and Lab-level Annual Self-Evaluations.

Objectives and Performance Measures:

1.1 Quality of Research

The weight of this Objective/Measure is 35%.

Reviewers will evaluate the overall quality of the research performed. Depending on the nature of the program, reviewers will consider the following:

Science: Success in producing original, creative scientific output that advances fundamental science and opens important new areas of inquiry; success in achieving sustained progress and impact on the field, and recognition from the scientific community, including awards, peer-reviewed publications, citations, and invited talks.

Technology: Whether there is a solid technical base for the work, the intrinsic technical novelty of the research, the importance of technical contributions made to the scientific and engineering knowledge base underpinning the technology program, and recognition from the technical community.

1.2 Relevance to DOE Missions and National Needs

The weight of this Objective/Measure is 10%.

Reviewers will consider whether the research fits within and advances the missions of DOE; contributes to U. S. leadership in the international scientific and technical communities; contributes to the goals and objectives of the Strategic plans of DOE and other national programs; and the extent of productive interaction with other Science and Technology programs. Depending on the nature of the program, reviewers will consider the following:

Science: The program's track record of success in making scientific discoveries of technological importance to DOE missions and U.S. industry, the degree of industrial interest in follow-on development of current research results, and the effective use of national research facilities that serve the needs of a wide variety of scientific users from industry, academia, and government laboratories.

Technology: The value of successfully developing pre-commercial technology to DOE, other federal agencies, and the national economy, the program's risks and costs, and where appropriate, the degree of industrial interest, participation, and support.

1.3 Success in Constructing and Operating Research Facilities

The weight of this Objective/Measure is 30%.

Reviewers will consider whether the construction and commissioning of new facilities is on-time and within budget, whether facility performance specifications and objectives are achieved, the reliability and safety of operations, adherence to planned schedules, and the cost-effectiveness of maintenance and facility improvements.

Reviewers will also assess the quality, innovation and achievements in designing and developing new facilities that will provide the next generation of research tools.

Reviewers of user facilities will also consider whether the user access program is effective, efficient, and user-friendly, the quality of the proposal evaluation process, the strength and diversity of user participation, the productivity of the research supported, both in science and technology, and the level of satisfaction among user groups.

Reviewers will consider the extent to which BNL provides effective and efficient leadership in the development of the Spallation Neutron Source (SNS) Project. In this project the Laboratory will perform assigned tasks and produce scheduled deliverables for the Spallation Neutron Source in accordance with the Inter-lab Memorandum of Agreement (MOA) and the approved annual work plans. Expectations for BNL performance in this area are reflected in the following Table.

Outstanding	Deliver annual work plan elements below cost and ahead of schedule.
Excellent	Deliver annual work plan elements on cost and schedule, including up to 50% of contingency.
Good	Deliver annual work plan elements within BNL project cost and/or schedule, including greater than 50% but less than or equal to 100% of contingency.
Marginal	Delivery of annual work plan elements exceeding cost and/or schedule, including contingency, such that BNL project critical path is impacted.
Unsatisfactory	Delivery of annual work plan elements exceeding cost and/or schedule, including contingency, such that overall SNS project critical path is impacted.

1.4 Effectiveness and Efficiency of Research Program Management

The weight of this Objective/Measure is 25%.

Reviewers will consider the quality of research plans; whether technical risks are adequately considered; whether use of personnel, facilities, and equipment is optimized; success in meeting budget projections and milestones; the effectiveness of decision-making in managing and redirecting projects; success in identifying and in avoiding or overcoming technical problems; the effectiveness with which technical results are communicated to maximize the value of the research results and to gain appropriate recognition for DOE and the Laboratory; effectiveness in developing, managing, and transferring to industry intellectual property and technical know-how associated with research discoveries; and the degree to which customer and stakeholder expectations are consistently met.

Critical Outcome 2.0: Operational Excellence

BNL WILL CONDUCT ALL WORK AND OPERATE ALL FACILITIES WITH DISTINCTION, FULLY INTEGRATED WITH AND SUPPORTIVE OF ITS SCIENCE, TECHNOLOGY, AND CLEANUP MISSIONS, WHILE BEING FULLY PROTECTIVE OF ITS WORKERS, ITS USERS, THE PUBLIC, AND THE ENVIRONMENT, AND FULLY RESPONSIVE TO DOE EXPECTATIONS FOR ES&H, QUALITY, FACILITY, AND INFORMATION MANAGEMENT.

The weight of this Outcome is 20% of total.

Objectives and Performance Measures:

2.1 ES&H Operations

The weight of this Objective is 15%.

Achieve integration of environmental stewardship, radiological, and safety management into all facets of the Laboratory's missions, and manage programs and operations in a manner that protects the ecosystem, workers, and public health.

2.1.1 Environmental Protection Composite

The weight of this Measure is 25%.

2.1.1.1 Environmental Results

The weight of this element is 33.3%

This composite establishes a simple measure to assess the timeliness of routine regulatory report submittals, and continues to track the number of significant spills and compliance with the NY State Pollutant Discharge Elimination System (SPDES) permit limits.

Compliance Component	Weight	Metric
A. Consistently meet all SPDES permit limits	33.3%	See Table A.
B. Eliminate Significant spills	33.3%	See Table B.
C. Submit reports in a timely manner	33.3%	Average score: Outstanding 4.0 - 5.0 Excellent 3.0 - 3.99 Good 2.0 - 2.99 Marginal 1.0 -1.99 Unsatisfactory 0 - 0.99

A. Consistently meet all SPDES permit limits.

BNL is committed to achieving full compliance with environmental requirements.

Compliance with SPDES discharge limits is important to stakeholders, as SPDES discharges can impact the Peconic and groundwater. Compliance depends upon the efforts of all organizations contributing to discharges through these outfalls. For monitoring Laboratory performance in this area the following process will be used:

Using the SPDES Discharge Monitoring Report results, the raw score for permit exceedances (for all parameters) that occurred during the previous calendar year will be determined. The "raw" score is determined using the algorithm shown below.

SPDES Permit performance expectations are:

1. Has a SPDES limit been exceeded?
   If no, assign a raw score value of 0.
2. If yes, is the exceedance significant?
   If no, assign a raw score value of 1.
3. If yes, has the exceedance occurred in two or more consecutive months?
   If no, assign a raw score value of 2.
4. If yes, has the exceedance occurred for more than one consecutive quarter?
   If no, assign a raw score value of 2 per month of violation then add 3 to the raw score total.
5. If yes, assign a raw score value of 2 per month of violation then add 10 to the raw score total.

Once the raw score has been determined, for each exceedance episode, determine the Quality Factor that will be used to adjust the raw score. The Quality Factor is used to rate the extent of the exceedance and is determined in accordance with the following Table:

Quality Factor	Toxic Pollutants	pH	Non-Toxic Pollutant
1	1.0 – 1.5 x Limit	Within 1 SU of Limit	1.0 – 3 x Limit
3	1.5 – 3 x Limit	Within 1. SU of Limit	3 – 5 x Limit
5	3 – 5 x Limit	Within 2 SU of Limit	5 – 10 x Limit
10	5 – 10 x Limit	Greater than 2 SU from Limit	>10 x Limit
20	>10 x Limit	N/A	N/A

Multiply the Quality Factor by the raw score for each exceedance episode to determine the adjusted score.

Assumptions:
1. Determination of a Significant Exceedance
   Toxic pollutants: Exceedance > 1.2 x Limit
   Non-Toxic Pollutants: Exceedance > 1.4 x Limit
   PH: > or <1 SU from Limit
2. Toxic Pollutants include all metallic elements (including iron), volatile organic compounds, cyanide, and radiological contaminants.
3. Non-Toxic Pollutants include BOD, TSS, residual chlorine, ammonia nitrates/nitrites, and coliform.

The following Table reflects expectations in this area.

Table A.

Rating Levels	Performance (Adjusted Score)
Outstanding	0
Excellent	1 – 25
Good	26 – 45
Marginal	46 – 75
Unsatisfactory	>75

Table B. Eliminate Significant Spills

Rank	Maximum Incident Rate	Remediation Conditions with Point Assignment	Total Score
Outstanding	0 incidents/year (16 points)	N/A	16
Excellent	1 incident/year (9 points)	Spill is cleaned up to the satisfaction of the NYSDEC within 30 days of the occurrence (3 points) and there are no impacts to groundwater (3 points)	12 - 15
Good	2 incidents/year (6 points)	Spill is cleaned up to the satisfaction of the NYSDEC within 60 days of the occurrence (2 points) and there are no impacts to groundwater (2 points)	8 - 11
Marginal	3 incidents/year (3 points)	Spill is cleaned up to the satisfaction of the NYSDEC within 60 days of the occurrence (1 point) and there are no impacts to groundwater exceeding MCLs (1 point)	5 - 7
Unsatisfactory	>3 incidents/ year or any spill with known impacts to groundwater which exceeds MCLs (0 points)	Spill is not cleaned up to the satisfaction of the NYSDEC (0 points)	0 - 4

B. Significant Spills

1. Spills are releases of liquids.
2. Spills of petroleum products greater than 42 gallons will be considered significant.
3. Any release of a hazardous material (excluding petroleum products) in quantities which exceed either of the following reportable quantities: RCRA, CERCLA, SARA, NYS Chemical Bulk Storage (6NYCRR Part 597) is considered significant.
4. If this release results in impact to groundwater above MCLs, then any quantity release is considered significant.
5. Spills completely contained within secondary containment systems will not be considered significant, regardless of quantity spilled.
6. Only spills associated with current operations will be considered under this measure (i.e., release occurs or is ongoing in FY00). Historical spills discovered during remedial investigations, other clean up or construction operations will not be included in this metric.

C. Timely submittal of routine reports.

1. Due date is the date the report is due to the regulatory agency, except for the Site Environmental Report, which is due to DOE-BHG on October 1.
2. For the purpose, of this measure, "routine reports" include: Discharge Monitoring Reports, Quarterly Air Emission Reports, Annual NESHAPs Report,

Annual Air Emission Statement, Major Petroleum Facility Semi-Annual Groundwater Monitoring Reports, SARA Reports (Tier I, II, and Form R), and the Site Environmental Report. Quality shall be assessed against the final documents only and shall consider technical and factual accuracy and completeness.

3. Average score shall be calculated assuming reports delivered >5 days ahead of due date receive a score of 5; 3<due date< score = 4; 0<due date<3, score = 2; >due date, score =0.

2.1.1.2 Groundwater Protection

The weight of this element is 33.3%

The groundwater protection measure has three components:

A. Submit Final Draft of Source Water Assessment for BNL potable water wells to DOE by January 1, 2001.

Metric:

Outstanding	On or before January 1, 2001
Excellent	On or before Jan 16, 2001
Good	Jan 17 to Feb 16,2001
Marginal	Feb 17 to Mar 18, 2001
Unsatisfactory	After Mar 18, 2001

weight – 33.3%

B. Data availability in the Environmental Information Management System (EIMS).

1. Current data are defined as environmental monitoring data for which analytical results have been received by the EIMS data coordinator after June 30, 2000 and before September 1, 2000.
2. Availability is based upon a comparison of chain of custody records versus analytical results contained in the EIMS.
3. Performance will be measured as of September 30, 2001.

Metric:

Outstanding	>=80% of current data available
Excellent	70% - 79% data available
Good	60% - 69% current data available
Marginal	50% - 59% current data available
Unsatisfactory	<50% current data available

weight – 33.3%

C. Data Quality Objectives

Complete the Data Quality Objective (DQO) process for existing groundwater monitoring projects listed in the FY00 Environmental Monitoring Plan by September 30, 2001.

Metric:

Outstanding	Completing DQO process for >90% of projects
Excellent	Completing DQO process for >80% of projects
Good	Completing DQO process for >70% of projects

Marginal	Completing DQO process for >50% of projects
Unsatisfactory	Completing DQO process for <50% of projects

weight – 33.3%

2.1.1.3 Pollution Prevention

The weight of this element is 33.3 %

A. Reduction in Hazardous, Mixed and Low-Level Radioactive Waste Streams: During FY01, the Laboratory will demonstrate continual improvement in reducing waste generation rates from routine operations for the following waste streams: hazardous waste, low-level radioactive waste and low-level mixed waste streams.

Outstanding	All three generation rates decline
Excellent	Two out of three decline, no significant increase in the other
Good	One declines, no significant increase in the other two
Marginal	Significant increase in one rate
Unsatisfactory	Significant increase in two or three rates

1. Significant increase is defined as more than 10%.
2. Waste generation per year (the waste generation rate) for each of the three waste streams will be graphed using fiscal year 1993 as the baseline. Continual improvement will be demonstrated by a declining slope of the line from the previous fiscal year.
3. Only waste from "routine operations" is applicable to the goal. Construction and demolition wastes, restoration waste, newly identified waste, lab clean outs, legacy wastes, spills, PCB waste, lead paint debris and lead shielding, and other wastes determined to be "non-routine" (as agreed between BHG and BSA) will not be counted toward this goal.
4. Source of data used in this metric shall be the Waste Management Divisions database (hazardous, radioactive and mixed waste).
5. This measure assumes sufficient funds will be available for performance of Pollution Prevention Opportunity Assessments and for implementation of feasible options.

Any actual or anticipated change in workload or operations will be brought to the attention of the Brookhaven Group as soon as possible, and appropriate changes made to these goals.

B. Evaluation and Implementation of Pollution Prevention Measures: All the pollution prevention measures identified in the Phase II process evaluations will be evaluated. They will be dispositioned as viable, implemented, or not viable. The basis for the disposition will be documented in the Phase II database. Those determined to be viable will then be screened for economic feasibility according to standard criteria (see note below). Viable low cost (under $1000) opportunities identified will be implemented by the respective Departments (assuming Departmental funds are available). Viable, economically feasible, higher cost opportunities, will be prioritized and High Return on Investment (ROI) Pollution Prevention proposals will be prepared for a minimum of the top 25%. The proposals will be prepared according to a standard format (see

http://www.esh.bnl.gov/pollutionpreve/p25.htm) and will include an assessment of the environmental benefits, potential waste reduction, costs of implementation, and return on investment (payback period). Proposals will be submitted to the P2 Council for further prioritization and consideration for implementation (assuming funding is available).

Outstanding	All Phase II P2 opportunities dispositioned, ROI proposals are done on 25% of viable and economically feasible higher cost opportunities.
Excellent	All Phase II P2 opportunities dispositioned, ROI proposals are done on 15% of viable and economically feasible higher cost opportunities.
Good	All Phase II P2 opportunities dispositioned, , ROI proposals are done on 10% of viable and economically feasible higher cost opportunities.
Marginal	All Phase II P2 opportunities dispositioned.
Unsatisfactory	P2 opportunities not dispositioned.

1. Viability will be determined based on technical feasibility and probability of successful implementation.
2. Economic feasibility will be determined as those with the potential for a 33% return on investment (or a 3-year payback).

2.1.2 Radiological Control

The weight of this Measure is 25%.

Radiological Control Operational Performance Objective- BNL will achieve operational excellence in Radiological Control.

2.1.2.1 ALARA Collective Dose Goals of ER, BGRR, CAD, RD, RCD, WM

The measure will be based on the composite of the number of departments/divisions and their individual goal performance. The individual departments/divisions will each receive a rating based on the table below and then the composite will be the the average of the ratings for the individual departments.

Performance Rating Levels

Rating Level	Performance
Outstanding	Under Running >20%
Excellent	Under Running >10%
Good	Goals Met
Marginal	Over Running >20%
Unsatisfactory	Over Running >40%

Weighting Factor 35%

2.1.2.2 Number of Radioactive Contaminations reportable under ORPS.

Performance Rating Levels

Rating Level	Performance
Outstanding	≤4

Excellent	5-8
Good	9-12
Marginal	13-16
Unsatisfactory	≥17

Weighting Factor 15%

2.1.2.3 ASL Performance

ASL performance in off-site proficiency evaluations with DOE EML, EPA NERL, NYS ELAP

Performance Rating Levels

Rating Level	Performance
Outstanding	>95
Excellent	90-94
Good	85-89
Marginal	80-84
Unsatisfactory	<80

Weighting Factor 25%

2.1.2.4 Closeout of RCD Corrective Actions by BHG.

Performance Rating Levels

Rating Level	Performance
Outstanding	100% of items on time
Excellent	95% of items on time
Good	85% of items on time
Marginal	70% of items on time
Unsatisfactory	<70% of items on time

Weighting Factor 25%

2.1.3 Occupational Safety and Health

The weight of this Measure is 25%.

2.1.3.1 BNL will seek to achieve excellence in worker safety and health protection. In the area of Occupational Safety and Health BNL will seek to improve the following reportable rates:

Total Recordable Case Rate (OSHA Recordables) TRCR
Lost Workday Case Rate (LWCR)
Lost Work Day Rate (LWDR)

Where:

$$\text{TRCR per 100 FTEs} = \frac{\text{Number of OSHA reportable injuries/illnesses} \times 200{,}000}{\text{Total Hours Worked}}$$

$$\text{LWCR per 100 FTEs} = \frac{\text{Number of Lost Workday Cases} \times 200{,}000}{\text{Total Hours Worked}}$$

$$\text{LWDR per 100 FTEs} = \frac{\text{Number of Days Away From Work+Restricted Days x 200,000}}{\text{Total Hours Worked}}$$

The weight of this element is 20%.

The following Table reflects expectations in these areas. The metrics used for this performance measure are derived from the DOE 5-year averages published on CAIRS as recommended by the DOE Brookhaven Group.

Table 1

Metric/ Weight	Outstanding	Excellent	Good	Marginal	Unsatisfactory
TRCR/ 0.33	<30% of Mean	<15% to 30% of Mean	+/-15% of Mean	>15% to 30% of Mean	>30% of Mean
	<2.30	2.31 – 2.79	2.80 – 3.79	3.80 – 4.29	>4.29
LWD/0. 33	<31.99	31.99 – 38.44	38.85-52.55	52.56-59.41	>59.41
LWCR/ 0.33	<50% of Mean	<25% to 50% of Mean	+/-25% of Mean	>25% to 50% of Mean	>50% of Mean
	<0.80	.80-1.19	1.20-2.00	2.01-2.40	>2.40

*Historical Averages 1995 - 1999 from the CAIRS Data Base (CY)

Table 2

Score	Performance for TRCR and LWDR	Performance for LWCR
4	<30% of Mean	<50% of Mean
3	<15% to 30%	25% to 50% of Mean
2	+/- 15%	+/- 25% of Mean
1	>15% to 30%	>25% to 50% of Mean
0	>30%	> 50% of Mean

Composite Score = TRCR score x .33 + LWDR score x.33 + LWCR score x .33

Table 3

Rating Level	Composite Score Based on Table 2
Outstanding	3.5 – 4.0
Excellent	2.5 – 3.49
Good	1.5 – 2.49
Marginal	0.5 – 1.49
Unsatisfactory	<0.5

2.1.3.2 Chemical Safety Performance

The weight of this element is 80%

Perform joint (BSA/DOE) assessment of the BNL Chemical Safety Program. Evaluate the following:

- Conformance to Chemical Management System inventory requirements
- Disposition of chemicals for terminated or transferred staff
- Storage of Chemicals
- Exposure assessments
- Use of PPE
- Classification of Chemical Work Areas
- Chemical Safety Training

The performance score and adjectival rating will be based on criteria established in the assessment plan developed jointly by BSA and DOE-BHG.

2.1.4 Training and Qualifications

The weight of this Measure is 25%.

Demonstrate Effectiveness of T&Q Program
- Workers trained and qualified to perform assigned work independently
- Worker knowledge commensurate with assigned responsibilities
  1) Percentage of Staff Linked to Job-specific Training Assessments (JTAs)
  2) Percentage of Requirement JTA Profiles for Staff Reviewed/Updated Yearly (at minimum) for Additional T&Q Needs
  3) Percentage of Training and Qualification Requirements Completed by Staff

2.1.4.1 T&Q Metric for Permanent Employees

The weight of this element is 60%.

1) Percentage of Employees Linked to Job-specific Training Assessments
2) Percentage of Requirement Profiles for Employees Reviewed/Updated Yearly for Additional T&Q Needs
3) Percentage of Training and Qualification Requirements Completed by Employees

Metric for Permanent Employees

Outstanding	>= 95%
Excellent	90% to < 95%
Good	85% to < 90%
Marginal	80% to < 85%
Unsatisfactory	< 80%

2.1.4.2 T&Q Metric for Transient Staff[1],[2]

The weight of this element is 40%.

1) Percentage of Staff Linked to Job-specific Training Assessments
2) Percentage of Requirement Profiles for Staff Reviewed/Updated Yearly for Additional T&Q Needs
3) Percentage of Training and Qualification Requirements Completed by Staff

[1] Measure does not include transient non-employee staff who will be working on-site for less than 60 days in a year.
[2] Measure to be re-evaluated in November 2000 based on the functionality of the Guest/Visitor/Contractor database.

Metric for Transient Staff (1,2,3):

Outstanding	>= 80%
Excellent	75% to < 80%
Good	70% to < 75%
Marginal	65% to < 70%
Unsatisfactory	< 65%

2.2 Facility Infrastructure

The weight of this Objective is 10%.

2.2.1 Facility Project Management

Facility construction and maintenance projects are managed to ensure scope, schedule and cost. Approved projects are completed on time, within budget, and meet baseline expectations. Uncosted carryovers are minimized.

The weight of this Measure is 30%.

Measures:
Projects – This performance indicator is for all capital-funded construction projects, excluding Strategic Systems (formerly Major Projects and Major Systems Acquisitions) and EM Projects. It examines the percent of capital funds obligated and costed per fiscal year, the percent of projects on schedule and the number of capital construction projects with scope completed within the Total Estimated Cost (TEC). The formula for calculating the performance indicator is:

Project Rating (PM):

$$(PM) = 0.2\,(a^1 + a^2) + 0.2\,(b^1 + b^2) + 0.2\,(c)$$

FY00 Performance Measure

(PM) =	0.90 to 1.00	Outstanding
	0.80 to 0.89	Excellent
	0.70 to 0.79	Good
	0.60 to 0.69	Marginal
	less than 0.60	Unsatisfactory

Where:

2.2.1.1 Funds Committed

$$(a^1) = \frac{\textit{Actual Funds Committed}}{\textit{Total Planned Funds Committed}}$$

Description of Proposed Method

$$\frac{\textit{Actual Present Year Funds (Line Item + GPP) Committed}}{\textit{Total Planned (Line Item + GPP) Committed}}$$

Notes:

a. Measure funds commitment performance only for funds received in the fiscal year being measured.

b. Measure will not consider funds received late in fiscal year – only funds received in financial plan during first quarter will be used in calculation.
c. Total planned funds committed excludes planned contingency funds (usually about 12%).
d. Only planned (requested) project funds will be included.
e. Funds committed (obligated) will continue to be measured when contracts and PO's are "pinned," as reflected in the B&E Report.

2.2.1.2 Funds Costed

$$(a^1) = \frac{\textit{Actual Funds Costed}}{\textit{Total Planned Funds Costed}}$$

Description of Proposed Method

$$\frac{\textit{Actual Present Year Funds (Line Item + GPP) Costed}}{\textit{Total Planned (Line Item + GPP) Costed}}$$

Notes:
a. Measure funds costed performance for funds received in fiscal year being measured.
b. Measure will not consider funds received late in fiscal year – only funds received in financial plan during first quarter will be used in calculation.
c. Only planned (requested) project funds will be included.

2.2.1.3 Project Schedule Compliance (GPP and IHEM)

$$(b^1) = \frac{\textit{No. of GPPs Completed on Schedule}}{\textit{No. of GPPs Scheduled to Complete}}$$

Description of Proposed Method

1. BNL and DOE agree on actual completion milestone dates and document and track them in the Plant Engineering Monthly Project Report.
2. List all GPP and IHEM projects with TEC>$300K and completion milestone falling in current fiscal year.
3. Determine how many were completed on-time using construction "substantially complete" as complete.
4. "Substantially complete" means project is ready for beneficial occupancy or use, as described in the Project Management Control System.

Notes:
GPP and IHEM project schedules will be established in cooperation with BHG in continuation of current approval process.

2.2.1.4 Project Schedule Compliance (Line Item)

$$(b^1) = \frac{\textit{No. of Line Item Milestones } (^1) \textit{ Completed on Schedule}}{\textit{No. of Line Item Milestones } (^1)}$$

(^{1})Key controlled milestones

Description of Proposed Method

1. BNL and DOE agree on actual baseline completion milestone dates and document and track them in the Plant Engineering Monthly Report.
2. List all Line Item projects with key controlled milestones falling in the current fiscal year.
3. Determine current year milestones completed on or ahead of schedule.

Notes

a. Key controlled milestones are those described in the approved Project Management Plan:
   Design Start
   - Design Complete
   - Construction Start
   - Construction Complete

c. Construction complete is defined as "substantially complete".
d. "Substantially complete" means project is ready for beneficial occupancy or use, as described in the Project Management Control System.

2.2.1.5 Scope Completed Within Approved Baseline (Line Item, GPP, and IHEM >300K)

$$(c) = \frac{\textit{Projects completed within Approved Baseline}}{\textit{Total Projects Complete}}$$

Description of Proposed Method

1. Review Line Item, GPP and IHEM (>$300K TEC) projects completed through the fiscal year.
2. Upon project completion, determine whether project baseline scope was completed within the approved baseline Total Estimated Cost (TEC).
3. Determine the total number of Line Item, GPP and IHEM (>$300K TEC) projects completed within approved baseline (approved original project and approved baseline change proposals)
4. Determine total number of projects completed.
5. Calculate:

$$(c) = \frac{\text{Projects Completed within Approved Baseline}}{\text{Projects Completed}}$$

Notes

a. Justifiable BCPs will be approved by DOE-BHG for legitimate scope changes or reductions (i.e., due to program changes, reasonable unforeseen project conditions, new regulatory requirements, etc.)
b. Plant Engineering is not currently managing any projects classified as "Strategic Systems" under LCAM (formerly Major Projects and Major System Acquisitions). Presently, the RHIC Project is the only such project at BNL.

2.2.2 Facilities/Infrastructure Management

The weight of this Measure is 30%

2.2.2.1 Reliable Infrastructure

Note: This is a compilation of two FY2000 performance measures.

Infrastructure Reliability Index (RI)

$$(RI) = 0.6\ (ESR) + 0.4\ (BFR)$$

2.2.2.1.1 Utility Services are Reliable

Measure

Electric System Reliability (ESR):

$$(ESR) = \frac{\text{Total Customer Hours} - \text{Unplanned Outage Customer Hours}}{\text{Total Customer Hours}}$$

Greater than 0.999	Outstanding
0.998 to 0.999	Excellent
0.996 to 0.997	Good
0.994 to 0.995	Marginal
(ESR) = less than0.994	Unsatisfactory

Description of Proposed Method

1. When an unplanned electric power outage occurs, an electrical supervisor will log outage.
2. Information will be forwarded to O&M Manager's office, where it will be completed. Data will be tracked monthly.
3. Through the fiscal year, all electric power customer-outage-hours will be totaled to arrive at a figure for total customer-hours outage for the fiscal year.
4. Electric distribution system reliability will be calculated:

$$\frac{\text{Total Customer Hours - Unplanned Outage Customer Hours}}{\text{Total Customer Hours}}$$

Notes

1. Standard population figures for each building will be supplied by Plant Engineering's planning group and updated periodically.
2. Customer outage hours will be based on the actual time the facilities are without power times the population for those buildings.
3. Total customer hours will be calculated using figures supplied by Plant Engineering's planning group times 8760 hours per year.
4. Only outages due to failures in the BNL-maintained power distribution system (13.8kV and 2400V) will be included. Off-site (LIPA) outages will not be included. Outages due to malfunctions inside buildings will not be included.

2.2.2.1.2 Building and Facilities are Reliable.

Note

This measure is similar in design to the utility services (electric reliability) measure above. It is intended to measure the effectiveness of maintaining buildings in operational status with due consideration of the present (FY99 and FY00) infrastructure budget constraints.

Measure:

Building and Facilities Reliability (BFR):

$$(BFR) = \frac{\text{Total Building Availability } (ft^2\text{–days}) - \text{Building Failures } (ft^2\text{–days})}{\text{Total Building Availability } (ft^2\text{–days})}$$

FY00 Performance Measure

(BFR) =	greater than 0.999	Outstanding
	0.998to 0.999	Excellent
	0.996to 0.997	Good
	0.994to 0.995	Marginal
	less than 0.994	Unsatisfactory

Description of Proposed Method

1. When an unplanned building system outage or failure occurs, which significantly disrupts occupants of a building or renders the space unusable, the cognizant Plant Engineering supervisor will log outage. The information will be forwarded to O&M Manager's office. Data will be tracked.
2. At the end of each reporting period (month), all building failures will be totaled to arrive at a figure for building and facility reliability for the fiscal year.
3. Building and facility reliability will be calculated as a percentage:

$$\frac{\text{Total Building Availability (ft}^2\text{–days)} - \text{Building Failures (ft}^2\text{–days)}}{\text{Total Building Availability (ft}^2\text{–days)}}$$

Notes

1. Standard square footage for each building will be from Plant Engineering's planning group space database.
2. Building and facility failure days will be based on the actual days the facilities are without critical services (or are unusable) times the normal population for those buildings.
3. Total Building Availability will be calculated using site square footage figures supplied by Plant Engineering's planning group times 365 days per year.

2.2.2.2 Energy Utilization is Effectively and Efficiently Managed.

Total building and facility energy consumption declines consistent with plans for site growth and operations.

Measure:

Percent reduction in energy consumption per gross square foot.

Executive Order 13123, "Greening the Government through Efficient Energy Management", dated 6/3/99, requires that all Federal agencies work to meet Federal energy management goals for FY 2010 and implement strategies to meet those goals.
The DOE has established and maintained a series of progressive energy reduction goals covering the period of FY 1985–2010. The current energy reduction goals are to reduce building energy: 20% by FY2000; by 30% in FY 2005; and by 35% by 2010, all as compared to FY 85.

$$(E) = \frac{\textit{Last FY B\&F Energy Use} - \textit{Current FY B\&F Energy Use}}{\textit{Last FY B\&F Energy Use}}$$

FY99 Performance Measure

Annual B&F energy decrease over 4%	Outstanding
Annual B&F energy decrease 2-4%	Excellent
Annual B&F energy decrease 0-2%	Good
Annual B&F energy increase 0-5%	Marginal
Annual B&F energy increase over 5%	Unsatisfactory

Description of Proposed Method

1. Calculate and report reduction in building and facility electric and thermal energy consumption (non-metered process / non-programmatic facilities).
2. Compare current fiscal year energy building and facility electric and thermal energy consumption to last year's consumption to measure recent progress toward federal goals. For example:
   - FY99 = 300,318 Btu/SF
   - FY98 = 329,797 Btu/SF
   - FY97 = 337,720 Btu/SF
   - FY96 = 350,397 Btu/SF
   - FY95 = 354,641 Btu/SF*
   - FY85 = 434,288 Btu/SF*

   * base year

   $$\frac{329{,}797 \text{ Btu/SF} - 300{,}318 \text{ Btu/SF} * 100}{329{,}797 \text{ Btu/SF}} = 9.0\% \text{ reduction}$$

3. Continue to "track and trend" progress in energy reduction – current year to base year – and calculate percent reduction. For example:
   - FY99 = 300,318 Btu/SF
   - FY85 = 434,295 Btu/SF

   $$\frac{434{,}288 \text{ Btu/SF} - 300{,}318 \text{ Btu/SF} * 100}{434{,}288 \text{ Btu/SF}} = 30.1\% \text{ reduction}$$

Notes

a. Metered process not a good performance measure as it is budget driven and dependent on research machine (i.e., RHIC, AGS, NSLS) operational modes.
b. IHEM (energy conservation project) program was discontinued in FY96 (with two additional projects funded in FY98). Also, weather (i.e., heating and cooling degree-days) and program changes (e.g., machine operations) can significantly affect this measure.

2.2.2.3 Condition Assessment Survey Progress

The physical condition of buildings and facilities will be surveyed and assessed (e.g., CAS inspections) over a reasonable time period, in accordance with DOE O 430.1A, "Life Cycle Asset Management" requirements.
The DOE goal is to conduct condition assessments of each building (cover the entire site) every five years. Currently, BNL is surveying buildings on about a ten-year cycle. This measure represents the second year of a two-year program to improve CAS inspection cycle time at BNL.

Plant Engineering has obtained budget authority and entered into a CAS inspection contract with the goal of inspecting all buildings on site on a three-year cycle.

Measure:
Calculate the percentage of the site's buildings, by floor area (square footage), CAS inspected each fiscal year.

Percent of site inspected (FY01 - 2nd year of plan)	**Cycle time**	**Rating**
Greater than 33%	<3 years	Outstanding
Greater than 25 to 33%	3 - 4 years	Excellent
Greater than 20 to 25%	4 - 5 years	Good
Greater that 17 to 20%	5 - 6 years	Marginal
Less than 17%	>6 years	Unsatisfactory

2.2.3 Real Property

The weight of this Measure is 20%.

2.2.3.1 Space Consolidation (into permanent facilities)

Measures consolidation of BNL mission activities from small, wood frame structures into existing permanent multi-use research facilities. BNL is planning to consolidate programs and support functions into facilities with lower occupancy over the next two years.

Measure:

The percentage change in office occupancy for the BNL's large permanent facilities will be calculated as:

$$OCC = OCC_{00} - OCC_{99}$$

$$OCC_{00} = \frac{\text{actual number of office occupants (FY00) x 100}}{\text{design office occupancy}}$$

$$OCC_{99} = \frac{\text{actual number of office occupants (FY99) x 100}}{\text{design office occupancy}}$$

OCC =	greater than 7.0%	Outstanding
	6.1%to 7.0%	Excellent
	5.1%to 6.0%	Good
	4.1%to 5.0%	Marginal
	less than4%	Unsatisfactory

Building Number	**Design Occupancy**	**Actual Occupancy 10/1/99**	**% Occupancy 10/1/99**	**Actual Occupancy 9/30/01**	**% Occupancy 9/30/01**
463	112	96	86%		
480	39	38	97%		
490	202	102	50%		
510	341	294	86%		

515	120	100	83%		
535	82	74	90%		
555	152	100	66%		
815	73	56	77%		
911	216	185	86%		
Totals	**1337**	**1045**	**78%**		

Notes

a. Office occupants are employees and guests using/sharing the office at least 150 days per year.

b. Design office occupancy is per the Plant Engineering space database.

2.2.4 Strategic Infrastructure Plan

The weight of this Measure is 10%.

Infrastructure Planning Document Milestones

Infrastructure planning documents are comprehensive, well written and integrated with BNL mission goals:

Measure:
Required infrastructure planning documents are submitted timely and accepted by DOE-BHG.

FY01

PROJECT/TASK	MILESTONE
Commitment Affirmation Letter	10/31/00
ESH&I Management Plan	4/30/01
Institutional Plan, Site & Facilities Section	5/30/01
Energy Management Plan Update	5/30/01
GPP Program Plan	Eight (8) weeks after DOE approval of CURL
Special Maintenance Program Plan	Eight (8) weeks after DOE approval of CURL
Site Master Plan	9/30/00
Alternative Financing (ESPC) for Energy Management Study	12/31/00
Site Master Plan Implementation: prepare ADSs for each project recommended by Site Master Plan	2/28/01
Develop line item and GPP implementation schedule / proposed funding program for obtaining funding for Site Master Plan projects (input to Institutional Plan)	4/30/01

Scoring is based on satisfactory task completion by the milestone date commitment. Performance shall be measured as follows:

Missed 0 milestones	Outstanding
Missed 1 or 2 milestones	Excellent
Missed 3 milestones	Good
Missed 4 milestones	Marginal
Missed 5 milestones	Unsatisfactory

2.2.5 Recycling of Solid Waste

The amount of solid waste sent to the Landfill will be controlled and reduced through recycling, whenever possible.

The weight of this Measure is 10%.

Measures:
The quantities (by weight) of solid waste (in various waste streams) recycled and disposed of at the Brookhaven Town Landfill will be measured. The percent of waste that is recycled will be reported.

This measurement is an indicator of the effectiveness of the material recycling and waste reduction efforts at BNL.

Percent Recycled (PR)

$$PR = \frac{\textit{Total tons of solid waste recycled}}{\textit{Total tons of solid waste generated}}$$

FY00 Performance Measure

More than 40.0%	Outstanding
35.0% to 39.9%	Excellent
30.0% to 34.9%	Good
25.0% to 29.9%	Marginal
Less than 25.0% recycled	Unsatisfactory

Description of Proposed Method

1. Solid waste generated at BNL is either recycled (white/computer paper; mixed paper; cardboard; bottles/cans; tires) or sent to the Brookhaven Town Landfill for disposal (putrescibles; animal waste).
2. Track and record tons of waste recycled and tons of waste sent to Brookhaven Town Landfill. Add recycled and landfilled waste to obtain total tons of solid waste generated at BNL.

Notes

a. Background data: FY92 percent recycled = 2.9%
FY93 percent recycled = 14.2%
FY94 percent recycled = 27.6%
FY95 percent recycled = 30.5%
FY96 percent recycled = 29.8%
FY97 percent recycled = 22.6%
FY98 percent recycled = 28.7%*
FY99 percent recycled = 43%**

* BNL/Brookhaven Town cooperative recycling program began 3/98.
** To date, (as of 4/99).

b. Measure excludes construction debris (which is normally recycled). The construction debris waste stream varies significantly with annual variations in construction funding and type of construction activity and would significantly distort the measure.
c. Measure excludes hazardous or radioactive wastes.

2.3 ESH&Q Management Systems Objective

The weight of this Objective is 50%.

BNL will develop and implement next generation management systems and establish the necessary organizational constructs to ensure continuous improvement in ES&H performance and operations support.

2.3.1 SBMS Implementation

The weight of this Measure is 10%.

The purpose of this measure is to ensure the continued improvement of the SBMS that is integrally linked to the Laboratory's success in ISMS.

This measure is a composite measure comprised of various milestones. The goal is the continued and successful conversion of the BNL legacy manuals to subject areas.

Being a composite measure, the scoring will be determined by taking an average of each milestone score. As compensation in the event of additional manual conversion, the score for the measures shall first be calculated. For each additional manual converted, one-tenth of that score shall be calculated and then added to the base score. For example: If the composite yields a 3.10 and one additional manual is converted, then the final score shall be 3.41.

Milestones and Metrics:

1. Determine which manuals are to be converted.

Sub-measure = 40%.

Determine the strategy for converting manuals or manual sections into subject areas based on discussions with SBMS Steering Committee and Management System Stewards. Strategy will include long-term goals for converting all manuals and the planned FY01 conversion efforts to accomplish the long-term goal and written contracts with each Management System Steward for the planned implementing FY01 activities. The written contracts will include a resource-loaded plan and indicate budget authority for each manual.

Rating	Milestone Completion
Outstanding	10/6/00
Excellent	10/13/00
Good	10/27/00
Marginal	11/1/00
Unsatisfactory	After 11/1/00

2. Mid-year assessment of status.

Sub-measure = 10%

Perform mid-year assessment of the status of conversion based on initial plan. Report to DOE and BNL Management.

Rating	Milestone Completion
Outstanding	Status by 4/01/01
Excellent	Status by 4/15/01

Good	Status by 4/30/01
Marginal	
Unsatisfactory	Status after 4/30/01

3. Legacy Manuals conversion by end of year.

Sub-measure = 50%

Planned manual conversion on time by the end of the year.

Rating	Milestone Completion
Outstanding	100% of all planned sections completed by 8/30/01
Excellent	90% or more of all planned sections completed by 9/30/01
Good	80% of all planned sections completed by 9/30/01
Marginal	75% of all planned sections completed by 9/30/01
Unsatisfactory	Less than 75% of all planned sections completed by 9/30/01

2.3.2 ISM Performance Composite

The weight of this Measure is 10%.

2.3.2.1 Develop a system for long-term performance monitoring of the ISM system by December 1, 2000. 20%

DOE-BHG will have the opportunity to review and comment on the system. Achieving this milestone is based on resolution of comments received from DOE-BHG within the review period.

Metrics:

Ahead of Schedule	Outstanding
0-30 days	Excellent
31-60 days	Good
61-90 days	Marginal
>90 days	Unsatisfactory

2.3.2.2 Benchmark ISMS measurement system by April 1, 2001 40%

Metrics:

Ahead of Schedule	Outstanding
0-30 days	Excellent
31-60 days	Good
61-90 days	Marginal
>90 days	Unsatisfactory

2.3.2.3 Develop ISMS improvement plan based on measurement system and benchmarking activities by May 30, 2001 20%

DOE-BHG will have the opportunity to review and comment on the Improvement plan. Achieving this milestone is based on resolution of comments received from DOE-BHG within the review period.

Metric:

Within 30 days	Outstanding
31-60 days	Excellent
61-90 days	Good
91-120 days	Marginal
>120 days	Unsatisfactory

2.3.2.4 Achieve progress in Accelerator Safety Basis documentation upgrades 20%

Measures:

A. By 9/30/01 complete the following:
   NSLS Accelerator Safety Envelope (ASE) upgrade
   BLIP ASE and Safety Assessment Document upgrade

B. Self-Assessment of the process for managing accelerator safety basis documentation upgrades.

   Note:
   BHG will have an opportunity to review and comment on the assessment plan.

Metric:

Outstanding:	Stated safety basis documents upgrades completed and self-assessment of processes results in an outstanding adjectival rating in accordance with established assessment criteria.
Excellent:	Stated safety basis document upgrades completed and self-assessment of processes results in an excellent adjectival rating in accordance with established assessment criteria.
Good:	One of two safety basis document upgrades completed and self-assessment of processes results in an excellent or above adjectival rating in accordance with established assessment criteria.
Marginal:	One of two safety basis document upgrades completed and self-assessment of processes results in a good adjectival rating in accordance with established assessment criteria.
Unsat:	No safety basis documentation upgrade completed

2.3.3 Environmental Management System

The weight of this Measure is 20%.

Achieve Laboratory-wide ISO 14001 registration by September 30, 2001.

Outstanding	Registration before September 30, 2001
Excellent	Within 30 days
Good	Within 60 days
Marginal	Within 90 days
Unsatisfactory	>90 days

2.3.4 IAP Implementation

The weight of this Measure is 30%.

2.3.4.1 % of required assessment activities (as defined in the IAP Subject Area) completed on schedule. 20%

Metric:

>95%	Outstanding
91-95%	Excellent
86-90%	Good
81-85%	Marginal
<80%	Unsatisfactory

2.3.4.2 % of Institutional level Corrective/Improvement Actions (as tracked through the ATS) completed on schedule — 20%

Metrics:

>95%	Outstanding
85-95%	Excellent
75-84%	Good
65-74%	Marginal
<65%	Unsatisfactory

2.3.4.3 BHG review of BNL's Self Evaluation of its Overall Program — 60%

2.3.5 Quality Management System Verification

The weight of this Measure is 10%,

2.3.5.1 Develop Verification Plan by February 15, 2001 — 30%
This Plan will have been previously reviewed by DOE and will incorporate resolution of comments as agreed to by DOE-BHG

2.3.5.2 Complete Verification by July 30, 2001 — 70%

Metrics:

- Prior to, or meeting milestone = outstanding
- +15days = excellent
- +16 - 30days = good
- +31 - 45days = marginal
- >45days = unsatisfactory

2.3.6 Rad Con Program Implementation

The weight of this Measure is 20%.

2.3.6.1 Performance measurement based on the composite ratings received in the four program element reviews of the triennial assessment.

Weighting Factor 60%

Rating Level	Performance
Outstanding	Composite is Outstanding
Excellent	Composite is Excellent
Good	Composite is Good
Marginal	Composite is Marginal
Unsatisfactory	Composite is Unsatisfactory

2.3.6.2 Overall radiological control program performance evaluation based on annual self-assessment evaluation.

Weighting Factor 40%

Performance Rating Levels

Rating Level	Performance
Outstanding	Excellent overall evaluation
Excellent	Very good overall evaluation
Good	Good overall evaluation
Marginal	Marginal overall evaluation
Unsatisfactory	Unsatisfactory overall evaluation

2.4 Information Infrastructure

The weight of this Objective is 25%.

Conduct information services and related operations with distinction, as described by and in support of Operational Excellence. Focus on developing the institutional-level operating infrastructure needed to underpin an excellent business/information technology infrastructure.

2.4.1 Information Services

Re-engineer the desktop lifecycle support services, from procurement, through operations, to retirement. This includes the scientific as well as the administrative desktops.

The weight of this Measure is 20%

Identify the best approach for each IT service in terms of efficiency, quality, customer satisfaction, and cost-effectiveness.

Performance Measure Milestones:
1. Outsource the hardware service (break/fix) function by 12/31/00.
2. Purchase, test and deploy software distribution tools by 12/31/00
3. Purchase, test and deploy remote management tools by 12/31/00
4. Purchase, test and deploy asset management tools by 12/31/00.
5. Establish a customer service center to replace the current helpdesk model by 12/31/00.

Metric: Meeting the project milestones above will be considered Excellent performance and bettering a milestone by 30 days or more will comprise Outstanding performance for that milestone. Missing a milestone by up to 45 days will be considered Good performance for that milestone. Missing a milestone by more than 45 days will be considered Marginal performance for that milestone and by more than 90 days will be considered Unsatisfactory performance for that milestone.

Each milestone will be awarded points as follows based on accomplishment of that milestone:
Outstanding - 4 Points
Excellent - 3 Points
Good - 2 Points
Marginal - 1 Point
Unsatisfactory - 0 Points

The evaluation of the Performance Measure will be the numerical average of the scores of the supporting milestones.

2.4.2 Cyber Security

Provide a computing and communications environment that is secure, yet open for interaction to effectively conduct the Laboratory's business.

The weight of this Measure is 45%.

Continue to implement the Laboratory's computer security program, according to DOE guidelines and directives, and as documented in BNL's Cyber Security Protection Plan (CSPP). Note that the CSPP contains details on the milestones listed below.

Performance Measure Milestones:

1. Formally evaluate, on a quarterly basis, the Multi-Tier Network architecture and the Perimeter Defense Network with the Cyber Security Advisory Council (CSAC) and the Cyber Security Incident Response Team (CSIRT) throughout 2001.
2. Complete the establishment of the Perimeter Defense Network – 3/31/01.
3. Implement Host-based security (including clear text passwords, Kerberos evaluation) and authentication services by 07/31/01.
4. Establish a Security Information Management System, including a Threat Assessment Subsystem, Intrusion Detection Subsystem, and a data fusion system for Monitoring Independent Trends to Enhance Network Security by 4/15/01.
5. Conduct a comprehensive vulnerability assessment and assess results by 9/30/01.
6. Develop an application level security strategy by 09/30/01.

Metric: Meeting the project milestones above will be considered Excellent performance and bettering a milestone by 30 days or more will comprise Outstanding performance for that milestone. Missing a milestone by up to 45 days will be considered Good performance for that milestone. Missing a milestone by more than 45 days will be considered Marginal performance for that milestone and by more than 90 days will be considered Unsatisfactory performance for that milestone.

Each milestone will be awarded points as follows based on accomplishment of that milestone:
Outstanding - 4 Points
Excellent - 3 Points
Good - 2 Points
Marginal - 1 Point
Unsatisfactory - 0 Points

The evaluation of the Performance Measure will be the numerical average of the scores of the supporting milestones.

2.4.3 World Wide Web Support Strategy

Develop a World Wide Web support strategy that will centralize and standardize web functions across the site.

The weight of this Measure is 15%

Develop standards and tools for Web support that will enhance BNL's use of the Internet and Intranet and provide capabilities that will foster the improvement of BNL's business processes.

Performance Measure Milestones:

a. Develop web application programming and design capabilities to meet the needs of

Laboratory scientific and business programs.

1. Train staff in application and database technologies by 6/30/01.

b. Define policy and standards for web site creation, content attributes, and content maintenance.
   1. Establish policies and standards by 9/30/01.
   2. Establish development/approval/publish process for web content by 9/30/01.

c. Centralize web content editors into a single shared resource in support of all BNL programs.
   1. Identify and integrate existing resources by 12/31/01.

d. Develop workflow applications using existing resources to increase efficiency of BNL business processes.
   1. Badge/CryptoCard assignment process by 9/30/01.
   2. PC/Software/Peripheral/Documentation procurement process by 9/30/01.

Metric: Meeting the project milestones above will be considered Excellent performance and bettering a milestone by 30 days or more will comprise Outstanding performance for that milestone. Missing a milestone by up to 45 days will be considered Good performance for that milestone. Missing a milestone by more than 45 days will be considered Marginal performance for that milestone and by more than 90 days will be considered Unsatisfactory performance for that milestone.

Each milestone will be awarded points as follows based on accomplishment of that milestone:
Outstanding - 4 Points
Excellent - 3 Points
Good - 2 Points
Marginal - 1 Point
Unsatisfactory - 0 Points

The evaluation of the Performance Measure will be the numerical average of the scores of the supporting milestones.

2.4.4 Scientific Computing Infrastructure

BNL and BHG staff will consider and develop this Performance Measure and metrics as appropriate. Revision will be subject to formal change control.

The weight of this Measure is 20%.

Critical Outcome 3.0: Leadership and Management

BNL WILL BE RECOGNIZED BY ITS USERS, STAFF, STAKEHOLDERS, AND CUSTOMERS AS HAVING THE HIGHEST QUALITY LEADERS AND STAFF; BEING A COMMUNITY ASSET, GOOD NEIGHBOR AND VALUED EMPLOYER; BEING AN EXEMPLARY ENVIRONMENTAL STEWARD; AND SUPPORTING ITS MISSIONS WITH THE BEST BUSINESS PRACTICES.

The weight of this Outcome is 25%

Objectives and Performance Measures:

3.1 Leadership

The weight of this Objective is 25%.

3.1.1 Talented and Empowered Employees Performance

The weight of this Measure is 80%.

3.1.1.1 Percent of Level 3 managers (and new Level 1 and 2 managers) participating in 360° Leadership Feedback process and having action plans. (adds Level 3s) — 10%

Metric:

Outstanding	90%
Excellent	85%
Good	80%
Marginal	70%
Unsatisfactory	60%

3.1.1.2 Establish evaluation criteria for succession planning, evaluation Level 1 and 2 managers' succession plans, identify deficiencies and establish corrective actions. — 20%

Metric:

Outstanding	95% with established corrective actions
Excellent	90% with established corrective actions
Good	80% with established corrective actions
Marginal	70% with established corrective actions
Unsatisfactory	<70% with established corrective actions

3.1.1.3 Percent of Level 1 and 2 managers with personal development goals in FY 2001 goal planning. — 20%

Metric:

Outstanding	90%
Excellent	85%
Good	60%
Marginal	50%
Unsatisfactory	<50%

3.1.1.4 Implementation of Lessons Learned on Performance Appraisal and Goal Planning based on results of FY00 Quality Review Board. — 20%

Metric:
Quality of improvements and their communication as judged by self-evaluation approved by Laboratory Director and validated by DOE Group Manager.

3.1.1.5 Percent of Exempt employees with established goals. 15%

Metric:

Outstanding	90%
Excellent	85%
Good	80%
Marginal	70%
Unsatisfactory	60%

3.1.1.6 Percentage improvement from average of 1998 and 1999 position openings in "Officials & Managers' and "Professionals" for which at least 1 viable diversity candidate was offered. 15%

Metric To be developed by BNL and BHG. The addition of metrics will be subject to change control.

3.1.2 Quality of Work life Performance

The weight of this Measure is 10%.

3.1.2.1 Assessment of improvement in Training, Employee Involvement, Diversity, and Communications as judged by re-survey results and completed actions in these four focus areas.

3.1.2.2 BHG review of BNL's Self-Assessment on the appropriateness and effectiveness of accomplishments in upgrading services and facilities to the user community with input form RHIC and NSLS User Offices, the Users Executive Committee, and BNL management.

3.1.3 Corporate Involvement Performance

The weight of this Measure is 10%.

Brookhaven Science Associates believes that active corporate involvement is a critical success factor in the management of BNL. To implement this, BSA is committed to the following types of activities at BNL:

- Providing highly skilled candidates for senior management positions at the Laboratory;
- Providing proven management systems and processes for enhancing business operations;
- Facilitating the implementation of these with long-term assignments of key leaders and short-term assignments of subject matter experts;
- Conducting management assessments in various areas of Laboratory operations;
- Providing strategic guidance to the science, technology and cleanup missions of the Laboratory

Metric:
BSA performance relative to this measure will be evaluated by the BHG Manager. Performance relative to each item will be determined as acceptable or unacceptable.

Performance related to the measure as a whole will be determined as follows:

Outstanding-	All 5 items determined acceptable
Excellent-	4 of the 5 items determined acceptable
Good-	3 of the 5 items determined acceptable
Marginal-	2 of the 5 items determined acceptable
Unsatisfactory-	1 or less of the 5 items determined acceptable

3.2 Communications and Trust

The weight of this Objective is 25%

The following metric applies to all Performance Measures in this Objective:

BNL and BHG will conduct a peer review process to evaluate all of the activities enumerated under each of two Measures contributing to this Objective. This peer review will engage qualified, experienced, outside experts who will evaluate programs on an annual basis using Baldrige Criteria and other relevant criteria appropriate to their state of development. Consistent with DOE expectations, a Baldrige scoring system will be used. The primary focus of the peer review will be on evaluating Communications & Community Relations Program effectiveness. The peers will also provide counsel on how best to improve the communications and community relations programs at the Laboratory and the most appropriate techniques for measuring and assessing the quality, appropriateness and effectiveness of these programs. The peer review will serve as the basis for the Laboratory's evaluation under this Critical Outcome. At a minimum the peer review process will include a pre-meeting, evaluation and closeout session, so Laboratory and DOE concerns are addressed before the peers provide a rating for the Laboratory's performance.

The key aspects of the Communications & Community Relations Program at the Laboratory are presented below in the Performance Measures. It is expected that each element of the Communications & Community Relations Program at the Laboratory will have associated self-assessment activities in the appropriate organizations (i.e.: CIGPA, Departments and Divisions). These activities and the resulting findings and conclusions will be made available to the peer review team. Information regarding community feedback, outcomes testing, surveys and follow-ups will also be made available to the peer review team.

3.2.1 Effectiveness & Understanding

Enhance the effectiveness of Laboratory communications and the Laboratory's relationships with internal and external stakeholders.

The weight of this Measure is 70%.

3.2.1.1 Strategic Communications & Community Relations Program

The Laboratory's Strategic Communications and Community Relations Program is an integration and overall compilation of the Laboratory's proposed communications activities for FY01 based on a systematic analysis of as much available stakeholder data as possible. The Program will provide Laboratory-wide communications goals and objectives and include specific communications plans and activities to meet the expectations and performance measures of science and operational departments and divisions across the Laboratory. Stakeholder feedback will be collected and research will be conducted throughout the year to determine program effectiveness, to evaluate the usefulness of the programs and to make mid-course corrections as necessary.

The peer review process will be used to determine whether Program activities and project- and event- specific plans and programs:

- are based on reliable research/ stakeholder feedback;
- appropriately identify, target and communicate effectively with key stakeholders;
- are selectively tested, understood by stakeholders and are consistent throughout the Program;
- use Laboratory resources effectively and appropriately.

The peer review will focus on the effectiveness, appropriateness and quality of the overall communications and community relations program and the specific programs and program elements listed below:

- Media Relations—identify and set priorities for specific science research programs at the Laboratory and develop communications plans for them; develop and enhance relationships with national science media and regional and local reporters and editors.
- Employee Communications---inform employees sufficiently and in a timely manner about Lab issues and projects so that they can respond to the inquiries of neighbors, friends, relatives
- Laboratory Web Site—carry information that is important to the Laboratory and to the community in a format that is easy to access and presented in a manner that facilitates understanding by relevant constituencies.
- Constituency Relations Programs:
  Understanding that each of the programs in the following section depend on volunteers, reviewers will evaluate the Laboratory's success in targeting and reaching individuals and organizations, who/which have been underrepresented in the Laboratory's community relations programs or who/which provide opportunities for the Laboratory. The goal of these programs is to inform, educate and build relationships with a wider spectrum of opinion leaders about the Laboratory's world class scientific research and its commitment to operational excellence. These programs also provide opportunities for the Laboratory to receive valuable feedback that can be used to improve and enhance the Laboratory's community relations programs.

  Stakeholder Relations Program
  Selected employees of the Laboratory and BHG will be asked to routinely contact targeted stakeholders and to report on these contacts. These reports will be captured in the Community Involvement Management System. Peers will assess how feedback is captured, analyzed and used, as necessary, to modify the Program.

  Envoy Program
  Program enrichment, rather than pursuit of quantitative increases in the number of participants, will be the goal for FY01. The Laboratory will focus its resources on continuing to nurture program participants and improving the qualitative contributions of participants. Peers will examine how feedback was captured, analyzed and used as necessary to modify the Program.

  Speakers Bureau
  Peers will determine if programs are appropriately targeted to key audiences; whether feedback is properly recorded and used both to make program improvements across the spectrum of communications and community relations programming and to anticipate issues; and to assess how the Laboratory identified and promoted selected speaking engagements.

  Ambassador Program
  Peers will evaluate how these programs reinforce the Laboratory as an educational resource to the community and how they reflect the Laboratory's commitment to science literacy.

  Museum Education & Tour Programs
  Understanding that these programs have contributed to increased public understanding of the Laboratory's research programs, but are limited by space and competing resource demands, peers will assess how these programs are integrated into the Laboratory's mission and the overall goals and objectives of

the Program. Peers will evaluate the quality of messages and feedback from these programs.

Community Involvement Management System
The Community Involvement Management System will be designed to systematically compile and organize stakeholder feedback from all community outreach and museum and tour programs for the purposes of strategic planning and program evaluation. Peers will evaluate how effectively feedback is captured and used for Program planning and modification.

HFBR
Peers will review how well community concerns, issues and values were identified and incorporated as appropriate into decisions regarding the reactor's end-state, assuming a formal program is in place.

BGRR
Peers will review how well community concerns, issues and values were identified and incorporated as appropriate into decisions regarding the reactor's end-state.

Maintenance of Environmental Restoration Communications Programs
Peers will evaluate the effectiveness of Lab communications and community relations programs regarding environmental management projects.

Finally, communications and community relations plans and operational goals and objectives will be incorporated into the Strategic Communications and Community Relations Program. Peers will review how well these programs are integrated into the overall goals and objectives of the Laboratory's Strategic Communications & Community Relations Program.

3.2.2 Stakeholder Involvement

Create opportunities for stakeholder involvement and participation in Laboratory decision-making processes

The weight of this Measure is 30%.

3.2.2.1 Lab-wide Community Involvement Implementation

Particular emphasis will be given to those projects and programs identified to be of importance by the community or which are likely to have a direct impact on the community. Reviewers will evaluate the Laboratory's success in incorporating the community involvement process into selected and defined operational areas of the Laboratory. Reviewers will also consider how effectively line managers use the Community Involvement Plan and Handbook to involve the community in their decision-making activities and the timeliness and appropriateness of their response to stakeholder feedback.

3.2.2.2 Community Advisory Council

The Laboratory will fully support the functions of the CAC such as supplying a facilitator, arranging and preparing presentations on a wide range of topics of interest to CAC members, calendar management and meeting organization, response to data

requests, correspondence management, etc. in an efficient and timely manner. The Laboratory will also support subcommittees and task forces formed by the CAC as well as panel discussions and special events of interest to CAC members and the community. Feedback from Council membership will be provided to, or independently gathered by, reviewers for consideration in the evaluation to evaluate Laboratory responsiveness and commitment to the Council.

3.3 Environmental Stewardship

The weight of this Objective is 40%.

3.3.1 Environmental Management Program Earned Value and Milestone Performance.

The weight of this Measure is 60%.

Contractor aggressively manages cost and schedule performance within acceptable performance measures and achieves all major Interagency Agreement milestones on or before their schedule completion date. Schedule performance index will be used to assess earned value performance on an annual basis on the net (increase) in schedule variance index on a "total project" cumulative basis.

Performance Measure:
Schedule Performance Index (SPI) is defined as BCWP/BCWS. The SPI objective is to manage the project schedule to increase the SPI for the Total Project Schedule (Total SPI) during FY01. The net change in SPI is measured from the value of Total SPI on September 30, 2001 minus the SPI value of Total SPI on October 1, 2000.

Table 1. Total Project Schedule Performance

Performance Level	Metrics
Outstanding	SPI increase by 0.2 or greater
Excellent	SPI increase by 0.1 or greater
Good	SPI no increase
Marginal	SPI decrease by 0.2
Unsatisfactory	SPI decrease by 0.3

Specific Assumptions:

- The SPI performance is based on a Total Project Basis for the Environment Restoration Baseline (Rev 4).
- Any "new" EM scope formally accepted into the Environmental Restoration Project will not impact this performance metric.

3.3.2 Waste Management

The weight of this Measure is 40%

FY01 Waste Management Performance Measures

Expectation:

Wastes, derived from current laboratory activities, are managed properly to ensure regulatory compliance and cost efficiency. Laboratory institutionalizes processes which estimate planned waste generation, consider waste reduction options, formulate cost effective

treatment/disposition approaches, and confirm available funding prior to the initiation of the activity of the waste producing activity. The contractor does not generate any waste that cannot be properly disposed of within 12 months or in accordance with the 435.1 Implementation Plan.

Part A of this Performance Measure addresses Laboratory routine waste generation and disposition in accordance with DOE Order 435.1 as outlined in the BNL DOE Order 435.1 Implementation Plan. Part B of this Performance Measure addresses Laboratory performance in reducing the "unplanned costs" concerning the dispositioning of Laboratory generated regulated wastes, including the costs associated with characterization, shipping, disposal, and general costs of mitigation/facilitation to resolve waste acceptance issues at the designated waste receiving facilities.

Part A: Routine Waste Disposition 60%

Measure Weighting Objectives:

Performance Level	Performance Metric
Outstanding	Lab disposes of 100 % of each newly generated, routine waste stream within 12 months or, in accordance with the 435.1 Implementation Plan, submits zero exemption requests.
Excellent	Lab disposes of 100 % of each newly generated, routine waste stream within 12 months or, in accordance with the 435.1 Implementation Plan, submits no more than five exemption requests.
Good	Lab disposes of 100 % of each newly generated, routine waste stream within 12 months or, in accordance with the 435.1 Implementation Plan, submits no more than 10, but greater than five exemption requests.
Marginal	Lab disposes of 100 % of each newly generated, routine waste stream within 12 months or, in accordance with the 435.1 Implementation Plan, submits no more than 15, but less than 10 exemption requests.
Unsatisfactory	Lab disposes of 100 % of each newly generated, routine waste stream within 12 months, or, in accordance with the 435.1 Implementation Plan, submits greater than 15 exemption requests.

Specific Assumptions:

- Maintain objectives as described for FY2000
- Tied to P2 Goals but not included in Critical Outcome
- Assume full implementation of DOE 435.1 Order
- DOE SC is cognizant management for Waste Management Program
- WM Performance evaluation not impacted by "Force Majure" events (which includes disposal facility shut-down).
- Exemptions pertain to waste streams
- Excludes non-routine, non-newly generated wastes including, but not limited to, clean-up wastes, spill residues, radioactive mixed waste being managed under the Site Treatment Plan, TRU wastes, and legacy wastes.
- All excess materials identified by BNL will be planned and scheduled for disposition during FY01 in accordance with BNL's DOE O 435.1 Implementation Plan.

Part B: Waste Shipping and Disposal Performance 40%

Measure Weighting Objectives:

Performance Level	Metrics
Outstanding	Total FY Unplanned Disposal/Disposition Costs of $50,000 or less
Excellent	Total FY Unplanned Disposal/Disposition Costs of $100,000 or less
Good	Total FY Unplanned Disposal/Disposition Costs of $250,000 or less
Marginal	Total FY Unplanned Disposal/Disposition Costs of $500,000 or greater
Unsatisfactory	Total FY Unplanned Disposal/Disposition Costs of $750,000 or greater

Assumptions:

- Performance against this Measure is based on fiscal year incurred costs captured by BNL.
- Unplanned FY Disposal/Disposition Costs are defined as those costs resulting from unplanned characterization, shipping disposal, and general costs of mitigation/facilitation to resolve waste acceptance issues at the designated waste receiving facilities.

3.4 Business Management

BNL will conduct its business operations with distinction, as described by and in support of the Leadership and Management Critical Outcome.

The weight of this Objective is 10%.

3.4.1 Business Services

The weight of this Measure is 25%.

3.4.1.1 BNL will manage uncosted operating balances for Landlord and EM activities at levels needed to ensure continuity of operations. This encompasses approximately 85% of the DOE funding for BNL.

To facilitate this, BNL will monitor the percentage of uncosted operating balances of SC and EM funding to operating funds received in the financial plan.

The weight of this element is 30%

Metric:
Expectations in this area are as follows:

8% or less	Outstanding
>8% - 9%	Excellent
>9% - 13%	Good
>13% - 16%	Marginal
>16%	Unsatisfactory

3.4.1.2 Assess results of implementing Enterprise Resource Planning (PeopleSoft) modules.

At the end of the fiscal year, the monthly average number of active PeopleSoft users will be measured.

The weight of this element is 40%

Metric:
An active PeopleSoft user is defined as a person using a PeopleSoft related application during the course of a month. The Measure counts the overall number of PeopleSoft users on a monthly basis. One or more log-ons to an application during the course of a month will count as only one use of that application. The current estimated number of users is 300 – 500 per month.

Outstanding	>600
Excellent	>500 but <600
Good	>400 but <500
Marginal	>300 but <400
Unsatisfactory	<300

3.4.1.3 Assess results of the consolidation of Supply & Materiel activities.

Actual savings achieved in Procurement and Property Management's (PPM) Operating costs, using FY 1999 operating costs for the Division of Contracts and Procurement and the Supply & Materiel Group as a baseline.

The weight of this element is 30%

Metric:
Expectation in this area is as follows:

≥14%	Outstanding
13% to 13.99%	Excellent
12% to 12.99%	Good
10% to 11.99%	Marginal
<10%	Unsatisfactory

3.4.2 Business Systems

BNL will improve enterprise-wide business management systems in support of world-class research at Brookhaven National Laboratory to provide consistent, cost-effective, and efficient means of managing the business functions of the Laboratory.

The weight of this Measure is 75%.

3.4.2.1 Install Enterprise Resource Planning (ERP) System (PeopleSoft)

The weight of this element is 100%

1. PeopleSoft Benefits

   Milestone:
   New system implementation – November 2000

2. PeopleSoft Payroll

   Milestone:
   New system implementation – January 2001

Metric:
The FY01 deliverables focus on developing and implementing the above modules. Acceptance of the PeopleSoft module by the system owner will be used in determining whether or not a milestone has been met.

Bettering a milestone by 2 weeks or more	Outstanding
Meeting project milestones or better by 2 weeks	Excellent
Missing a milestone by 1 month or less	Good
Missing a milestone by 1 month – 3 months	Marginal
Missing a milestone by >3 months	Unsatisfactory

Each milestone will be awarded points as follows based on accomplishment of that milestone:

Outstanding	4
Excellent	3 but <4
Good	2 but < 3
Marginal	1 but < 2
Unsatisfactory	0 but < 1

The evaluation of the Performance Measure will be the numerical average of the scores of the two milestones.

APPENDIX H

(Modified by Mod M055 dated 1/11/2001)

SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS, WOMEN-OWNED SMALL BUSINESS AND HUBZONE SMALL BUSINESS PLAN

FOR

FY 2001

Contract No. DE-AC02-98CH10886
Modification No. M055

SMALL BUSINESS, SMALL DISADVANTAGED BUSINESS,

WOMEN-OWNED SMALL BUSINESS, AND HUB ZONE SMALL BUSINESS

SUBCONTRACTING PLAN

Identification Data

Contractor: BROOKHAVEN SCIENCE ASSOCIATES, LLC

Address: BROOKHAVEN NATIONAL LABORATORY
Upton, New York 11973-5000

Contract Number: DE-AC02-98CH10886

Item/Service: BASIC RESEARCH

Total Amount of Contract (Including Options): $ 461,587,000

Period of Contract Performance (DAY, MO. & YR.): FY 2001

1. **Type of Plan (check one)**

__X__ **Individual Contract Plan** - Individual contract Plan, as used in this subpart, means a subcontract plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purpose may be allocated on a prorated basis to the contract.

____ **Master Plan** - Master Plan, as used in this subpart, means a subcontracting plan that contains all of the required elements of the individual plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approve.

____ **Commercial Products Plan** - Commercial Plan, as used in this subpart, means a subcontracting plan that covers the offeror's fiscal year and that applies to the entire producting of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line). The contractor must provide a copy of the approved plan. **NOTE:** A commercial plan is the preferred the preferred type of subcontracting plan for contractors furnishing commercial items.

2. **Goals**

State separate dollar and percentage goals for small business concerns, small disadvantaged business concerns, women-owned business concerns, and HUB Zone Small Business Concerns as subcontractors, for the basic and each option year, as specified in FAR 19.704

A. Total estimated dollar value of all planned subcontracting, i.e., with all types of concerns under this contract, is $ 151,069,000 .

B. Total estimated dollar value and percent of planned subcontracting with small businesses (includes small disadvantaged businesses, women-owned small businesses, and HUB Zone Small businesses): (% of "A") $ 83,087,950 and 55 %

C. Total estimated dollar value and percent of planned subcontracting with Small disadvantaged businesses: (% of "A"):

$7,553,450 and 5 %

D. Total estimated dollar value and percent of planned subcontracting with Women-owned small businesses: (% of "A"):

$7,553,450 and 5 %

E. Total estimated dollar value and percent of planned subcontracting with HUB Zone small businesses: (% of "A"):

$3,021,380 and 2 %

F. Total estimated dollar value and percent of planned subcontracting with Veteran-owned businesses: (% of "A"):

$4,532,070 and 3 %
BNL recognizes its responsibility to incorporate this new goal but will defer implementation until guidance is placed in the FAR.

G. Total estimated dollar value and percent of planned subcontracting with LARGE BUSINESS (% of "A"):

$52,874,150 and 35 % Balance of Procurements to GOCO's, Foreign and Universities.

H. Description of all the products and/or services to be subcontracted under this contract, and the types of businesses supplying them; (i.e., SMALL BUSINESS (SB), SMALL DISADVANTAGED BUSINESS (SDB), WOMEN-OWNED SMALL BUSINESS (WOSB), LARGE BUSINESS (LARGE), HUB ZONE SMALL BUSINESS (HUBZONE).

Subcontracted Product/ Service	SB	SDB	WOSB	HUBS	LARGE
A&E	X	X	X		X
CONSTRUCTION	X	X	X		
R&D	X	X	X		X
SERVICE	X	X	X		X
MAT'L/SUPPLIES	X	X	X	X	X
ELECTRICAL	X	X	X	X	X
ADPE	X	X	X		X
EQUIPMENT (MAJOR)	X	X	X		X

I. A description of the method used to develop the subcontracting goals for Small business, small disadvantaged business, women-owned small business concerns, and HUB Zone small business concerns (i.e., explain the method used and state the quantitative basis (in dollars) used to establish the percentage goals, in addition, how the areas to be subcontracted to small business, small disadvantaged business, women-owned small business concerns, and HUB Zone small business concerns were determined, and how the capabilities of small business, small disadvantaged business, women-owned small business, HUB Zone small business were determined – include any source lists used in the determination process).

To develop these goals, small business and SDB subcontracting activity was measured in terms of past annual procurement dollars awarded to SB's, SDB's, WO's and Hubs percent of annual dollar purchases from them, the total number of these entities doing business with the Laboratory, and self-perception of the potential success of BNL's Small Disadvantaged Business Program. Directories consulted include: Try Us, The National Minority Business Directory, NY/NJ MPC Directory and NYEX Enterprises.

J. Indirect costs have been _____ have not been __X__ included in the dollar and percentage subcontracting goals stated above. (check one)

K. If indirect costs have been included, explain the method used to Determine the proportionate share of such costs to be allocated as subcontract to small business, small disadvantaged business, women-owned small business concerns, and HUB Zone small business concerns.

N/A

3. Program Administrator

Name, title, position within the corporate structure, and duties and responsibilities of the employee who will administer the contractor's subcontracting program.

Name: DENNIS HALL

Title: SMALL & SMALL DISADVANTAGED BUSINESS LIAISON OFFICER

Address: PROCUREMENT & PROPERTY MANAGEMENT DIVISION – BLD. 355
BROOKHAVEN NATIONAL LABORATORY, UPTON, NY 11973-5000

Telephone: 631/344-3173

Duties: has general overall responsibility for the contractor's subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

A. Developing and promoting company-wide policy initiatives that demonstrate the company's support for awarding contracts and subcontracts to small business, small disadvantaged business, women-owned small business concerns, HUB Zone small business concerns; and assure that small business concerns, and HUB Zone small business concerns are included on the services they are capable of providing;

B. Developing and maintaining bidder's lists of small business, small disadvantaged business, women-owned small business and HUB Zone small business concerns from all possible sources;

C. Ensuring periodic rotation of potential subcontractors on the bidder's lists;

D. Ensuring that procurement "packages" are designed to permit the maximum possible participation of small business, small disadvantaged business, women-owned small business and HUB Zone small business concerns; within State Purchasing laws and regulations;

E. Make arrangements for the utilization of various sources for the identification of small business, small disadvantaged business, women-owned small business and HUB Zone small business concerns such as the SBA's Procurement Marketing and Access Network Pro-Net, the National Minority Purchasing Council Vendor Information Service, the Office of Minority Business Data Center in the Department of Commerce, National Association of Women Business Owner Vendor Information Service, and the facilities of local small business, minority and women associations, and contact with Federal agencies' Small Business Program Managers;

F. Overseeing the establishment and maintenance of contract and subcontract awards records;

G. Attending or arranging for the attendance of company counselors at Small Business Opportunity Workshops; Minority and Women Business Enterprise Seminars, Trade Fairs, Procurements Conferences, etc.;

H. Ensure small business, small disadvantaged business, women-owned small business and HUB Zone small business concerns are made aware of subcontracting opportunities and how to prepare responsive bids to the company;

I. Conducting or arranging for the conduct of training for purchasing personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures;

J. Monitoring the company's performance and making any adjustments necessary to achieve the subcontract plan goals;

K. Preparing, and submitting timely, required subcontract reports;

L. Coordinating the company's activities during the conduct of compliance reviews by Federal agencies;

M. Reviewing solicitations to remove statements, clauses, etc., which may tend to restrict or prohibit small business, small disadvantaged business, women-owned small business, HUB Zone small business concerns participation, where possible;

N. Ensuring that the bid proposal review board documents its reasons for not selecting low bids submitted by small business, small disadvantaged business, women-owned small business, and HUB Zone small business concerns;

O. Ensuring the establishment and maintenance of records of solicitations and subcontract award activity;

P. Ensuring that historically Black colleges and universities and minority institutions shall be afforded maximum practicable opportunity (if applicable);

4. Equitable Opportunity

The contractor agrees to ensure that small business, small disadvantaged business, women-owned small business, and HUB Zone small business concerns will have an equitable opportunity to compete for subcontracts. The various efforts include, but are not limited to, the following activities:

A. Outreach efforts to obtain sources:

(i) Contacting small, small disadvantaged (minority) women-owned small Business, HUB Zone small business trade associations .

- Buyers are encouraged to use the NY/NJ Regional Minority Vendor Directory, the Dept. Of Labor Surplus Trends Directory, and other directories provided by local small business and SDB organizations.

(ii) Contacting small business development organizations (identifying small business development organizations).

- The Small Business Administration, NY/NJ Minority Purchasing Council, The National Contract Management Association, The National Minority Purchasing Council, L.I. Small Business Association, The Office of Minority Business Administration.

(iii) Attending small, small disadvantaged (minority), women-owned small business, and HUB Zone small business procurement conference and trade fairs (to the extent known, identifying specific procurement conferences and trade fairs and dates).

- Suffolk County Women's Initiative Trade Fair & Conference,
- SBA S/SDB & Hub Zone Match-Maker Event, Hanscom AFB, Bedford, MA
- NY/NJ Minority Purchasing Council Trade Fair S/SDB Opportunity
- Small Business Procurement Fair – Dowling College, Oakdale, NY
- Brookhaven National Laboratory S/SDB/WO Procurement Conference Fair - February 2001.

(iv) Potential sources will be requested from SBA's Pro-Net System.

(v) Utilizing newspaper and magazine ads to encourage new sources.

B. Internal efforts to guide and encourage purchasing personnel;

(i) Presenting workshops, seminars, and training programs;

(ii) Establishing, maintaining, and using small business, small disadvantaged business, women-owned small business, and HUB Zone small business source lists, guides, and other data for soliciting subcontracts; and

(iii) Monitoring activities to evaluate compliance with the subcontracting plan.

C. Additional efforts:_____

- Credit Card User Counseling
- Education courses – Buyers, Specialists, SDBLO.
- A Home Page section devoted to Small Business affairs.
- Internal Procurement Planning for Depts. (set-asides).
- "Partnering" arrangements between Large and SDB firms.
- Establishment of Individual and Section Goals: Each Buyer/Contract Specialist is expected to individually meet the Laboratory's S/SDB/WOSB/Hub goal for the year. Also, each section of PPM, is expected to meet this goal on a cumulative basis. This will be made part of each Buyer/Contracts Specialist appraisal.
- Incentive Awards: A "Minority Buyer of the Year" program has been established to recognize those Buyers/Contract Specialists who best meet the objectives of BNL's SDB Program.

5. Flow-Down Clause

The contractor agrees to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns, Small Disadvantaged Business Concerns, Women-Owned Small Business Concerns, and HUB Zone Small Business Concerns" in all sub-contracts that offer further subcontracting opportunities. All subcontractors, except small business concerns, that receive subcontracts in excess of $500,000 ($1,000,000 for construction) must adopt and comply with a plan similar to the plan required by FAR 452.219-9 "Small Business, Small Disadvantaged Business, Women-Owned Small Business, HUB Zone Small Business Subcontracting Plan." (FAR 19.704 (a) (4)).

Such plans will be reviewed by comparing them with the provisions of Public Law 95-507, and assuring that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved, the availability of potential small, small disadvantaged, women-owned small business, and HUB Zone small business subcontractors, and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors facilities to review applicable records and subcontracting program progress.

6. Reporting and Cooperation

The contractor gives assurance of (1) cooperation in any studies or surveys that may be required by the contracting agency or the Small Business Administration; (2) submission of periodic reports such as utilization reports, which show compliance with the subcontracting plan; (3) submission of Standard Form (SF) 294, "Subcontracting Report for Individual Contracts," and SF 295, "Summary Subcontract Report," in accordance with the instructions on the forms; and (4) ensuring that large business subcontractors with subcontracting plans agree to submit Standard Forms 294 and 295.

Reporting Period	Report Due	Due Date
Oct 1 – March 31	SF-294	04/30
Apr 1 – Sept 30	SF-294	10/31
Oct 1 – Sept 30	SF-295	10/31
Oct 1 – Sept 30	Forecast Opportunities	10/31

7. Recordkeeping

The following is a recitation of the types of records the contractor will maintain to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

A. If the prime contractor is not using Pro-Net as its source for small business, small disadvantaged business, women-owned small business, and HUB Zone small business concerns, list the names of guides and other data identifying such vendors;

B. Organizations contacted in an attempt to locate small business, small disadvantaged business, women-owned small business, HUB Zone small business sources;

C. On a contract-by-contract basis, records on all subcontract solicitations over $100,000 which indicate for each solicitation (1) whether small business concerns were solicited, and if not, why not; (2) whether small disadvantaged business concerns were solicited, and if not, why not; (3) whether women-owned small businesses were solicited, and if not, why not; and (4) reason for failure of solicited small business, small disadvantaged business, women-owned small business, or HUB Zone small business concerns to receive the subcontract award;

D. Records to support other outreach efforts, e.g., contacts with minority, small business, women-owned small business, HUB Zone small business trade associations, attendance at small business, minority, women-owned small business procurement conferences and trade fairs;

E. Records to support internal guidance and encouragement, provided to buyers through (1) workshops, seminars, training programs, incentive awards; and (2) monitoring of activities to evaluate compliance; and

F. On a contract-by-contract basis, records to support subcontract award data including the name, address and business size of each subcontractor. (This item is not required for company or division-wide commercial products plans .)

I. Additional records:_____

This subcontracting plan was submitted by:

Signature: Brian P. Sack

Typed Name: Brian P. Sack

Title: Assistant Laboratory Director
Finance & Administration

Date Prepared: 12/6/00

Phone No.: (631) 344-3317

Approval:

Agency: Robert P. Gordon

Typed Name: Robert P. Gordon

Title: Director, Business Management Division

Date Prepared: 12/11/00

Phone No.: (631) 344-3346

DOE-CH Form 415e (3-88)

APPENDIX H

U.S. DEPARTMENT OF ENERGY
CHICAGO FIELD OFFICE
PRE-AWARD REVIEW FORM - SMALL/DISADVANTAGED BUSINESS SUBCONTRACTING PLAN

1

TO: Office of Small/Disadvantaged Business Utilization Date: 11-20-00

FROM: T. DRAWBRIDGE (SPECIALIST) CD BHO (BRANCH) _____ (EXTENSION)

SUBJECT: REQUEST FOR SUBCONTRACTING PLAN APPROVAL

DE-AC02-98CH10886 (CONTRACT NO./MODIFICATION NO.) BROOKHAVEN NAT. LAB (CONTRACTOR)

$461,587,000.00 (TOTAL ESTIMATED COST) $461,587,000.00 (DOE DOLLARS)

☒ Attached is a copy of the cost proposal, the subcontracting plan review checklist, and the proposed subcontracting plan dated _____ submitted for your determination of adequacy for negotiation purposes.

☐ Attached is a Findings and Determination (F&D) requesting an exemption from the Subcontracting Plan Clause of PL 95-507.

Enclosures:
1. Cost Proposal
2. Subcontract Plan
3. Subcontacting Plan Review Checklist
4. Findings and Determination

2

TO: ~~CD~~ BHO (BRANCH)

FROM: Office of Small/Disadvantaged Business Utilization

COMMENTS:

☐ The clauses are not appropriate for this action
☒ The plan as submitted can be used as a basis for negotiation.
☐ The plan as resubmitted on _____ can be used as a basis for negotiation.
☐ Plan is not acceptable for the following reason(s).

Subject to Veteran Owned Goal and Forecast Report addition.

SIGNED: Larry Thompson DATE: 11-20-00

White Copy - Return to CD Yellow Copy - Retain by SADBU

Contract No. DE-AC02-98CH10886
Modification No. M055

ATTACHMENT 1

A. The estimated total dollars available in the Laboratory's FY 2001 budget (based on current BNL budget projections) are as follows:

Operating Funds.....	$407,286,000
Equipment Funds.....	$ 35,462,000
General Plant Projects.....	$ 6,227,000
Major Construction Projects.....	$ 12,612,000
TOTAL	**$461,587,000**

B. The estimated total dollars available for procurement are as follows:

Operating Funds.....	$125,903,000
Equipment Funds.....	$ 15,604,000
General Plant Projects.....	$ 3,155,000
Major Construction Projects.....	$ 6,407,000
TOTAL	**$151,069,000**

C. Present indications are that the dollars available for Procurement next year may be broken down further into the following categories:

1. Operating Funds

a.	Materials & Supplies.....	$ 62,374,000
b.	Purchased Labor.....	$ 47,444,000
c.	Stockroom.....	$ 16,085,000
	OPERATING SUBTOTAL	**$125,903,000**

2.	Equipment Funds.....	$ 15,604,000
3.	General Plant Projects.....	$ 3,155,000
4.	Major Construction Projects.....	$ 6,407,000
	TOTAL	**$151,069,000**

D. The Laboratory plans to place approximately 55% of its procurement dollars ($151,069,000) with small businesses, roughly as follows:

a. Socio-economically Disadvantaged Business.....5%
($7,553,450)

b. Small Business Set-Aside.....40%
($60,427,600)

c. Women Owned Small Business.....5%
($7,553,450)

d. Hub-Zone Small Business.....2%
($3,021,380)

e. Veteran Owned Small Business.....3%
($4,532,070)

TOTAL.....55%
($83,087,950)

f. Records to support other outreach efforts: Contact with Disadvantaged (Minority) and Small Business Trade Associations, etc. Attendance at small and minority business procurement conferences and trade fairs.

g. Records to support internal activities to guide and encourage buyers: Workshops, Seminars, Training programs, etc. Monitoring activities to Evaluate compliance.

h. On a contract-by-contract basis, records to support subcontract award data to include name and address of subcontractors.

	Prior Year Goals Through Sept. 30, 2000	**Prior Year Achievements Through Sept. 30, 2000***
Total Subcontract dollars	$137,950,000	$120,051,222
Small Business dollars	$ 62,077,500	$ 55,876,386
Small Business percent	55%	64.07%
Small Disadvantaged dollars	$ 6,897,500	$ 6,184,845
Small Disadvantaged percent	5%	5.2%
Small Woman Owned dollars	$ 6,897,500	$ 5,856,337
Small Woman Owned percent	5%	4.9%
Hub Zone dollars	$ 2,069,250	$ 12,987
Hub Zone percent	1.5%	.01%

GOALS PROJECTED FOR CURRENT YEAR

	Standard
Total Subcontracting dollars	$151,069,000
Small Business dollars	$ 83,087,950
Small Business percent	55%
Small Disadvantaged dollars	$ 7,553,450
Small Disadvantaged percent	5%
Small Woman Owned dollars	$ 7,553,450
Small Woman Owned percent	5%
Small Hub Zone dollars	$ 3,021,380
Small Hub Zone percent	2%
Small Veteran Owned dollars	$ 4,532,070
Small Veteran Owned percent	3%

*Excludes purchases from government sources, GOCO's, Foreign & Universities which amounted to $25,411,227.

G:\Staff\Byrd\ATT1.SDB

APPENDIX I

DOE DIRECTIVES

There is no List A to this Appendix.

List B to this Appendix contains two parts as follows:

Part I: " Directives List"

This section contains a list of Directives that are considered by DOE as applicable to the BNL contract.

Part II: "Partial Deletions of Directives"

This section contains a list of Directives that were accepted and implemented by the previous contractor but have subsequently been revised by DOE to remove certain sections.

CRD=Contract Requirements Document

DIRECTIVES LIST		
DATE	**DOE DIRECTIVE NUMBER**	**SUBJECT TITLE**
7/14/99	N 142.1	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS (Extended until 12/31/00 by DOE N 251.37 dated 9/1/00)
7/26/99	N 205.1	CRD - UNCLASSIFIED CYBER SECURITY PROGRAM (Extended until 12/31/00 by DOE N 251.37 dated 9/1/00)
11/1/99	N 205.2	CRD - FOREIGN NATIONAL ACCESS TO DOE CYBER SYSTEMS (Extended until 12/31/00 by DOE N 251.37 dated 9/1/00)
11/23/99	N 205.3	CRD - PASSWORD GENERATION, PROTECTION, AND USE (Extended until 12/31/00 by DOE N 251.37 dated 9/1/00)
4/15/99	N 350.5	CRD - USE OF FACILITY CONTRACTING EMPLOYEES FOR SERVICES TO DOE IN THE WASHINGTON, D.C., AREA
7/15/97	N 440.1	CRD - INTERIM CHRONIC BERYLLIUM DISEASE PREVENTION PROGRAM
9/30/95	N 441.1	RADIOLOGICAL PROTECTION FOR DOE ACTIVITIES (using ORNL/TM-11497 in lieu of Attachment 1)(Extended until 6/30/00 by DOE N 441.4 dated 11/20/98)
5/26/00	N.473.4	CRD - DEPARTMENT OF ENERGY BADGES
6/5/00	N 473.5	CRD - SECURITY AREA VOUCHING AND PIGGYBACKING
11/3/99	O 110.3	CRD - CONFERENCE MANAGEMENT
9/29/95	O 130.1	CRD - BUDGET FORMULATION PROCESS
9/30/95	O.135.1	BUDGET EXECUTION-FUNDS DISTRIBUTION AND CONTROL (Extended until 9/30/00 by DOE N 135.1 dated 11/29/99)
9/25/95 10/26/95 8/21/96	O 151.1 Change 1 Change 2	CRD - COMPREHENSIVE EMERGENCY MANAGEMENT SYSTEM
9/30/96	O 200.1	CRD - INFORMATION MANAGEMENT SYSTEM
9/27/95 10/26/95 5/1/95	O 210.1 Change 1 Change 2	CRD - PERFORMANCE INDICATORS AND ANALYSIS OF OPERATIONS INFORMATION
12/8/97	O 224.1	CRD - CONTRACTOR PERFORMANCE-BASED BUSINESS MANAGEMENT PROCESS
11/26/97	O 225.1A	CRD - TYPE A AND B ACCIDENT INVESTIGATIONS
9/30/95 10/26/95 11/7/96	O 231.1 Change 1 Change 2	CRD - ENVIRONMENT, SAFETY & HEALTH REPORTING CANCELLATION - ES&H Reporting, dated 11/7/96, Paragraph 5b(2).
9/30/95 11/7/96 01/28/00	DOE M 231.1-1 Change 1 Change 2	ENVIRONMENT, SAFETY, AND HEALTH REPORTING MANUAL CANCELLATION - ES&H Reporting Manual, dated 11/7/96, Chapter IV.
8/1/97	O 232.1A	CRD - OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION (As modified by letter Grahn/Gordon, dated 4/10/98, effective 5/5/98)

DIRECTIVES LIST		
DATE	**DOE DIRECTIVE NUMBER**	**SUBJECT TITLE**
7/21/97	M 232.1-1A	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION (As modified by letter Grahn/Gordon, dated 4/10/98, effective 5/5/98)
8/17/98	O 241.1	CRD - SCIENTIFIC AND TECHNICAL INFORMATION (STI) MGMT.
1/30/98	O 251.1A	CRD - DIRECTIVES SYSTEM
11/19/99	O.252.1	CRD - TECHNICAL STANDARDS PROGRAM
12/30/96	O 311.1A	CRD - EQUAL EMPLOYMENT OPPORTUNITY AND DIVERSITY PROGRAM
9/30/96 5/8/98	O 350.1 Change 1	CRD - CONTRACTOR HUMAN RESOURCE MANAGEMENT PROGRAMS CRD - EMPLOYEE BENEFITS
12/6/95	O 413.1	CRD - MANAGEMENT CONTROL PROGRAM (Extended until 12/6/00 by DOE N 413.1 dated 12/10/99)
3/5/97	O 413.2	CRD - LABORATORY DIRECTED RESEARCH AND DEVELOPMENT
11/24/98	O 414.1	CRD - QUALITY ASSURANCE
10/13/95 11/16/95 10/24/96	O 420.1 Change 1 Change 2	CRD - FACILITY SAFETY
11/5/98 5/26/99	O 420.2 Change 1	CRD - DOE O 420.2, SAFETY OF ACCELERATOR FACILITIES
12/28/98	O 425.1A	CRD - DOE O 425.1A, STARTUP AND RESTART OF NUCLEAR FACILITIES, DATED 12/28/98
10/14/98	O 430.1A	CRD - LIFE CYCLE ASSET MANAGEMENT
6/13/96	O 430.2	IN HOUSE ENERGY MANAGEMENT (NO CONTRACTS REQUIREMENT DOCUMENT) (Extended until 12/13/00 by DOE N 430.2 dated 6/13/00)
7/9/99	O 435.1	CRD - RADIOACTIVE WASTE MANAGEMENT (Cancels D0E 5820.2A)
7/9/99	M 435.1-1	RADIOACTIVE WASTE MANAGEMENT MANUAL
3/27/98	O 440.1A	CRD - WORKER PROTECTION MANAGEMENT FOR DOE CONTRACTOR EMPLOYEES
9/25/95 10/13/95 10/26/95	O 440.2 Change 1 Change 2	CRD - AVIATION
2/1/99	O 442.1	CRD - DEPARTMENT OF ENERGY EMPLOYEE CONCERNS PRG.
5/15/00	O 443.1	PROTECTION OF HUMAN SUBJECTS
10/2/96	O 460.1A	CRD - PACKAGING AND TRANSPORTATION SAFETY
9/27/95 10/26/95	O 460.2 Change 1	CRD - DEPARTMENTAL MATERIALS TRANSPORTATION AND PACKAGING MANAGEMENT

DIRECTIVES LIST		
DATE	**DOE DIRECTIVE NUMBER**	**SUBJECT TITLE**
9/28/95 6/21/95	O 470.1 Change 1	CRD - CONTRACTOR SAFEGUARDS AND SECURITY PROGRAM REQUIREMENTS (Extended until 12/31/00 by DOE N 251.37 dated 9/1/00)
03/01/00	O 470.2A	CRD - SECURITY AND EMERGENCY MANAGEMENT INDEPENDENT OVERSIGHT AND PERFORMANCE ASSURANCE PROGRAM
6/30/00	O 471.1A	CRD - IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION
6/30/00	M 471.1-1	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION MANUAL
3/27/97	O 471.2A	CRD - INFORMATION SECURITY PROGRAM (Extended until 12/31/00 by DOE N 251.37, dated 9/1/00)
1/6/99	M 471.2-1B	CRD - PROTECTION AND CONTROL OF CLASSIFIED MATTER
8/3/99	M 471.2-2	CRD - CLASSIFIED INFORMATION SYSTEMS SECURITY MANUAL (DOE N 205.3, dated 11/23/99 cancel Paragraphs 4j(2) and 4j(6) of Chapter VI, and Paragraph 12a(2)(a) of Chapter VII.)
3/24/97	O 472.1B	CRD - PERSONNEL SECURITY ACTIVITIES
5/22/98	M 472.1-1	PERSONNEL SECURITY PROGRAM MANUAL (See CRD for DOE O 472.1B)
6/30/00	O 473.2	CRD - PROTECTIVE FORCE PROGRAM
6/30/00	M 473.2-2	PROTECTIVE FORCE PROGRAM MANUAL
8/11/99	O 474.1	CRD - CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS
8/11/99	M 474.1-1	CRD - MANUAL FOR CONTROL AND ACCOUNTABILITY OF NUCLEAR MATERIALS
5/8/98	M 475.1-1	CRD - IDENTIFYING CLASSIFIED INFORMATION
9/30/96	O 481.1	CRD - WORK FOR OTHERS (NON DOE FUNDED WORK)
8/25/00	O 551.1A	CRD - OFFICIAL FOREIGN TRAVEL
9/29/95	O 534.1	CRD - ACCOUNTING (Extended until 9/29/00 by DOE N 534.1 dated 9/29/99)
7/12/00	M 573.1-1	MAIL SERVICES USER'S MANUAL
6/10/00	P 413.1	PROGRAM AND PROJECT MANAGEMENT POLICY FOR THE PLANNING, PROGRAMMING, BUDGETING, AND ACQUISITION OF CAPITAL ASSETS
6/23/92	1270.2B	SAFEGUARDS AGREEMENT WITH THE INTERNATIONAL ATOMIC ENERGY AGENCY
5/18/92	2030.4B	REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL
1/27/93	2100.8A	COST ACCOUNTING, COST RECOVERY, & INTERAGENCY SHARING OF INFORMATION TECHNOLOGY FACILITIES

DIRECTIVES LIST		
DATE	**DOE DIRECTIVE NUMBER**	**SUBJECT TITLE**
7/14/88 10/5/88 5/18/92	2110.1A Change 1 Change 2	PRICING OF DEPARTMENTAL MATERIALS AND SERVICES
6/8/92	2300.1B	AUDIT RESOLUTION AND FOLLOWUP
5/18/92	2320.1C	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL
2/10/94	4330.4B	MAINTENANCE MANAGEMENT PROGRAM (Nuclear Facilities Portion Only)
11/9/88 6/29/90	5400.1* Change 1	GENERAL ENVIRONMENTAL PROTECTION PROGRAM
2/8/90 6/5/90 1/7/93	5400.5* Change 1 Change 2	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT
5/15/84 5/16/88 5/16/89 9/20/91	5480.4* Change 1 Change 2 Change 3	ENVIRONMENTAL PROTECTION, SAFETY, AND HEALTH PROTECTION STANDARDS
7/9/90 5/18/92	5480.19 Change 1	CONDUCT OF OPERATIONS REQUIREMENTS FOR DOE FACILITIES
11/15/94	5480.20A	PERSONNEL SELECTION, QUALIFICATION AND TRAINING REQUIREMENTS FOR DOE NUCLEAR FACILITIES
12/24/91	5480.21	UNREVIEWED SAFETY QUESTIONS
2/25/92 9/15/92 1/23/96	5480.22 Change 1 Change 2	TECHNICAL SAFETY REQUIREMENTS
4/10/92 3/10/94	5480.23 Change 1	NUCLEAR SAFETY ANALYSIS REPORTS
1/19/93	5480.30	NUCLEAR REACTOR SAFETY DESIGN CRITERIA
9/20/91	5530.1A	ACCIDENT RESPONSE GROUP
1/14/92 4/10/92	5530.3 Change 1	RADIOLOGICAL ASSISTANCE PROGRAM
5/8/85	5560.1A	PRIORITIES AND ALLOCATIONS PROGRAM
8/1/80	5610.2	CONTROL OF WEAPON DATA
7/15/94	5632.1C*	PROTECTION AND CONTROL OF SAFEGUARDS AND SECURITY INTERESTS
5/26/94	5660.1B	MANAGEMENT OF NUCLEAR MATERIALS
9/4/92	5670.3	COUNTERINTELLIGENCE PROGRAM
5/18/92	5700.7C	WORK AUTHORIZATION SYSTEM

ACCOUNTING PRACTICES AND PROCEDURES HANDBOOK		
5/2/83	Chapter V	INVENTORIES
6/30/80	Chapter X	PRODUCT COST ACCOUNTING

Appendix I - Part II

PARTIAL DELETIONS OF DIRECTIVES				
DATE	DOE DIRECTIVE NUMBER	SUBJECT TITLE	DELETION DIRECTIVE DATE	SECTIONS DELETED
11/9/88 6/29/90	5400.1 Change 1	GENERAL ENVIRONMENTAL PROTECTION PROGRAM	O 231.1 9/30/95 Change 1 10/26/95 Change 2 11/7/96	Paras. 2d, 2b, 4b & 4c of Chap II; Paras 2d & 3b of Chap III; Para 10(c) of Chap IV
2/8/90 6/5/90 1/7/93	5400.5 Change 1 Change 2	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT	O 231.1 9/30/95 Change 1 10/26/95	Chapter II: Para 1a(3) (a)
5/15/84 5/16/88 5/16/89 9/20/91	5480.4 Change 1 Change 2 Change 3	ENVIRONMENTAL PROTECTION, SAFETY, AND HEALTH PROTECTION STANDARDS	O 440.1 9/30/95 Change 1 10/26/95	Attachment 2: Paras 2c, 2d(2) - (3), 2e(1) - (8); and Attach. 3: Paras 2c,; 2d(2) - (3), 2e(1) - (7)
7/15/94	M5632.1C-1	MANUAL FOR PROTECTION AND CONTROL OF SAFEGUARDS AND SECURITY INTERESTS	O 470.1 9/28/95 O 471.2A 3/27/97	Chapter XI Chapter III, Paras 1, 2, 4-9

APPENDIX L

(Modified by Mod M055)

FY2001 FEE COMPUTATION

FEE BASIS

APPENDIX L

FY2001 FEE COMPUTATION

FEE BASIS

For FY2001, the performance measure model has one class of performance measures in Appendix B of the Prime Contract that is directly associated with fee (fee bearing). This reflects the approved FY2001 Critical Outcomes of Science & Technology, Operational Excellence and Leadership & Management. The FY2001 fee structure is in consonance with the following guidelines:

1. The maximum fee is to be in consonance with fees paid for the operation of similar FFRDC laboratories and will have a single tier structure;

2. The fees for integrated subcontractor(s) are included in the total fee;

3. The fee structure is to be based on individual critical outcomes and their associated weights as determined separately;

4. The critical outcome of Science and Technology will act as a "gate," in that a score of Excellent or above is required; there will be no fee if any critical outcome is scored as Marginal or below.

Maximum Fee

The maximum fee that BSA can earn under this matrix for FY 2001 is provisionally established at $7,000,000, if all performance measure areas were rated as "outstanding. The final FY2001 fee remains to be negotiated by the parties, an action to be taken upon conclusion of the final negotiations of the amendment to the BSA subcontract No. 851261 with Bechtel National, Inc (BNI).

Fee Matrix and Fee Percentage Curve (Figure 1)

Figure (1) below is the fee-determining matrix for the case where Science and Technology (S&T) achieves a score of Excellent or above. The right two columns of the Figure (1) matrix contain a fee percentage that determines the fee earned within each of the score ranges of Outstanding, Excellent, Good and Marginal. In the event that a Critical Outcome score is between two matrix scores, the fee percentage will be determined by interpolation.

If S&T achieves a score below Excellent, the fee matrix is inapplicable. If S&T is scored in the Good range, a single partial-cost-recovery fee of $2.1M (the annual BSA operating budget) is applicable. If any critical Outcome (including S&T) is Marginal there will be no fee.

Fee for Integrated Subcontractors

The Laboratory's "integrated subcontractors" are defined as those subcontractors that are part of the BSA management structure and have responsibilities for the direct supervision of BSA employees. In FY2001, BSA's maximum fee pool is the only fee pool available for the integrated subcontractors fees for Bechtel National Inc. (BNI) and Duke Engineering.

Payments and Advances

For purposes of installments of fee payment, the historical fee of $6,600,000, based on an excellent performance rating will be used for determining the 90% fee payment authorized for FY 2001which is $5,940,000. If, after DOE's evaluation of BSA's performance for FY2001, a higher amount of fee is authorized then BSA may draw the difference between the higher fee and the amount received through the periodic installments for FY 2001. If however, after DOE's evaluation of BSA's performance for FY2001, a lower amount of fee is authorized, BSA will reimburse DOE all amounts received through periodic installments above the authorized fee amount within 30 days after receiving notice from DOE of the fee authorized for FY2001.

Figure 1

Brookhaven Science Associates
Fiscal Year 2001

APPENDIX L

Figure (1): Fee Determination Matrix (000)

Critical Outcome (CO)		**Excellence in Science & Technology**	**Operational Excellence**		**Leadership & Management**		**Max Fee:**	$ **7,000**	
CO Weight		60%	20%		20%		% of Max Fee		
CO Max Fee		$ 4,200.0	$ 1,400.0		$ 1,400.0		Science		Non-Science
	Score								
Outstanding	4.00	4,200.0	1,400.0		1,400.0		100.0%		100.0%
	3.75	4,128.6	1,376.2		1,376.2		98.3%		98.3%
	3.50	4,061.4	1,353.8		1,353.8		96.7%		96.7%
Excellent	3.25	3,990.0	1,330.0		1,330.0		95.0%		95.0%
	3.00	3,780.0	1,260.0		1,260.0		90.0%		90.0%
	2.75	3,570.0	1,190.0		1,190.0		85.0%		85.0%
	2.50	3,360.0	1,120.0		1,120.0		80.0%		80.0%
Good	2.25	Flat 2,100.0	1,015.0	*	1,015.0	*	30.0%	**	72.5%
	2.00	Flat 2,100.0	910.0	*	910.0	*	30.0%	**	65.0%
	1.75	Flat 2,100.0	805.0	*	805.0	*	30.0%	**	57.5%
	1.50	Flat 2,100.0	700.0	*	700.0	*	30.0%	**	50.0%
Marginal	1.25	**No Fee**					0.0%		0.0%
	1.00						0.0%		0.0%
	0.75						0.0%		0.0%
	0.50						0.0%		0.0%

* No Fee for this category

** This reflects a percentage of total fee.

Note 1: If any of the Critical Outcomes are rated less than "Good" then the Contractor earns no fee for FY 2001.

Note 2: FY 2001 fee of $7M is provisional pending final resolution of the maximum earnable fee(including Integrated Subcontractors).

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Marginal	1.25	**No Fee**					0.0%		0.0%
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