

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

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2. AMENDMENT/MODIFICATION NO. <b>0028</b>	3. EFFECTIVE DATE <b>See Block 16C</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
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6. ISSUED BY <b>U.S. Department of Energy Brookhaven Site Office 53 Bell Avenue, Building 464 Upton, NY 11973-5000</b>	CODE <b>06005</b>	7. ADMINISTERED BY (If other than Item 6) Code <b>06005</b>
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8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  <b>Brookhaven Science Associates, LLC Attn: Michael Furey Brookhaven National Laboratory Building 185, PO Box 5000 Upton, New York 11973-5000</b>	<input checked="" type="checkbox"/>	9. A. AMENDMENT OF SOLICITATION NO.
		9. B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10. A. MODIFICATION OF Contract/Order NO. <b>DE-SC0012704</b>
		10. B. DATED (SEE ITEM 13) <b>12/22/2014</b>

CODE N/A FACILITY CODE N/A

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)  
**N/A**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>Mutual agreement of the parties</b>
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not  is required to sign this document and return **1** copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section heading, including solicitation/contract subject matter where feasible.)

This Modification is issued to remove Part I, Section C.6 – Recovery Act Projects; revise Section H – Special Contract Requirements, TOC; revise clause H.32; add clause H.43; revise Part II, Section I – Contract Clauses, TOC; update clauses I.9, I.10, I.15, I.19, I.33, I.44, I.46, I.49, I.59, I.74, I.88, I.128, and I.154; revise Table of Contents Part III, Section J – List of Documents, Exhibits, Attachments; add Section J, Appendix B – Performance Evaluation and Measurement Plan FY 2016; replace Appendix C – Special Financial Institution Account Agreement; add Appendix H – Small Business Subcontracting Plan FY 2016; replace Appendix I – DOE Directives/List B.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Peter Ferrara Acting Chief Financial Officer</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Evelyn Landini Contracting Officer</b>
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED <b>10/27/15</b>	16C. DATE SIGNED <b>10/28/15</b>
 <hr/> <i>(Signature of person authorized to sign)</i>	 BY <hr/> <i>(Signature of Contracting Officer)</i>

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-SC0012704/0028	2	3

14. Description of Amendment/Modification (continued):

1. **Part I, Section C.6 – Recovery Act Projects:** This section is revised to remove in its entirety the ARRA Projects that have been completed and closed out.
2. **Section H – Special Contract Requirements, Table of Contents (TOC):** Section H is revised to update clause H.32 and add clause H.43.
3. **Part I, Section H – Special Contract Requirements:**

The following clause has been revised; insert the attachment provided herein:

- a. Clause H.32 - Conference Management (Policy Flash 2015-36 - AL 2015-09): This clause has been updated IAW Deputy Secretary Memorandum entitled "Updated Guidance on Conference-Related Activities and Spending".

The following clause has been added; insert the attachment provided herein:

- a. Clause H.43 - Management and Operating Contractor (M&O) Subcontract Reporting (Sep 2015): This clause is hereby added to the Contract as Clause H.43 IAW Policy Flash 2015-35 - AL 2015-35.

4. **Part II, Section I – Contract Clauses, Table of Contents (TOC):** Section I is revised to reflect an update to clauses I.9, I.10, I.15, I.19, I.33, I.44, I.46, I.49, I.59, I.74, I.88, I.128, and I.154.

5. **Part II, Section I – Contract Clauses:**

The following clauses have been revised; replace the prior versions with the updated attachment provided herein:

- a. Clause I.9 – FAR 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015): This clause has been updated IAW Federal Register, 80 FR 38299, July 2, 2015.
- b. Clause I.10 – FAR 52.203-14, Display of Hotline Poster(s) (Oct 2015): This clause has been updated IAW Federal Register, 80 FR 38299, July 2, 2015.
- c. Clause I.15 – FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015): This clause has been updated IAW Policy Flash 2015-32-Federal Acquisition Circular (FAC) 2005-83.
- d. Clause I.19 – FAR 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015): This clause has been updated IAW Federal Register, 80 FR 38299, July 2, 2015.
- e. Clause I.33 – FAR 52.219-9, Small Business Subcontracting Plan (Oct 2015): This clause has been updated IAW Federal Register, 80 FR 38299, July 2, 2015.
- f. Clause I.44 – FAR 52.222-35, Equal Opportunity for Veterans (Oct 2015): This clause has been updated IAW Federal Acquisition Circular (FAC) 2005-82.
- g. Clause I.46 – FAR 52.222-37, Employment Reports on Veterans (Oct 2015): This clause has been updated IAW Federal Register, 80 FR 38300, July 2, 2015.
- h. Clause I.49 – FAR 52.222-54, Employment Eligibility Verification (Oct 2015): This clause has been updated IAW Federal Register, 80 FR 38300, July 2, 2015.
- i. Clause I.59 – FAR 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (Alternate I): This clause has been updated IAW Policy Flash 2015-37, Federal Acquisition Circular (FAC) 2005-84.
- j. Clause I.74 – FAR 52.230-2, Cost Accounting Standards (Oct 2015): This clause has been updated IAW Federal Register, 80 FR 38300, July 2, 2015.
- k. Clause I.88 – FAR 52.244-6, Subcontracts for Commercial Items (Oct 2015): This clause has been updated IAW Federal Register, 80 FR 38300, July 2, 2015.

- l. Clause I.128 – DEAR 970.5217-1, Strategic Partnership Projects Program (Non-DOE Funded Work)(Apr 2015): This clause has been updated IAW Federal Register, 80 FR 15519, Mar. 24, 2015.
- m. Clause I.154 – DEAR 970.5232-6, Strategic Partnership Project Funding Authorization (Apr 2015): This clause has been updated IAW Federal Register, 80 FR 15520, Mar. 24, 2015.

**6. Part II, Section J – List of Documents, Exhibits, Attachments:** Section J is revised to reflect the following: Add Appendix B – FY 2016 Performance Evaluation and Measurement Plan; Replace Appendix C – Special Financial Institution Account Agreement; Add Appendix H – Small Business Subcontracting Plan FY 2016; Replace Appendix I – DOE Directives/List B.

- a. **Appendix B – Performance Evaluation and Measurement Plan:** This section is revised to add the FY 2016 Plan. See attachment provided herein.
- b. **Appendix C – Special Financial Institution Account Agreement:** This section has been revised to add the new financial agreement; replace the prior version with the updated attachment provided herein.
- c. **Appendix H – Small Business Subcontracting Plan:** This section is revised to add the FY 2016 Plan. See attachment provided herein.
- d. **Appendix I – DOE Directives/List** identified as Modification No. 0019 has been revised; replace the prior version with the attached Appendix I identified as Modification No. 0028. The revisions are as follows:

SUMMARY OF DIRECTIVE CHANGES			
ADDITIONS	TITLE	CHANGE	NOTES
O 415.1, Admin Chg. 1	Information Technology Project Management	Updated to latest revision	Cancels DOE G 200.1-1. Admin Chg. 1, dated 1-16-2013, cancels DOE O 415.1.
O 481.1	DOE's Policy Regarding Laboratories, Plants and Sites Engaging in Strategic Partnership Projects with Other Federal Agencies, Independent Organizations, and the Private Sector, 12/17/2014	Updated to latest revision	Cancels O 481
O 551.1D, Chg. 1 (Pg.Chg.)	Official Foreign Travel, 8/13/2015	Updated to latest revision	Cancels O 551.1D

**Attachments:**

- Section H – Special Contract Requirements
  - ❖ H.32, H.43
- Section I – Contract Clauses
  - ❖ I.9, I.10, I.15, I.19, I.33, I.44, I.46, I.49, I.59, I.74, I.88, I.128, and I.154
- Part III, Section J – List of Documents, Exhibits, Attachments
  - ❖ Appendix B – Performance Evaluation and Measurement Plan FY 2016
  - ❖ Appendix C – Special Financial Institution Account Agreement
  - ❖ Appendix H – Small Business Subcontracting Plan FY 2016
  - ❖ Appendix I – DOE Directives/List

## **CLAUSE H-32 - Conference Management (Sept 2015)**

The Contractor agrees that:

- a) The Contractor shall ensure that Contractor-sponsored conferences reflect the DOE/NNSA's commitment to fiscal responsibility, appropriate stewardship of taxpayer funds and support the mission of DOE/NNSA as well as other sponsors of work. In addition, the contractor will ensure conferences do not include any activities that create the appearance of taxpayer funds being used in a questionable manner.
- b) Determination of a Conference.
  - 1) Definition. "Conference" is defined in the Federal Travel Regulation as, "[a] meeting, retreat, seminar, symposium, or event that involves attendee travel. The term 'conference' also applies to training activities that are considered to be conferences under 5 C.F.R 410.404. However, this definition is only a starting point. What constitutes a conference for the purpose of this guidance is a fact-based determination based on an evaluation of the criteria established in this attachment.
  - 2) Additional Indicia of Conferences. Conferences subject to this guidance are also often referred to by names other than "conference." Other common terms used include conventions, expositions, symposiums, seminars, workshops, or exhibitions. They typically involve topical matters of interest to, and the participation of, multiple agencies and/or nongovernmental participations. Indications of a formal conference often include but are not limited to registration, registration fees, a published substantive agenda, and scheduled speakers, or discussion panels. Individual events may qualify as conferences without meeting all of the indicia listed above, but will generally meet some of them. Please note that some training events may qualify as conferences for the purposes of this guidance, particularly if they take place in a hotel or conference center.
  - 3) Local Conferences. Events within the local duty location that do not require advance travel authorization may also qualify as a conference for the purposes of this guidance if the event exhibits other key indicia of a conference, especially the payment of a registration, exhibitor, sponsor, or conference fee.
  - 4) Exemptions. For the purposes of this guidance, the exemptions below apply and these types of activities should not be considered to be conferences even if the event meets the general definition of conference in section 1 above. Even where an event is considered exempt for this guidance, organizations are expected to continue to apply strict scrutiny to DOE's participation to ensure the best use of government funds and adherence with not only all applicable laws and policy, but the underlying spirit or principles, include ensuring that only personnel attend events that have a mission-essential need to do so, that expenses be kept to a minimum, and that participation in any associated social events be limited and

restrained to the greatest degree practicable to avoid the appearance of impropriety. Exemptions from this guidance should be granted sparingly and only when events fully meet the definition and intent of the criteria below:

- i) Meetings necessary to carry out statutory oversight functions. This exemption would include activities such as investigations, inspections, audits, or non-conference planning site visits.
  - ii) Meetings to consider internal agency business matters held in Federal facilities. This exemption would include activities such as meetings that take place as part of an organization's regular course of business, do not exhibit indicia of a formal conference as outlined above, and take place in a Federal facility.
  - iii) Bi-lateral and multi-lateral international cooperation engagements that do not exhibit indicia of a formal conference as outlined above that are focused on diplomatic relations.
  - iv) Formal classroom training which does not exhibit indicia of a formal conference as outlined above.
  - v) Meetings such as Advisory Committee and Federal Advisory Committee meetings, Solicitation/Funding Opportunity Announcement Review Board meetings, peer review/objective review panel meetings, evaluation panel/board meetings, and program kick-off and review meetings (including those for grants and contracts).
- c) Contractor-sponsored conferences include those events that meet the conference definition and either or both of the following:
- 1) The Contractor provides funding to plan, promote, or implement an event, except in instances where the Contractor:
    - i) covers participation costs in a conference for specified individuals (e.g., students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference); or
    - ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space).
  - 2) The Contractor authorizes use of the official seal, or other seals/logos/ trademarks to promote a conference. Exceptions include non-M&O contractors who use their seal to promote a conference that is unrelated to their DOE contract(s) (e.g., if a DOE IT contractor were to host a general conference on cyber security).

- d) Attending a conference, giving a speech or serving as an honorary chairperson does not connote sponsorship.
- e) The Contractor will provide information on conferences they plan to sponsor with expected costs exceeding \$100,000 in the Department's Conference Management Tool, including:
  - 1) Conference title, description, and date;
  - 2) Location and venue;
  - 3) Description of any unusual expenses (e.g., promotional items);
  - 4) Description of contracting procedures used (e.g., competition for space/support);
  - 5) Costs for space, food/beverages, audio visual, travel/per diem, registration costs, recovered costs (e.g., through exhibit fees); and
  - 6) Number of attendees.
- f) The Contractor will not expend funds on the proposed Contractor-sponsored conferences with expenditures estimated to exceed \$100,000 until notified of approval by the Contracting Officer.
- g) For DOE-sponsored conferences, the Contractor will not expend funds on the proposed conference until notified by the Contracting Officer.
  - 1) DOE-sponsored conferences include events that meet the definition of a conference and where the Department provides funding to plan, promote, or implement the conference and/or authorizes use of the official DOE seal, or other seals/logos/trademarks to promote a conference. Exceptions include instances where DOE:
    - i) covers participation costs in a conference for specified individuals (e.g., students, retirees, speakers, etc.) in a total amount not to exceed \$10,000 (by individual contractor for a specific conference); or
    - ii) purchases goods or services from the conference planners (e.g., attendee registration fees, renting booth space); or providing funding to the conference planners through Federal grants.
  - 2) Attending a conference, giving a speech, or serving as an honorary chairperson does not connote sponsorship.
  - 3) The Contractor will provide cost and attendance information on their participation in all DOE-sponsored conference in the DOE Conference Management Tool.
- h) For non-Contractor sponsored conferences, the Contractor shall develop and implement a process to ensure costs related to conferences are allowable, allocable, reasonable, and further the mission of DOE/NNSA. This process must at a minimum:

- 1) Track all conference expenses; and
  - 2) Require the Laboratory Director (or equivalent) or Chief Operating Officer approve a single conference with net costs to the contractor of \$100,000 or greater.
- i) Contractors are not required to enter information on non-sponsored conferences in DOE's Conference Management Tool.
  - j) Once funds have been expended on a non-sponsored conference, contractors may not authorize the use of their trademarks/logos for the conference, provide the conference planners with more than \$10,000 for specified individuals to participate in the conference, or provide any other sponsorship funding for the conference. If the Contractor does so, its expenditures for the conference may be deemed unallowable.

## **CLAUSE H.43 - Management and Operating Contractor (M&O) Subcontract Reporting (Sep 2015)**

(a) *Definitions.* As used in this clause—

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect cost.

“M&O Subcontract Reporting Capability (MOSRC)” means a DOE system and associated processes to collect key information about M&O first-tier subcontracts for reporting to the Small Business Administration.

“Transaction” means any awarded contract, agreement, order, or modification, etc. (other than one involving an employer-employee relationship) entered into by a DOE M&O prime contractor calling for supplies and services (including construction) required solely for performance of the prime contract.

(b) *Limited Interim Reporting.*

(1) The Contractor shall report no less than the twenty highest dollar value first-tier small business subcontract transactions under the contract by December 1 for the previous fiscal year until the Contractor business systems can report the required data as set forth in paragraph (c) below. Classified subcontracts shall be excluded from the reporting requirement and shall not be counted towards the total number of transactions of the reporting requirement.

(2) Transactions with a corporation, company, or subdivision that is an affiliate of the Contractor are not included in these reports.

(3) The Contractor shall provide the data on first-tier small business subcontract transactions under the contracts, as described in the *MOSRC Guide* via the Microsoft Excel spreadsheet co-located at <https://max.gov> in the MOSRC Collaboration Center. The spreadsheet will be submitted to [HQProcurementSystems@hq.doe.gov](mailto:HQProcurementSystems@hq.doe.gov).

(c) *Full Reporting.* The Contractor shall update their business systems and processes to collect and report data to MOSRC in compliance with the MOSRC Guide. The Contractor shall report data in MOSRC for FY17 (and each year thereafter) first-tier small business subcontracting transactions under the contract. Classified subcontracts shall be excluded from the reporting requirements. All Contractor

systems shall be updated in order to provide the first FY17 report in November 2016 for October 2016 transactions.

- (d) *Pilot M&Os*. Oak Ridge National Laboratory, the National Security Campus at the Kansas City Plant, and the National Renewable Energy Laboratory shall have their business systems updated in order to provide the first FY 16 report in April 2015 for March 2015 transactions.

**CLAUSE I.9 – FAR 52.203-13 – Contractor Code of Business Ethics and Conduct  
(Oct 2015)**

(a) *Definition.* As used in this clause--

“Agent” means any individual, including a director, an officer, an employee, or an independent Contractor, authorized to act on behalf of the organization.

“Full cooperation”—

(1) Means disclosure to the Government of the information sufficient for law enforcement to identify the nature and extent of the offense and the individuals responsible for the conduct. It includes providing timely and complete response to Government auditors’ and investigators’ request for documents and access to employees with information;

(2) Does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not require—

(i) A Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine; or

(ii) Any officer, director, owner, or employee of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; and

(3) Does not restrict a Contractor from—

(i) Conducting an internal investigation; or

(ii) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnished supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) Code of business ethics and conduct.

(1) Within 30 days after contract award, unless the Contracting Officer establishes a longer time period, the Contractor shall—

- (i) Have a written code of business ethics and conduct;
- (ii) Make a copy of the code available to each employee engaged in performance of the contract.

(2) The Contractor shall—

- (i) Exercise due diligence to prevent and detect criminal conduct; and
- (ii) Otherwise promote an organizational culture that encourages ethical conduct and a commitment to compliance with the law.

(3)

(i) The Contractor shall timely disclose, in writing, to the agency Office of the Inspector General (OIG), with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of this contract or any subcontract thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed—

(A) A violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 of the United States Code; or

(B) A violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(ii) The Government, to the extent permitted by law and regulation, will safeguard and treat information obtained pursuant to the Contractor's disclosure as confidential where the information has been marked "confidential" or "proprietary" by the company. To the extent permitted by the law and regulation, such information will not be released by the Government to the public pursuant to a Freedom of Information Act request, 5 U.S.C. Section 552, without prior notification to the Contractor. The Government may transfer documents provided by the Contractor to any department or agency within the Executive Branch if the information relates to matters within the organization's jurisdiction.

(iii) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the Contractor shall notify the OIG of

the ordering agency and the IG of the agency responsible for the basic contract.

(c) *Business ethics awareness and compliance program and internal control system.* This paragraph (c) does not apply if the Contractor has represented itself as a small business concern pursuant to the award of this contract or if this contract is for the acquisition of a commercial item as defined at FAR 2.101. The Contractor shall establish the following within 90 days after contract award, unless the Contracting Officer establishes a longer time period:

(1) An ongoing business ethics awareness and compliance program.

(i) This program shall include reasonable steps to communicate periodically and in a practical manner the Contractor's standards and procedures and other aspects of the Contractor's business ethics awareness and compliance program and internal control system, by conducting effective training programs and otherwise disseminating information appropriate to an individual's respective roles and responsibilities.

(ii) The training conducted under this program shall be provided to the Contractor's principals and employees, and as appropriate, the Contractor's agents and subcontractors.

(2) An internal control system.

(i) The Contractor's internal control system shall—

(A) Establish standards and procedures to facilitate timely discovery of improper conduct in connection with Government contracts; and

(B) Ensure corrective measures are promptly instituted and carried out.

(ii) At a minimum, the Contractor's internal control system shall provide for the following:

(A) Assignment of responsibility at a sufficiently high level and adequate resources to ensure effectiveness of the business ethics awareness and compliance program and internal control system.

(B) Reasonable efforts not to include an individual as a principal, whom due diligence would have exposed as having engaged in conduct that is in conflict with the Contractor's code of business ethics and conduct.

(C) Periodic reviews of company business practices, procedures, policies, and internal controls for compliance with the Contractor's code of business ethics and conduct and special requirements of Government contracting, including—

(1) Monitoring and auditing to detect criminal conduct;

(2) Periodic evaluation of the effectiveness of the business ethics awareness and compliance program and internal control system, especially if criminal conduct has been detected; and

(3) Periodic assessment of the risk of criminal conduct, with appropriate steps to design, implement, or modify the business ethics awareness and compliance program and the internal control system as necessary to reduce the risk of criminal conduct identified through this process.

(D) An internal reporting mechanism, such as a hotline, which allows for anonymity or confidentiality, by which employees may report suspected instances of improper conduct, and instructions that encourage employees to make such reports.

(E) Disciplinary action for improper conduct or for failing to take reasonable steps to prevent or detect improper conduct.

(F) Timely disclosure, in writing, to the agency OIG, with a copy to the Contracting Officer, whenever, in connection with the award, performance, or closeout of any Government contract performed by the Contractor or a subcontractor thereunder, the Contractor has credible evidence that a principal, employee, agent, or subcontractor of the Contractor has committed a violation of Federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in Title 18 U.S.C. or a violation of the civil False Claims Act (31 U.S.C. 3729-3733).

(1) If a violation relates to more than one Government contract, the Contractor may make the disclosure to the agency OIG and Contracting Officer responsible for the largest dollar value contract impacted by the violation.

(2) If the violation relates to an order against a Governmentwide acquisition contract, a multi-agency contract, a multiple-award schedule contract such as the Federal Supply Schedule, or any other procurement instrument intended for use by multiple agencies, the contractor shall notify the OIG of the ordering agency and the IG of the agency

responsible for the basic contract, and the respective agencies' contracting officers.

(3) The disclosure requirement for an individual contract continues until at least 3 years after final payment on the contract.

(4) The Government will safeguard such disclosures in accordance with paragraph (b)(3)(ii) of this clause.

(G) Full cooperation with any Government agencies responsible for audits, investigations, or corrective actions.

(d) Subcontracts.

(1) The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts that have a value in excess of \$5.5 million and a performance period of more than 120 days.

(2) In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

**CLAUSE I.10 – FAR 52.203-14 - Display of Hotline Poster(s) (Oct 2015)**

(a) *Definition.*

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from

(Contracting Officer shall insert—

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

**CLAUSE I.15 – FAR 52.204-10 - Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2015)**

(a) *Definitions.* As used in this clause:

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by the Contractor for the purpose of acquiring supplies or services (including construction) for performance of a prime contract. It does not include the Contractor’s supplier agreements with vendors, such as long-term arrangements for materials or supplies that would benefit multiple contracts and/or the costs of which are normally applied to a Contractor’s general and administrative expenses or indirect cost.

“Month of award” means the month in which a contract is signed by the Contracting Officer or the month in which a first-tier subcontract is signed by the Contractor.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Financial Accounting Standards Board’s Accounting Standards Codification (FASB ASC) 718, Compensation-Stock Compensation.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d)(2) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding

Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c) Nothing in this clause required the disclosure of classified information.

(d)

(1) Executive compensation of the prime contractor. As a part of its annual registration requirement in the System for Award Management (SAM) database (FAR provision 52.204-7), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for its preceding completed fiscal year, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements, and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)

(2) First-tier subcontract information. Unless otherwise directed by the contracting officer, or as provided in paragraph (g) of this clause, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, the Contractor shall report the following information at <http://www.fsr.gov> for that first tier subcontract. (The Contractor shall follow the instruction at <http://www.fsr.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

- (ii) Name of the subcontractor.
- (iii) Amount of the subcontract award.
- (iv) Date of the subcontract award.
- (v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.
- (vi) Subcontract number (the subcontract number assigned by the Contractor).
- (vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
- (ix) The prime contract number, and order number if applicable.
- (x) Awarding agency name and code.
- (xi) Funding agency name and code.
- (xii) Government contracting office code.
- (xiii) Treasury account symbol (TAS) as reported in FPDS.
- (xiv) The applicable North American Industry Classification System code (NAICS).

(3) Executive compensation of the first-tier subcontractor. Unless otherwise directed by the Contracting Officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$30,000 or more, and annually thereafter (calculated from the prime contract award date), the Contractor shall report the names and total compensation of each of the five most highly compensated executives for that first-tier subcontractor for the first-tier subcontractor's preceding completed fiscal year at <https://www.fhrs.gov> , if—

- (i) In the subcontractor's preceding fiscal year, the subcontractor received—
  - (A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants),

cooperative agreements, and other forms of Federal financial assistance; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants), cooperative agreements and other forms of Federal financial assistance; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

(e) The Contractor shall not split or break down first-tier subcontract awards to a value less than \$30,000 to avoid the reporting requirements in paragraph (d) of this clause.

(f) The Contractor is required to report information on a first-tier subcontract covered by paragraph (d) when the subcontract is awarded. Continued reporting on the same subcontract is not required unless one of the reported data elements changes during the performance of the subcontract. The Contractor is not required to make further reports after the first-tier subcontract expires.

(g)

(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards for that subcontractor

(h) The FSRS database at <http://www.fsrs.gov> will be prepopulated with some information from SAM and FPDS databases. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM database information is incorrect, the contractor is responsible for correcting this information.

**CLAUSE I.19 – FAR 52.209-6 - Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015)**

(a) Definition. “Commercially available off-the-shelf (COTS) item,” as used in this clause--

(1) Means any item of supply (including construction material) that is—

(i) A commercial item (as defined in paragraph (1) of the definition in FAR 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

(b) The Government suspends or debar Contractors to protect the Government’s interests. Other than a subcontract for a commercially available off-the-shelf item, the Contractor shall not enter into any subcontract in excess of \$35,000 with a Contractor that is debarred, suspended, or proposed for debarment by any executive agency unless there is a compelling reason to do so.

(c) The Contractor shall require each proposed subcontractor whose subcontract will exceed \$35,000, other than a subcontractor providing a commercially available off-the-shelf item, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(d) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party (other than a subcontractor providing a commercially available off-the-shelf item) that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the System for Award Management (SAM) Exclusions). The notice must include the following:

(1) The name of the subcontractor.

(2) The Contractor’s knowledge of the reasons for the subcontractor being listed with an exclusion in SAM.

(3) The compelling reason(s) for doing business with the subcontractor notwithstanding its being listed with an exclusion in SAM.

(4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(e) Subcontracts. Unless this is a contract for the acquisition of commercial items, the Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for the identification of the parties), in each subcontract that—

- (1) Exceed \$35,000 in value; and
- (2) Is not a subcontract for commercially available off-the-shelf items.

**CLAUSE I.33 – FAR 52.219-9 - Small Business Subcontracting Plan (Oct 2015)**

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

(b) *Definitions.* As used in this clause—

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, *et seq.*) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e)(2).

“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).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 *et seq.*), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

“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 services 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 concerns, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and with 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, service-disabled 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, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. 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. In accordance with 43 U.S.C. 1626:

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the

subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(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 (including ANC and Indian tribes);
- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
- (vii) 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) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns, and
- (vi) 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 System for Award Management (SAM), 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 SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM 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 (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) 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, service-disabled 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 \$700,000

(\$1.5 million for construction of any public facility with further subcontracting possibilities) to adopt a plan similar to the 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 the Individual Subcontracting Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with the paragraph (I) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;
- (iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
- (v) Provide its prime contract number, its DUNS number, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and
- (vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(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, service-disabled 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., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled 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, service-disabled 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 \$150,000, 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 service-disabled veteran-owned small business concerns were solicited and, if not, why not;

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

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

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

(G) 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, service-disabled 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, service-disabled 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, service-disabled 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 business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.

(5) 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.

(6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.

(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. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(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) A contract may have no more than one plan. When a modification meets the criteria in 19.702 for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement

Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) 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.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) *ISR*. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer;  
and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors. However, for construction and related maintenance and repair, a separate report shall be submitted for each DoD component.

(D) For DoD and NASA, the report shall be submitted semi-annually for the six months ending March 31 and the twelve months ending September 30. For civilian agencies, except NASA, it shall be submitted annually for the twelve month period ending September 30. Reports are due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

**CLAUSE I.44 – FAR 52.222-35 - Equal Opportunity for Veterans (Oct 2015)**

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

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR 22.1301.

(b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate of identify properly the parties and their undertakings.

**CLAUSE I.46 – FAR 52.222-37 - Employment Reports on Veterans (Oct 2015)**

(a) *Definitions.* As used in this clause, “Armed Forces service medal veteran,” “disabled veteran,” “active duty wartime or campaign badge veteran,” and “recently separated veteran,” have the meanings given in FAR 22.1301.

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on--

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are disabled veterans, other protected veterans (*i.e.*, active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans;

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans (*i.e.*, active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans; and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by completing the Form VETS-100A, entitled “Federal Contractor Veterans’ Employment Report (VETS-100A Report).”

(d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report.

Contractors may select an ending date--

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under 38 U.S.C. 4212.

(g) The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

**CLAUSE I.49 – FAR 52.222-54 - Employment Eligibility Verification (Oct 2015)**

(a) *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4) such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

(i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section ); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new

hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify> .

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee—

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) *Subcontracts*. The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

(1) *Is for—*

(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,500; and

(3) Includes work performed in the United States.

**CLAUSE I.59 – FAR 52.223-16 – Acquisition of EPEAT® -Registered Personal Computer Products (Alternate I – Jun 2014) (Oct 2015)**

(a) *Definitions.* As used in this clause—

“Computer” means a device that performs logical operations and processes data. Computers are composed of, at a minimum:

- (1) A central processing unit (CPU) to perform operations;
- (2) User input devices such as a keyboard, mouse, digitizer, or game controller; and
- (3) A computer display screen to output information. Computers include both stationary and portable units, including desktop computers, integrated desktop computers, notebook computers, thin clients, and workstations. Although computers must be capable of using input devices and computer displays, as noted in (2) and (3) above, computer systems do not need to include these devices on shipment to meet this definition. This definition does not include server computers, gaming consoles, mobile telephones, portable hand-held calculators, portable digital assistants (PDAs), MP3 players, or any other mobile computing device with displays less than 4 inches, measured diagonally.

“Computer display” means a display screen and its associated electronics encased in a single housing or within the computer housing (e.g., notebook or integrated desktop computer) that is capable of displaying output information from a computer via one or more inputs such as a VGA, DVI, USB, DisplayPort, and/or IEEE 1394-2008<sup>TM</sup>, Standard for High Performance Serial Bus. Examples of computer display technologies are the cathode-ray tube (CRT) and liquid crystal display (LCD).

“Desktop computer” means a computer where the main unit is intended to be located in a permanent location, often on a desk or on the floor. Desktops are not designed for portability and utilize an external computer display, keyboard, and mouse. Desktops are designed for a broad range of home and office applications.

“Integrated desktop computer” means a desktop system in which the computer and computer display function as a single unit that receives its AC power through a single cable. Integrated desktop computers come in one of two possible forms:

- (1) A system where the computer display and computer are physically combined into a single unit; or
- (2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a

subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

“Notebook computer” means a computer designed specifically for portability and to be operated for extended periods of time either with or without a direct connection to an AC power source. Notebooks must utilize an integrated computer display and be capable of operation off of an integrated battery or other portable power source. In addition, most notebooks use an external power supply and have an integrated keyboard and pointing device. Notebook computers are typically designed to provide similar functionality to desktops, including operation of software similar in functionality to that used in desktops. Docking stations are considered accessories for notebook computers, not notebook computers. Tablet PCs, which may use touch-sensitive screens along with, or instead of, other input devices, are considered notebook computers.

“Personal computer product” means a computer, computer display, desktop computer, integrated desktop computer, or notebook computer.

(b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT® silver-registered or gold-registered.

(c) For information about EPEAT®, see [www.epa.gov/epeat](http://www.epa.gov/epeat).

**CLAUSE I.74 – FAR 52.230-2 - Cost Accounting Standards (Oct 2015)**

(a) Unless the contract is exempt under 48 CFR 9903.201-1 and 9903.201-2, the provisions of 48 CFR Part 9903 are incorporated herein by reference and the Contractor, in connection with this contract, shall --

(1) *(CAS-covered Contracts Only)* By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.

(2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with subparagraph (a)(4) or (a)(5) of this clause, as appropriate.

(3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

(4)

(i) Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to subparagraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.

(ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of subparagraph

(a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.

(iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.

(5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 (26 U.S.C.6621(a)(2)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.

(b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under 41 U.S.C. chapter 71, Contract Disputes.

(c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.

(d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph (b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection 30.201-4 of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$750,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

**CLAUSE I.88 – FAR 52.244-6 - Subcontracts for Commercial Items (Oct 2015)**

(a) *Definitions.* As used in this clause—

“Commercial item” has the meaning contained Federal Acquisition Regulation 2.101, Definitions.

“Subcontract” includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or nondevelopmental items as components of items to be supplied under this contract.

(c)

(1) The Contractor shall insert the following clauses in subcontracts for commercial items:

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509), if the subcontract exceeds \$5.5 million and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.

(ii) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.

(iii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

(vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212(a));

(vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-37, Employments Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496), if flow down is required in accordance with paragraph (f) of FAR clause 52.222-40.

(x)

(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xi) 52.222-55, Establishing a Minimum Wage for Contractors (E.O. 13658) (Dec 2014).

(xii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Dec 2013), if flow down is required in accordance with paragraph (c) of FAR clause 52.232-40.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. App. 1241 and 10 U.S.C. 2631), if flow down is required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

**CLAUSE I.128 - DEAR 970.5217-1 - STRATEGIC PARTNERSHIP PROJECTS PROGRAM (NON-DOE FUNDED WORK) (Apr 2015)**

- (a) *Authority to perform Strategic Partnership Projects.* Pursuant to the Economy Act of 1932, as amended (31 U.S.C. 1535), and the Atomic Energy Act of 1954, as amended (42 U.S.C. 2011 *et seq.*) or other applicable authority, the Contractor may perform work for non-DOE entities (sponsors) on a fully reimbursable basis in accordance with this clause.
- (b) *Contractor's implementation.* The Contractor must draft, implement, and maintain formal policies, practices, and procedures in accordance with this clause, which must be submitted to the Contracting Officer for review and approval.
- (c) *Conditions of participation in Strategic Partnership Projects program.* The Contractor—
  - (1) Must not perform Strategic Partnership Projects activities that would place it in direct competition with the domestic private sector;
  - (2) Must not respond to a request for proposals or any other solicitation from another Federal agency or non-Federal organization that involves direct comparative competition, either as an offeror, team member, or subcontractor to an offeror; however, the Contractor may, following notification to the Contracting Officer, respond to Broad Agency Announcements, Financial Assistance solicitations, and similar solicitations from another Federal Agency or non-Federal organizations when the selection is based on merit or peer review, the work involves basic or applied research to further advance scientific knowledge or understanding, and a response does not result in direct, comparative competition;
  - (3) Must not commence work on any Strategic Partnership Projects activity until a Strategic Partnership Projects proposal package has been approved by the DOE Contracting Officer or designated representative;
  - (4) Must not incur project costs until receipt of DOE notification that a budgetary resource is available for the project, except as provided in 48 CFR 970.5232-6;

- (5) Must ensure that all costs associated with the performance of the work, including specifically all DOE direct costs and applicable surcharges, are included in any Strategic Partnership Projects proposal;
  - (6) Must maintain records for the accumulation of costs and the billing of such work to ensure that DOE's appropriated funds are not used in support of Strategic Partnership Projects activities and to provide an accounting of the expenditures to DOE and the sponsor upon request;
  - (7) Must perform all Strategic Partnership Projects in accordance with the standards, policies, and procedures that apply to performance under this contract, including but not limited to environmental, safety and health, security, safeguards and classification procedures, and human and animal research regulations;
  - (8) May subcontract portion(s) of a Work for Others project; however, the Contractor must select the subcontractor and the work to be subcontracted. Any subcontracted work must be in direct support of the DOE Contractor's performance as defined in the DOE approved Strategic Partnership Projects proposal package; and,
  - (9) Must maintain a summary listing of project information for each active Strategic Partnership Projects project, consisting of—
    - (i) Sponsoring agency;
    - (ii) Total estimated costs;
    - (iii) Project title and description;
    - (iv) Project point of contact; and,
    - (v) Estimated start and completion dates.
- (d) *Negotiation and execution of Strategic Partnership Projects agreement.*
- (1) When delegated authority by the Contracting Officer, the Contractor may negotiate the terms and conditions that will govern the performance of a specific Strategic Partnership Projects project. Such terms and conditions must be consistent with the terms, conditions, and requirements of the Contractor's contract with DOE. The Contractor may use DOE-approved contract terms and conditions as delineated in DOE Manual 481.1-1A or terms and conditions previously approved by the responsible Contracting

Officer or authorized designee for agreements with non-Federal entities. The Contractor must not hold itself out as representing DOE when negotiating the proposed Strategic Partnership Projects agreement.

- (2) The Contractor must submit all Strategic Partnership Projects agreements to the DOE Contracting Officer for DOE review and approval. The Contractor may not execute any proposed agreement until it has received notice of DOE approval.
- (e) *Preparation of project proposals.* When the Contractor proposes to perform Strategic Partnership Projects activities pursuant to this clause, it may assist the project sponsor in the preparation of project proposal packages including the preparation of cost estimates.
- (f) *Strategic Partnership Projects appraisals.* DOE may conduct periodic appraisals of the Contractor's compliance with its Strategic Partnership Projects Program policies, practices and procedures. The Contractor must provide facilities and other support in conjunction with such appraisals as directed by the Contracting Officer or authorized designee.
- (g) *Annual Strategic Partnership Projects report.* The Contractor must provide assistance as required by the Contracting Officer or authorized designee in the preparation of a DOE Annual Summary Report of Strategic Partnership Projects Activities under the contract.

**CLAUSE 154 - DEAR 970.5232-6 - STRATEGIC PARTNERSHIP PROJECT FUNDING AUTHORIZATION (Apr 2015)**

Any uncollectible receivables resulting from the Contractor utilizing contractor corporate funding for reimbursable work shall be the responsibility of the Contractor, and the United States Government shall have no liability to the Contractor for the Contractor's uncollected receivables. The Contractor is permitted to provide advance payment utilizing contractor corporate funds for reimbursable work to be performed by the Contractor for a non-Federal entity in instances where advance payment from that entity is required under the Laws, regulations, and DOE directives clause of this contract and such advance cannot be obtained. The Contractor is also permitted to provide advance payment utilizing contractor corporate funds to continue reimbursable work to be performed by the Contractor for a Federal entity when the term or the funds on a Federal interagency agreement required under the Laws, regulations, and DOE directives clause of this contract have elapsed. The Contractor's utilization of contractor corporate funds does not relieve the Contractor of its responsibility to comply with all requirements for Strategic Partnership Projects applicable to this contract.



**U.S. DEPARTMENT OF ENERGY**

**AND**

**BROOKHAVEN SCIENCE ASSOCIATES, LLC**

**ATTACHMENT J**

**APPENDIX B**

**PERFORMANCE EVALUATION AND  
MEASUREMENT PLAN**

**FISCAL YEAR 2016**

**BROOKHAVEN NATIONAL LABORATORY**

## INTRODUCTION

This document, the Performance Evaluation and Measurement Plan (PEMP), primarily serves as DOE's Quality Assurance/Surveillance Plan (QASP) for the evaluation of Brookhaven Science Associates (hereafter referred to as "the Contractor") performance regarding the management and operations of the Brookhaven National Laboratory (hereafter referred to as "the Laboratory") for the evaluation period from October 1, 2015, through September 30, 2016. The performance evaluation provides a standard by which to determine whether the Contractor is managerially and operationally in control of the Laboratory and is meeting the mission requirement and performance expectations/objectives of the Department as stipulated within this contract.

This document also describes the distribution of the total available performance-based fee and the methodology for determining the amount of fee earned by the Contractor as stipulated within the clauses entitled, "Determining Total Available Performance Fee and Fee Earned," "Conditional Payment of Fee, Profit, or Incentives," and "Total Available Fee: Base Fee Amount and Performance Fee Amount." In partnership with the Contractor and other key customers, the Department of Energy (DOE) Headquarters (HQ) and the Site Office have defined the measurement basis that serves as the Contractor's performance-based evaluation and fee determination.

The Performance Goals (hereafter referred to as Goals), Performance Objectives (hereafter referred to as Objectives) and set of notable outcomes discussed herein were developed in accordance with contract expectations set forth within the contract. The notable outcomes for meeting the Objectives set forth within this plan have been developed in coordination with HQ program offices as appropriate. Except as otherwise provided for within the contract, the evaluation and fee determination will rest solely on the Contractor's performance within the Performance Goals and Objectives set forth within this plan.

The overall performance against each Objective of this performance plan, to include the evaluation of notable outcomes, shall be evaluated jointly by the appropriate HQ office, major customer and/or the Site Office as appropriate. This cooperative review methodology will ensure that the overall evaluation of the Contractor results in a consolidated DOE position taking into account specific notable outcomes as well as all additional information available to the evaluating office. The Site Office shall work closely with each HQ program office or major customer throughout the year in evaluating the Contractor's performance and will provide observations regarding programs and projects as well as other management and operation activities conducted by the Contractor throughout the year.

Section I provides information on how the performance rating (grade) for the Contractor, as well as how the performance-based incentives fee earned (if any) will be determined. As applicable, also provides information on the award term eligibility requirements.

Section II provides the detailed information concerning each Goal, their corresponding Objectives, and notable outcomes identified, along with the weightings assigned to each Goal and Objective and a table for calculating the final grade for each Goal.

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8.3	Provide an Efficient and Effective Physical Security Program for the Protection of Special Nuclear Materials, Classified Matter, Classified Information, Sensitive Information, and Property	43

**I. DETERMINING THE CONTRACTOR'S PERFORMANCE RATING, AND PERFORMANCE-BASED FEE**

The FY 2016 Contractor performance grades for each Goal will be determined based on the weighted sum of the individual scores earned for each of the Objectives described within this document for Science and Technology (S&T) and for Management and Operations (M&O). Each Goal is composed of two or more weighted Objectives. Additionally, a set of notable outcomes has been identified to highlight key aspects/areas of performance deserving special attention by the Contractor for the upcoming fiscal year. Each notable outcome is linked to one or more Objectives, and failure to meet expectations against any notable outcome will result in a grade less than B+ for that Objective(s) (i.e., if the contractor fails to meet expectations against a notable outcome tied to an Objective under Goal 1.0, 2.0, or 3.0, the SC program office that assigned the notable outcome shall award a grade less than “B+” for the Objective(s) to which the notable outcome is linked; and if the contractor fails to meet expectations against a notable outcome tied to an Objective under Goal 4.0, 5.0, 6.0, 7.0 or 8.0, SC shall award a grade less than “B+” for the Objective(s) to which the notable outcome is linked). Performance above expectations against a notable outcome will be considered in the context of the Contractor’s entire performance with respect to the relevant Objective. The following section describes SC’s methodology for determining the Contractor’s grades at the Objective level.

Performance Evaluation Methodology:

The purpose of this section is to establish a methodology to develop grades at the Objective level. Each evaluating office shall provide a proposed grade and corresponding numerical score for each Objective (see Figure 1 for SC’s scale). Each evaluation will measure the degree of effectiveness and performance of the Contractor in meeting the corresponding Objectives.

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

**Figure 1. FY 2016 Contractor Letter Grade Scale**

For the three S&T Goals (1.0 – 3.0) the Contractor shall be evaluated against the defined levels of performance provided for each Objective under the S&T Goals. The Contractor performance under Goal 4.0 will also be evaluated using the defined levels of performance described for the three Objectives under Goal 4.0. The descriptions for these defined levels of performance are included in Section II.

It is the DOE’s expectation that the Contractor provides for and maintains management and operational (M&O) systems that efficiently and effectively support the current mission(s) of the Laboratory and assure the Laboratory’s ability to deliver against DOE’s future needs. In evaluating the Contractor’s performance DOE shall assess the degree of effectiveness and performance in meeting each of the Objectives provided under each of the Goals. For the four M&O Goals (5.0 – 8.0) DOE will rely on a combination of the information through the Contractor’s own assurance systems, the ability of the Contractor to demonstrate the validity of this information, and DOE’s own independent assessment of the Contractor’s performance across the spectrum of its responsibilities. The latter might include, but is not limited to operational awareness (daily oversight) activities; formal assessments conducted; “For Cause” reviews (if any); and other outside agency reviews (OIG, GAO, DCAA, etc.).

The mission of the Laboratory is to deliver the science and technology needed to support Departmental missions and other sponsor’s needs. Operational performance at the Laboratory meets DOE’s expectations (defined as the grade of B+) for each Objective if the Contractor is performing at a level that fully supports the Laboratory’s current and future science and technology mission(s). Performance that

has, or has the potential to, 1) adversely impact the delivery of the current and/or future DOE/Laboratory mission(s), 2) adversely impact the DOE and or the Laboratory’s reputation, or 3) does not provide the competent people, necessary facilities and robust systems necessary to ensure sustainable performance, shall be graded below expectations as defined in Figure I-1, below.

The Department sets our expectations high, and expects performance at that level to optimize the efficient and effective operation of the Laboratory. Thus, the Department does not expect routine Contractor performance above expectations against the M&O Goals (5.0 – 8.0). Performance that might merit grades above B+ would need to reflect a Contractor’s significant contributions to the management and operations at the system of Laboratories, or recognition by external, independent entities as exemplary performance.

Definitions for the grading scale for the Goal 5.0 – 8.0 Objectives are provided in Figure I-1, below:

Letter Grade	Numerical Grade	Definition
A+	4.3-4.1	Significantly exceeds expectations of performance against all aspects of the Objective in question. The Contractor’s systems function at a level that fully supports the Laboratory’s current and future science and technology mission(s). Performance is notable for its significant contributions to the management and operations across the SC system of laboratories, and/or has been recognized by external, independent entities as exemplary.
A	4.0-3.8	Notably exceeds expectations of performance against all aspects of the Objective in question. The Contractor’s systems function at a level that fully supports the Laboratory’s current and future science and technology mission(s). Performance is notable for its contributions to the management and operations across the SC system of laboratories, and/or as been recognized by external, independent entities as exemplary.
A-	3.7-3.5	Exceeds expectations of performance against all aspects of the Objective in question. The Contractor’s systems function at a level that fully supports the Laboratory’s current and future science and technology mission(s).
B+	3.4-3.1	Meets expectations of performance against all aspects of the Objective in question. The Contractor’s systems function at a level that fully supports the Laboratory’s current and future science and technology mission(s). No performance has, or has the potential to, adversely impact 1) the delivery of the current and/or future DOE/Laboratory mission(s), 2) the DOE and/or the Laboratory’s reputation, or does not 3) provide a sustainable performance platform.
B	3.0 -2.8	Just misses meeting expectations of performance against a few aspects of the Objective in question. In a few minor instances, the Contractor’s systems function at a level that does not fully support the Laboratory’s current and future science and technology mission, or provide a sustainable performance platform.
B-	2.7-2.5	Misses meeting expectations of performance against several aspects of the Objective in question. In several areas, the Contractor’s systems function at a level that does not fully support the Laboratory’s current and future science and technology mission, or provide a sustainable performance platform.
C+	2.4-2.1	Misses meeting expectations of performance against many aspects of the Objective in question. In several notable areas, the Contractor’s systems function at a level that does not fully support the Laboratory’s current and future science and technology mission or provide a sustainable performance platform, and/or have affected the reputation of the Laboratory or DOE.
C	2.0-1.8	Significantly misses meeting expectations of performance against many aspects of the Objective in question. In many notable areas, the Contractor’s systems do not support the Laboratory’s current and future science and technology mission, nor provide a sustainable performance platform and may affect the reputation of the Laboratory or DOE.
C-	1.7- 1.1	Significantly misses meeting expectations of performance against most aspects of the

Letter Grade	Numerical Grade	Definition
		Objective in question. In many notable areas, the Contractor’s systems demonstrably hinder the Laboratory’s ability to deliver on current and future science and technology mission, and have harmed the reputation of the Laboratory or DOE.
D	1.0-0.8	Most or all expectations of performance against the Objective in question are missed. Performance failures in this area have affected all parts of the Laboratory; DOE leadership engagement is required to deal with the situation and help the Contractor.
F	0.7-0	All expectations of performance against the Objective in question are missed. Performance failures in this area are not recoverable by the Contractor or DOE.

**Figure I-1. Letter Grade and Numerical Grade Definitions**

Calculating Individual Goal Scores and Letter Grades:

Each Objective is assigned the earned numerical score by the evaluating office as stated above. The Goal rating is then computed by multiplying the numerical score by the weight of each Objective within a Goal. These values are then added together to develop an overall numerical score for each Goal. For the purpose of determining the final Goal grade, the raw numerical score for each Goal will be rounded to the nearest tenth of a point using the standard rounding convention discussed below and then compared to Figure I-1. A set of tables is provided at the end of each Performance Goal section of this document to assist in the calculation of Objective numerical scores to the Goal grade. No overall rollup grade shall be provided.

As stated above the raw numerical score from each calculation shall be carried through to the next stage of the calculation process. The raw numerical score for S&T and M&O will be rounded to the nearest tenth of a point for purposes of determining fee. A standard rounding convention of x.44 and less rounds down to the nearest tenth (here, x.4), while x.45 and greater rounds up to the nearest tenth (here, x.5).

The eight Performance Goal grades shall be used to create a report card for the laboratory (see Figure 2, below).

Performance Goal	Grade
1.0 Mission Accomplishment	
2.0 Design, Fabrication, Construction and Operations of Research Facilities	
3.0 Science and Technology Program Management	
4.0 Sound and Competent Leadership and Stewardship of the Laboratory	
5.0 Integrated Safety, Health, and Environmental Protection	
6.0 Business Systems	
7.0 Operating, Maintaining, and Renewing Facility and Infrastructure Portfolio	
8.0 Integrated Safeguards and Security Management and Emergency Management Systems	

**Figure 2. Laboratory Report Card**

Determining the Amount of Performance-Based Fee Earned:

SC uses the following process to determine the amount of performance-based fee earned by the contractor. The S&T score from each evaluator shall be used to determine an initial numerical score for S&T (see Table A, below), and the rollup of the scores for each M&O Performance Goal shall be used to determine an initial numerical M&O score (see Table B, below).

S&T Performance Goal	Numerical Score	Weight <sup>1</sup>		
1.0 Mission Accomplishment				
2.0 Design, Fabrication, Construction and Operation of Research Facilities				
3.0 Science and Technology Program Management		25%		
<b>Initial S&amp;T Score</b>				

**Table A: Fiscal Year Contractor Evaluation Initial S&T Score Calculation**

<sup>1</sup> For Goals 1.0 and 2.0, the weights are based on fiscal year costs for each program distributed between these Goals 1.0 and 2.0. For Goal 3.0, the weight is set as a fixed percentage for all laboratories.

M&O Performance Goal	Numerical Score	Weight		
5.0 Integrated Safety, Health, and Environmental Protection		30%		
6.0 Business Systems		30%		
7.0 Operating, Maintaining, and Renewing Facility and Infrastructure Portfolio		30%		
8.0 Integrated Safeguards and Security Management and Emergency Management Systems		10%		
<b>Initial M&amp;O Score</b>				

**Table B. Fiscal Year Contractor Evaluation Initial M&O Score Calculation**

These initial scores will then be adjusted based on the numerical score for Goal 4.0 (see Table C, below).

	Numerical Score	Weight		
Initial S&T Score		0.75		
Goal 4.0		0.25		
<b>Final S&amp;T Score</b>				
Initial M&O Score		0.75		
Goal 4.0		0.25		
<b>Final M&amp;O Score</b>				

**Table C. FY Fiscal Year Final S&T and M&O Score Calculation**

The percentage of the available performance-based fee that may be earned by the Contractor shall be determined based on the final score for S&T (see Table C) and then compared to Figure 3, below. The final score for M&O from Table C shall then be utilized to determine the final fee multiplier (see Figure 3), which shall be utilized to determine the overall amount of performance-based fee earned for FY YEAR as calculated within Table D.

<b>Overall Final Score for either S&amp;T or M&amp;O from Table C.</b>	<b>Percent S&amp;T Fee Earned</b>	<b>M&amp;O Fee Multiplier</b>
4.3	100%	100%
4.2		
4.1		
4.0	97%	100%
3.9		
3.8		
3.7	94%	100%
3.6		
3.5		
3.4	91%	100%
3.3		
3.2		
3.1		
3.0	88%	95%
2.9		
2.8		
2.7	85%	90%
2.6		
2.5		
2.4		
2.3	75%	85%
2.2		
2.1		
2.0		
1.9	50%	75%
1.8		
1.7		
1.6	0%	60%
1.5		
1.4		
1.3		
1.2		
1.1		
1.0 to 0.8	0%	0%
0.7 to 0.0	0%	0%

**Figure 3. Performance-Based Fee Earned Scale**

<b>Overall Fee Determination</b>	
<b>Percent S&amp;T Fee Earned</b>	
<b>M&amp;O Fee Multiplier</b>	x
<b>Overall Earned Performance-Based Fee</b>	

**Table D. Final Percentage of Performance-Based Fee Earned Determination**

The Federal Acquisition Regulations (FAR) requirements for using and administering cost-plus-award-fee contracts were recently modified to provide for a five-level adjectival grading system with associated levels of available fee.<sup>1</sup> SC has addressed the new FAR 16 language by mapping its standard numerical scores and associated fee determinations to the FAR Adjectival Rating System, as noted in Figure 4.

<b>Range of Overall Final Score for S&amp;T from Figure 3.</b>	<b>FAR Adjectival Rating</b>	<b>Maximum Performance-Fee Pool Available to be Earned</b>
<b>3.1 to 4.3</b>	<b>Excellent</b>	<b>100%</b>
<b>2.5 to 3.0</b>	<b>Very Good</b>	<b>88%</b>
<b>2.1 to 2.4</b>	<b>Good</b>	<b>75%</b>
<b>1.8 to 2.0</b>	<b>Satisfactory</b>	<b>50%</b>
<b>0.0 to 1.7</b>	<b>Unsatisfactory</b>	<b>0%</b>

**Figure 4. Crosswalk of SC Numerical Scores and the FAR 16 Adjectival Rating System**

<sup>1</sup> See Policy Flash 2010-05, *Federal Acquisition Circular 2005-37*.

Adjustment to the Letter Grade and/or Performance-Based Fee Determination:

The lack of performance objectives and notable outcomes in this plan do not diminish the need to comply with minimum contractual requirements. Although the performance-based Goals and their corresponding Objectives shall be the primary means utilized in determining the Contractor's performance grade and/or amount of performance-based fee earned, the Contracting Officer may unilaterally adjust the rating and/or reduce the otherwise earned fee based on the Contractor's performance against all contract requirements as set forth in the Prime Contract. While reductions may be based on performance against any contract requirement, specific note should be made to contract clauses which address reduction of fee including, Standards of Contractor Performance Evaluation, DEAR 970.5215-1 – Total Available Fee: Base Fee Amount and Performance Fee Amount, and Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts. Data to support rating and/or fee adjustments may be derived from other sources to include, but not limited to, operational awareness (daily oversight) activities; "For Cause" reviews (if any); and other outside agency reviews (OIG, GAO, DCAA, etc.), as needed.

The adjustment of a grade and/or reduction of otherwise earned fee will be determined by the severity of the performance failure and consideration of mitigating factors. DEAR 970.5215-3 Conditional Payment of Fee, Profit, and Other Incentives – Facility Management Contracts is the mechanism used for reduction of fee as it relates to performance failures related to safeguarding of classified information and to adequate protection of environment, health and safety. Its guidance can also serve as an example for reduction of fee in other areas.

The final Contractor performance-based grades for each Goal and fee earned determination will be contained within a year-end report, documenting the results from the DOE review. The report will identify areas where performance improvement is necessary and, if required, provide the basis for any performance-based rating and/or fee adjustments made from the otherwise earned rating/fee based on Performance Goal achievements.

Determining Award Term Eligibility:

Pursuant to Section F.2 "Award Term Incentive," the Contractor may also earn additional award term of 12 months during this evaluation period by meeting or exceeding performance expectations. Contractor eligibility for award term extensions is delineated in Section F.2(b) of the contract.

## **II. PERFORMANCE GOALS, OBJECTIVES & NOTABLE OUTCOMES**

### **Background**

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

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

The performance-based approach focuses the evaluation of the Contractor's performance against these Performance Goals. Progress against these Goals is measured through the use of a set of Objectives. The success of each Objective will be measured based on demonstrated performance by the laboratory, and on a set of notable outcomes that focus laboratory leadership on the specific items that are the most important initiatives and highest risk issues the laboratory must address during the year. These notable outcomes should be objective, measurable, and results-oriented to allow for a definitive determination of whether or not the specific outcome was achieved at the end of the year.

### **Performance Goals, Objectives, and Notable Outcomes**

The following sections describe the Performance Goals, their supporting Objectives, and associated notable outcomes for FY 2016.

## **GOAL 1.0 Provide for Efficient and Effective Mission Accomplishment**

**The science and technology programs at the Laboratory produce high-quality, original, and creative results that advance science and technology; demonstrate sustained scientific progress and impact; receive appropriate external recognition of accomplishments; and contribute to overall research and development goals of the Department and its customers.**

The weight of this Goal is TBD%.

The Provide for Efficient and Effective Mission Accomplishment Goal measures the overall effectiveness and performance of the Contractor in delivering science and technology results which contribute to and enhance the DOE's mission of protecting our national and economic security by providing world-class scientific research capacity and advancing scientific knowledge by supporting world-class, peer-reviewed scientific results, which are recognized by others.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science, other cognizant HQ Program Offices, and other customers as identified below. The overall Goal score from each HQ Program Office and/or customer is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 1.1). The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2016.

- Office of Advanced Scientific Computing Research (ASCR)
- Office of Basic Energy Sciences (BES)
- Office of Biological and Environmental Research (BER)
- Office of High Energy Physics (HEP)
- Office of Nuclear Physics (NP)
- Office of Defense Nuclear Nonproliferation (DNN)
- Office of Nuclear Energy (NE)
- Nuclear Regulatory Commission (NRC)

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above by the weightings identified for each and then summing them (see Table 1.2, below). The overall score earned is then compared to Table 1.3 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science, other cognizant HQ Program Offices, and other customers for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of cost for FY 2016 as compared to the total cost for those remaining HQ Program Offices.

### **Objectives**

#### **1.1 Provide Science and Technology Results with Meaningful Impact on the Field**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- Performance of the Laboratory with respect to proposed research plans;
- Performance of the Laboratory with respect to community impact and peer review; and

- Performance of the Laboratory with respect to impact to DOE mission needs.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- Impact of publications on the field, as measured primarily by peer review;
- Impact of S&T results on the field, as measured primarily by peer review;
- Impact of S&T results outside the field indicating broader interest;
- Impact of S&T results on DOE or other customer mission(s);
- Successful stewardship of mission-relevant research areas;
- Delivery on proposed S&T plans;
- Significant awards (Nobel Prizes, R&D 100, FLC, etc.);
- Invited talks, citations, making high-quality data available to the scientific community; and
- Development of tools and techniques that become standards or widely-used in the scientific community.

Letter Grade	Definition
A+	In addition to satisfying the conditions for B+ <ul style="list-style-type: none"> <li>• There are <i>significant research areas</i> for which the Laboratory has exceeded the expectations of the proposed research plans in significant ways through creative, new, or unconventional methods that allow greater scientific reach than expected.</li> <li>• S&amp;T conducted at the Laboratory has resolved one of the most critical questions in the field, or has changed the way the research community thinks about a particular field through paradigm shifting discoveries that would be considered the most influential discovery of the decade for that field.</li> <li>• S&amp;T conducted at the Laboratory provided major advances that significantly accelerate DOE or other customer mission(s).</li> </ul>
A	In addition to satisfying the conditions for B+ <ul style="list-style-type: none"> <li>• There are <i>important examples</i> where the Laboratory exceeded the expectations of the proposed research plans in significant ways through creative, new, or unconventional methods that allow greater scientific reach than expected.</li> <li>• All areas of S&amp;T conducted at the Laboratory are of exceptional or outstanding merit and quality.</li> <li>• S&amp;T conducted at the Laboratory has significant positive impact to DOE or other customer missions.</li> </ul>
A-	In addition to satisfying the conditions for B+ <ul style="list-style-type: none"> <li>• There are <i>important examples</i> where the Laboratory exceeded the expectations of the proposed research plans.</li> <li>• Significant areas of S&amp;T conducted at the Laboratory are of exceptional or outstanding merit and quality.</li> <li>• S&amp;T conducted at the Laboratory significantly impact DOE or other customer missions.</li> </ul>
B+	The Laboratory has achieved each of the following objectives: <ul style="list-style-type: none"> <li>• The Laboratory has successfully executed proposed research plans.</li> <li>• S&amp;T conducted at the Laboratory are of <i>high</i> scientific merit and quality</li> <li>• S&amp;T conducted at the Laboratory <i>advance</i> DOE or other customer missions.</li> </ul>

Letter Grade	Definition
B	<ul style="list-style-type: none"> <li>The Laboratory has successfully executed proposed research plans.</li> <li>S&amp;T conducted at the Laboratory <i>advance</i> DOE or other customer missions.</li> </ul> <p>BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>S&amp;T conducted at the Laboratory are <i>not uniformly of high merit and quality OR some areas of research, previously supported, have become uncompetitive OR the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> </ul>
B-	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>The Laboratory has <i>failed to successfully execute</i> proposed research plans <i>but contingencies were in place such that no funding was or will be terminated.</i> OR S&amp;T conducted at the Laboratory <i>does little to advance</i> DOE or other customer missions.</li> <li><i>Significant areas of S&amp;T</i> conducted at the Laboratory are <i>not of high merit and quality OR some areas of research, previously supported, have become uncompetitive OR the Laboratory do not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> </ul>
C	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li><i>In several significant aspects,</i> the Laboratory <i>failed to deliver</i> on proposed research plans <i>using available resources such that some funding was or will be terminated</i> OR S&amp;T conducted at the Laboratory <i>failed to contribute to</i> DOE or other customer missions</li> <li><i>Significant areas of S&amp;T</i> conducted at the Laboratory are <i>of poor merit and quality OR some areas of research, previously supported, have become uncompetitive AND the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> </ul>
D	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li><i>Multiple program elements at</i> the Laboratory <i>failed to deliver</i> on proposed research plans <i>using available resources such that significant funding was or will be terminated.</i></li> <li><i>Multiple significant areas of S&amp;T</i> conducted at the Laboratory are <i>of poor merit and quality OR some areas of research, previously supported, have become uncompetitive AND the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> <li>S&amp;T conducted at the Laboratory <i>failed to contribute to</i> DOE or other customer missions.</li> </ul>
F	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li><i>Multiple program elements at</i> the Laboratory <i>failed to deliver</i> on proposed research plans <i>using available resources resulting in total termination of funding.</i></li> <li><i>Multiple significant areas of S&amp;T</i> conducted at the Laboratory are <i>of poor merit and quality OR some areas of research, previously supported, have become uncompetitive AND the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities OR the Laboratory has been found to have engaged in gross scientific incompetence and/or scientific fraud.</i></li> <li>S&amp;T conducted at the Laboratory <i>failed to contribute to</i> DOE or other customer missions.</li> </ul>

**1.2 Provide Quality Leadership in Science and Technology that Advances Community Goals and DOE Mission Goals.**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- Innovativeness / Novelty of research ideas put forward by the Laboratory;
- Extent to which Laboratory staff members take on substantive or formal leadership roles in their community;
- Extent to which Laboratory staff members take on formal leadership roles in DOE and SC activities; and
- Extent to which Laboratory staff members contribute thoughtful and thorough peer reviews and other research assessments as requested by DOE and SC.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.:

- Willingness to pursue novel approaches and/or demonstration of innovative solutions to problems;
- Willingness to take on high-risk/high payoff/long-term research problems, evidence that previous risky decisions by the PI/research staff have proved to be correct and are paying off;
- The uniqueness and challenge of science pursued, recognition for doing the best work in the field;
- Extent and quality of collaborative efforts;
- Staff members visible in leadership positions in the scientific community;
- Involvement in professional organizations, National Academies panels and workshops,
- Effectiveness in driving the direction and setting the priorities of the community in a research field; and
- Success in competition for resources.

Letter Grade	Definition
A+	<p>In addition to satisfying the conditions for B+, the following conditions hold for ALL Laboratory staff:</p> <ul style="list-style-type: none"> <li>• Laboratory staff members have <i>leadership positions</i> in professional organizations AND in <i>National Academy or equivalent panels to discuss and determine further research directions</i>;</li> <li>• Laboratory staff members have <i>leadership positions</i> in DOE sponsored workshops and strategic planning activities, for example, Laboratory staff members chair or co-chair DOE-sponsored workshops and strategic planning activities.</li> <li>• The Laboratory program consistently produces and submits competitive proposals that challenge convention and open <i>significant new fields</i> for research that are well aligned with DOE mission needs and <i>the Laboratory has a strong recognized role in setting priorities and driving the direction in key research areas and are internationally recognized leaders in the field.</i></li> <li>• Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.</li> </ul>

Letter Grade	Definition
A	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>Laboratory staff members have <i>leadership positions</i> in professional organizations AND <i>staff has contributing role in National Academy or equivalent panels to discuss further research directions</i>;</li> <li>Laboratory staff members have <i>leadership positions</i> in DOE sponsored workshops and strategic planning activities.</li> <li>The Laboratory program consistently produces and submits competitive proposals that challenge convention and open <i>significant new fields</i> for research that are well aligned with DOE mission needs and <i>the Laboratory has a strong recognized role in setting priorities and driving the direction in key research areas</i>.</li> <li>Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.</li> </ul>
A-	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>Laboratory staff members have <i>leadership positions</i> in professional organizations OR <i>staff has contributing role in National Academy or equivalent panels to discuss further research directions</i>;</li> <li>Laboratory staff members have <i>leadership positions</i> in DOE sponsored workshops and strategic planning activities.</li> <li>The Laboratory program consistently submits competitive proposals that challenge convention and open <i>significant new avenues</i> for research that are well aligned with DOE mission needs.</li> <li>Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>Laboratory staff members are <i>active participants</i> in professional organizations, committees, and activities, and take on leadership responsibilities commensurate with experience and expertise.</li> <li>Laboratory staff members are <i>active participants</i> in DOE sponsored workshops and strategic planning activities.</li> <li>Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE.</li> <li>The Laboratory program consistently provides competitive proposals that challenge convention and open new avenues for research that are well aligned with DOE mission needs.</li> <li>Laboratory staff are <i>active participants</i> in multi-institutional research collaborations</li> </ul>
B	<ul style="list-style-type: none"> <li>Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE.</li> <li>The Laboratory program consistently provides competitive proposals that challenge convention and open new avenues for research that are well aligned with DOE mission needs.</li> </ul> <p>BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>Although <i>regular participants</i> in professional organizations, committees, and activities, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff</i>.</li> <li>Although <i>regular participants</i> in DOE sponsored workshops and strategic planning activities, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff</i>.</li> <li>Although <i>active members</i> of multi-institutional research collaborations, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff</i>.</li> </ul>

Letter Grade	Definition
B-	<ul style="list-style-type: none"> <li>Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE.</li> </ul> <p>BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>The Laboratory program submits competitive proposals <i>but these either lack innovation or are not well aligned with DOE mission needs.</i></li> <li>Laboratory staff are <i>infrequent participants</i> in professional organizations, committees, and activities, and <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>Laboratory staff are <i>infrequent participants</i> in DOE sponsored workshops and strategic planning activities, and <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>Although <i>active members of multi-institutional research collaborations, the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> </ul>
C	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>Laboratory staff members <i>do not reliably</i> contribute thoughtful and thorough peer review in a timely manner, when requested by DOE.</li> <li><i>Some areas of research, previously supported, are no longer competitive.</i></li> <li>Laboratory staff members are <i>infrequent participants</i> in professional organizations, committees, and activities, AND <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>Laboratory staff members are <i>infrequent participants</i> in DOE sponsored workshops and strategic planning activities, and <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>Although Laboratory staff members are <i>active members of multi-institutional research collaborations, the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> </ul>
D	<p>The Laboratory fails to meet the conditions for B+ because <i>the Laboratory staff are working on problems that are no longer at the forefront of science and are considered mundane.</i></p>
F	<p>Review has found the Laboratory staff to be <i>guilty of gross scientific incompetence and/or scientific fraud.</i></p>

**Notable Outcomes**

- **BER:** Implement and track progress on the recommendations stemming from the September 2015 review of the DOE Systems Biology Knowledgebase. (Objective 1.2)
- **BES:** Deliver impactful science from the “Center for Emergent Superconductivity” Energy Frontier Research Center that is clearly distinguished from core BES-MSE research, as measured by the EFRC 2016 progress report, FY 2016 mid-term review, research publications and highlights, and participation in periodic conference calls and the EFRC Principal Investigators’ Meeting. (Objective 1.1)
- **BES:** Deliver impactful science to advance the integrated research objectives for the Center for Computational Design of Functional Strongly Correlated Materials and Theoretical Spectroscopy—as measured by the FY 2016 Progress Report and Management Review. (Objective 1.1)
- **NP:** Develop a plan for how the laboratory could implement the proposed sPHENIX detector within available funding. (Objective 1.2)

<b>Program Office<sup>2</sup></b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Weight</b>	<b>Overall Score</b>
<b>Office of Advanced Scientific Research</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
<b>Overall ASCR Total</b>				
<b>Office of Basic Energy Sciences</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
<b>Overall BES Total</b>				
<b>Office of Biological and Environmental Research</b>				
1.1 Impact			60%	
1.2 Leadership			40%	
<b>Overall BER Total</b>				
<b>Office of High Energy Physics</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
<b>Overall HEP Total</b>				
<b>Office of Nuclear Physics</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
<b>Overall NP Total</b>				
<b>Office of Defense Nuclear Nonproliferation</b>				
1.1 Impact			69%	
1.2 Leadership			31%	
<b>Overall DNN Total</b>				
<b>Office of Nuclear Energy</b>				
1.1 Impact			0%	
1.2 Leadership			0%	
<b>Overall NE Total</b>				
<b>Nuclear Regulatory Commission</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
<b>Overall NRC Total</b>				

**Table 1.1 – Program Performance Goal 1.0 Score Development**

<b>Program Office<sup>2</sup></b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Funding Weight (cost)</b>	<b>Overall Weighted Score</b>
<b>Office of Advanced Scientific Research</b>				
<b>Office of Basic Energy Sciences</b>				
<b>Office of Biological and Environmental Research</b>				
<b>Office of High Energy Physics</b>				
<b>Office of Nuclear Physics</b>				
<b>Office of Defense Nuclear Nonproliferation</b>				
<b>Office of Nuclear Energy</b>				
<b>Nuclear Regulatory Commission</b>				
<b>Performance Goal 1.0 Total</b>				

**Table 1.2 – Overall Performance Goal 1.0 Score Development<sup>3</sup>**

<sup>2</sup> A complete listing of the Objectives weightings under the S&T Goals for the SC Programs and other customers is provided within Attachment I to this plan.

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

**Table 1.3 – Goal 1.0 Final Letter Grade**

**GOAL 2.0 Provide for Efficient and Effective Design, Fabrication, Construction and Operations of Research Facilities**

**The Laboratory provides effective and efficient strategic planning; fabrication, construction and/or operations of Laboratory research facilities; and are responsive to the user community.**

The weight of this Goal is TBD%.

The Provide for Efficient and Effective Design, Fabrication, Construction and Operations of Research Facilities Goal shall measure the overall effectiveness and performance of the Contractor in planning for and delivering leading-edge specialty research and/or user facilities to ensure the required capabilities are present to meet today’s and tomorrow’s complex challenges. It also measures the Contractor’s innovative operational and programmatic means for implementation of systems that ensures the availability, reliability, and efficiency of these facilities; and the appropriate balance between R&D and user support.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science Program Office as identified below. The overall Goal score from each Program Office is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 2.1). Final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2016.

- Office of Basic Energy Sciences (BES)
- Office of Biological and Environmental Research (BER)
- Office of High Energy Physics (HEP)
- Office of Nuclear Physics (NP)

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above by the weightings identified for each and then summing them (see Table 2.2 below). The overall score earned is then compared to Table 2.3 to determine the overall letter grade for this Goal. Individual Program Office weightings for each of the Objectives identified below are provided within Table 2.1. The Contractor’s success in meeting each Objective shall be determined based on the Contractor’s performance as viewed by DOE HQ Office of Science’s (SC) Program Offices for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of cost for FY 2016 as compared to the total cost for those remaining HQ Program Offices.

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<sup>3</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2016.

**Objectives**

**2.1 Provide Effective Facility Design(s) as Required to Support Laboratory Programs (i.e., activities leading up to CD-2)**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The Laboratory’s delivery of accurate and timely information required to carry out the critical decision and budget formulation process;
- The Laboratory’s ability to meet the intent of DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets;
- The extent to which the Laboratory appropriately assesses risks and contingency needs; and
- The extent to which the Laboratory is effective in its unique management role and partnership with HQ.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- The quality of the scientific justification for proposed facilities resulting from preconceptual R&D;
- The technical quality of conceptual and preliminary designs and the credibility of the associated cost estimates
- The credibility of plans for the full life cycle of proposed facilities including financing options;
- The leveraging of existing facilities and capabilities of the DOE Laboratory complex in plans for proposed facilities; and
- The novelty and potential impact of new technologies embodied in proposed facilities.

Letter Grade	Definition
A+	<p>In addition to satisfying all conditions for B+; the Laboratory <i>exceeds expectations</i> in <i>all</i> of these categories:</p> <ul style="list-style-type: none"> <li>• The Laboratory is recognized by the research community as the leader for making the science case for the acquisition;</li> <li>• The Laboratory takes the initiative to demonstrate and thoroughly document the potential for transformational scientific advancement.</li> <li>• Approaches proposed by the Laboratory are widely regarded as innovative, novel, comprehensive, and potentially cost-effective.</li> <li>• Reviews repeatedly confirm strong potential for scientific discovery in areas that support the Department’s mission, and potential to change a discipline or research area’s direction.</li> <li>• The Laboratory identifies, analyzes and champions novel approaches for acquiring the new capability, including leveraging or extending the capability of existing facilities and financing and these efforts result in significant cost estimate and/or risk reductions without loss or, or while enhancing capability.</li> </ul>

Letter Grade	Definition
A	In addition to satisfying all conditions for B+, <i>all</i> of the following conditions are also met: <ul style="list-style-type: none"> <li>• The Laboratory is recognized by the research community as a leader for making the science case for the acquisition;</li> <li>• The Laboratory takes the initiative to demonstrate the potential for revolutionary scientific advancement working in partnership with HQ</li> <li>• The Laboratory identifies, analyzes, and champions, to HQ and Site office, novel approaches for acquiring the new capability, including leveraging or extending the capability of existing facilities and financing.</li> </ul>
A-	In addition to satisfying all conditions for B+, <i>all</i> of the following conditions are also met: <ul style="list-style-type: none"> <li>• The approaches proposed by the Laboratory are widely regarded as innovative, novel, comprehensive, and potentially cost-effective</li> <li>• Reviews repeatedly confirm potential for scientific discovery in areas that support the Department’s mission, and potential to change a discipline or research area’s direction.</li> </ul>
B+	The Laboratory has achieved each of the following objectives: <ul style="list-style-type: none"> <li>• The Laboratory displays leadership and commitment in the development of quality analyses, preliminary designs, and related documentation to support the approval of the mission need (CD-0), the alternative selection and cost range (CD-1) and the performance baseline (CD-2).</li> <li>• Documentation requested by the programs is provided in a timely and thorough manner.</li> <li>• The Laboratory keeps DOE apprised of the status, near-term plans and the resolution of problems on a regular basis; anticipates emerging issues that could impact plans and takes the initiative to inform DOE of possible consequences.</li> <li>• The Laboratory solves problems and addresses issues to avoid adverse impacts to the project.</li> </ul>
B	The Laboratory fails to meet expectations in one of the areas listed under B+.
B-	The Laboratory fails to meet expectations in several of the areas listed under B+
C	The Laboratory fails to meet the expectations in several of the areas listed under B+ AND the required analyses and documentation developed by the Laboratory are EITHER not innovative, OR reflect a lack of commitment and leadership.
D	The Laboratory fails to meet the expectations in several of the areas listed under B+ AND the Laboratory fails to provide a compelling justification for the acquisition.
F	The Laboratory fails to meet the expectations in several of the areas listed under B+ AND the approaches proposed by the Laboratory are based on fraudulent assumptions; the science case is weak to non-existent, and the business case is seriously flawed.

**2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components (execution phase, post CD-2 to CD-4)**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The Laboratory’s adherence to DOE Order 413.3 Project Management for the Acquisition of Capital Assets;
- Successful fabrication of facility components by the Laboratory;
- The Laboratory’s effectiveness in meeting construction schedule and budget;
- The quality of key Laboratory staff overseeing the project(s); and
- The extent to which the Laboratory maintains open, effective, and timely communication with HQ regarding issues and risks.

Letter Grade	Definition
A+	<p>In addition to satisfying all conditions for A,</p> <ul style="list-style-type: none"> <li>• There is high confidence throughout the execution phase that the project will be completed <i>significantly</i> under budget and/or ahead of schedule while meeting or exceeding all performance baselines;</li> </ul>
A	<p>In addition to satisfying all conditions for B+,</p> <ul style="list-style-type: none"> <li>• The Laboratory has identified and implemented practices that would allow the project scope to be <i>significantly expanded</i> if such were desirable, without impact on baseline cost or schedule;</li> <li>• The Laboratory <i>always</i> provides <i>exemplary</i> project status reports on time to DOE and takes the initiative to communicate emerging problems or issues.</li> <li>• Reviews identify environment, safety and health practices to be <i>exemplary</i>.</li> <li>• There is high confidence throughout the execution phase that the project will meet its cost/schedule performance baseline;</li> </ul>
A-	<p>In addition to satisfying all conditions for B+,</p> <ul style="list-style-type: none"> <li>• The Laboratory has identified practices that would allow for the project scope to be expanded if such were desirable, without impact on baseline cost or schedule;</li> <li>• Problems are identified and corrected by the Laboratory promptly, with no impact on scope, cost or schedule</li> <li>• The Laboratory provides <i>particularly useful</i> project status reports on time to DOE and regularly takes the initiative to communicate emerging problems or issues.</li> <li>• Reviews identify environment, safety and health practices to <i>exceed expectations</i>.</li> <li>• There is high confidence throughout the execution phase that the project will meet its cost/schedule performance baseline;</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives</p> <ul style="list-style-type: none"> <li>• The project meets CD-2 performance measures;</li> <li>• The Laboratory provides sustained leadership and commitment to environment, safety and health;</li> <li>• Reviews regularly recognize the Laboratory for being proactive in the management of the execution phase of the project;</li> <li>• To a large extent, problems are identified and corrected by the Laboratory with little, or no impact on scope, cost or schedule;</li> <li>• DOE is kept informed of project status on a regular basis; reviews regularly indicate project is expected to meet its cost/schedule performance baseline.</li> </ul>
B	<p>The Laboratory provides sustained leadership and commitment to environment, safety and health BUT</p> <ul style="list-style-type: none"> <li>• The project fails to meet expectations in <i>one</i> of the remaining areas listed under B+.</li> </ul>
B-	<p>The Laboratory provides sustained leadership and commitment to environment, safety and health BUT</p> <ul style="list-style-type: none"> <li>• The project fails to meet expectations in <i>several</i> of the areas listed under B+</li> </ul>
C	<p>The Laboratory provides sustained leadership and commitment to environment, safety and health BUT  The project fails to meet expectations in <i>several</i> of the areas listed under B+  AND</p> <ul style="list-style-type: none"> <li>• Reviews indicate project remains at risk of breaching its cost/schedule performance baseline;</li> <li>• Reports to DOE can vary in degree of completeness</li> </ul>
D	<p>The project fails to meet conditions for B+ in at least one of the following areas:</p> <ul style="list-style-type: none"> <li>• Reviews indicate project is likely to breach its cost/schedule performance baseline;</li> <li>• Laboratory commitment to environment, safety and health issues is inadequate;</li> <li>• Reports to DOE are largely incomplete; Laboratory commitment to the project has subsided.</li> </ul>
F	<p>The project fails to meet conditions for B+ in at least one of the following areas:</p> <ul style="list-style-type: none"> <li>• Laboratory falsifies data during project execution phase;</li> <li>• Shows disdain for executing the project within minimal standards for environment, safety or health,</li> <li>• Fails to keep DOE informed of project status;</li> <li>• Recent reviews indicate that the project is expected to breach its cost/schedule performance baseline.</li> </ul>

### 2.3 Provide Efficient and Effective Operation of Facilities

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The availability, reliability, performance, and efficiency of Laboratory facility(ies);
- The degree to which the facility is optimally arranged to support the user community;
- The extent to which Laboratory R&D is conducted to develop/expand the capabilities of the facility(ies);
- The Laboratory’s effectiveness in balancing resources between facility R&D and user support; and
- The quality of the process used to allocate facility time to users.

Letter Grade	Definition
A+	In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are also met <ul style="list-style-type: none"> <li>• Performance of the facility <i>exceeds</i> expectations as defined before the start of the year in all of these categories: cost of operations, users served, availability, and capability;</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations are <i>significantly less</i> than planned and are acknowledged to be ‘leadership caliber’ by reviews;</li> <li>• Data on environment, safety, and health continues to be exemplary and widely regarded as among the ‘best in class’</li> <li>• The Laboratory took extraordinary means to deliver an extraordinary result for the users and the program in the performance/ review period.</li> </ul>
A	In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are also met <ul style="list-style-type: none"> <li>• Performance of the facility <i>exceeds</i> expectations as defined before the start of the year in most of these categories: cost of operations, users served, availability, and capability;</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations are <i>less</i> than planned and are acknowledged to be ‘leadership caliber’ by reviews;</li> <li>• Data on environment, safety, and health continues to be <i>exemplary</i> and widely regarded as among the ‘best in class.’</li> </ul>
A-	In addition to satisfying all conditions for B+, <i>one</i> of the following conditions is met: <ul style="list-style-type: none"> <li>• Performance of the facility <i>exceeds</i> expectations as defined before the start of the year in any of these categories: cost of operations, users served, availability, and capability;</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations are <i>less</i> than planned and are acknowledged to be among the best by reviews;</li> </ul>
B+	The Laboratory has achieved each of the following objectives: <ul style="list-style-type: none"> <li>• Performance of the facility <i>meets</i> expectations as defined before the start of the year in all of these categories: cost of operations, users served, availability, capability (for example, beam delivery, luminosity, peak performance, etc),</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations occur as planned;</li> <li>• Data on environment, safety, and health continues to be very good as compared with other projects in the DOE.</li> <li>• User surveys meet program expectations and reflect that the Laboratory is responsive to user needs.</li> </ul>
B	The project fails to meet expectations in <i>one</i> of the areas listed under B+.
B-	The project fails to meet expectations in <i>more than one</i> of the areas listed under B+.

Letter Grade	Definition
C	Performance of the facility fails to meet expectations in <i>many</i> of the areas listed under B+; for example, <ul style="list-style-type: none"> <li>• The cost of operations is unexpectedly high and availability of the facility is unexpectedly low, the number of users is unexpectedly low, capability is well below expectations.</li> <li>• The facility operates at steady state, on cost and on schedule, but the reliability of performance is somewhat below planned values, <b>or</b> the facility operates at steady state, but the associated schedule and costs exceed planned values.</li> <li>• Commitment to environment, safety, and health is satisfactory.</li> </ul>
D	Performance of the facility fails to meet expectations in <i>many</i> of the areas listed under B+; for example, <ul style="list-style-type: none"> <li>• The cost of operations is unexpectedly high and availability of the facility is unexpectedly low; capability is well below expectations.</li> <li>• The facility operates somewhat below steady state, on cost and on schedule, and the reliability of performance is somewhat below planned values, <b>or</b> the facility operates at steady state, but the associated schedule and costs exceed planned values.</li> <li>• Commitment to environment, safety, and health is inadequate.</li> </ul>
F	<ul style="list-style-type: none"> <li>• The facility fails to operate; the facility operates well below steady state <b>and/or</b> the reliability of the performance is well below planned values.</li> <li>• Laboratory commitment to environment, safety, and health issues is inadequate.</li> </ul>

#### 2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The extent to which the facility is being used to perform influential science;
- The Laboratory’s efforts to take full advantage of the facility to generate impactful S&T results;
- The extent to which the facility is strengthened by a resident Laboratory research community that pushes the envelope of what the facility can do and/or are among the scientific leaders of the community;
- The Laboratory’s ability to appropriately balance access by internal and external user communities; and
- The extent to which there is a healthy program of outreach to the scientific community.

Letter Grade	Definition
A+	In addition to meeting all measures under A, <ul style="list-style-type: none"> <li>• The Laboratory took extraordinary means to deliver an extraordinary result for a new user community.</li> </ul>
A	In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are met <ul style="list-style-type: none"> <li>• An <i>aggressive</i> outreach programs is in place and has been documented as attracting new communities to the facility;</li> <li>• Reviews consistently find that the facility capability or scope of research potential <i>significantly</i> exceeds expectations for example, due to newly discovered capabilities or exposure to new research communities; OR Reviews find that multiple disciplines are using the facility in new and novel ways that the facility is being used to pursue influential science.</li> </ul>

Letter Grade	Definition
A-	In addition to satisfying all conditions for B+, all of the following conditions are met <ul style="list-style-type: none"> <li>• A <i>strong</i> outreach program is in place;</li> <li>• Reviews find that the facility capability or scope of research potential exceeds expectations for example, due to newly discovered capabilities or exposure to new research communities; OR Reviews document how multiple disciplines are using the facility in new and novel ways and/or that the facility is being used to pursue important science.</li> </ul>
B+	The Laboratory has achieved each of the following objectives: <ul style="list-style-type: none"> <li>• Reviews find / validate that the facility is being used for influential science;</li> <li>• The scope of facility capabilities is challenged and broadened by resident users;</li> <li>• The Laboratory effectively manages user allocations;</li> <li>• The Laboratory effectively maintains the facility to required performance standards (for example, runtime, luminosity, etc)</li> <li>• A healthy outreach program is in place.</li> </ul>
B	The Laboratory fails to meet expectations in <i>one</i> of the areas listed under B+
B-	The Laboratory fails to meet expectations in <i>several</i> of the areas listed under B+
C	The Laboratory fails to meet expectations in <i>many</i> of the areas listed under B+
D	Reviews find that there are few facility users, few of whom are using the facility in novel ways to produce impactful science; research base is very thin.
F	Laboratory staff does not possess capabilities to operate and/or use the facility adequately.

**Notable Outcomes**

- **BES:** Complete installation of at least two beamlines in the Beamlines Developed by NSLS-II portfolio, making them ready for commissioning. (Objective 2.3)
- **BES:** Routinely provide top-off operation at a minimum of 250 mA at NSLS-II for the user operations. (Objective 2.3)

Program Office <sup>4</sup>	Letter Grade	Numerical Score	Weight	Overall Score
<b>Office of Basic Energy Sciences</b>				
2.1 Provide Effective Facility Design(s)			10%	
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			40%	
2.3 Provide Efficient and Effective Operation of Facilities			30%	
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			20%	
Overall BES Total				
<b>Office of Biological and Environmental Research</b>				
2.1 Provide Effective Facility Design(s)			0%	
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%	
2.3 Provide Efficient and Effective Operation of Facilities			90%	
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			10%	
Overall BER Total				

<sup>4</sup> A complete listing of the Objectives weightings under the S&T Goals for the SC Programs and other customers is provided within Attachment I to this plan.

<b>Office of High Energy Physics</b>				
2.1 Provide Effective Facility Design(s)			75%	
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			5%	
2.3 Provide Efficient and Effective Operation of Facilities			20%	
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			0%	
<b>Overall HEP Total</b>				
<b>Office of Nuclear Physics</b>				
2.1 Provide Effective Facility Design(s)			0%	
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%	
2.3 Provide Efficient and Effective Operation of Facilities			85%	
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			15%	
<b>Overall NP Total</b>				

**Table 2.1 – Program Performance Goal 2.0 Score Development**

<b>Program Office</b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Funding Weight (cost)</b>	<b>Overall Weighted Score</b>
<b>Office of Advanced Scientific Research</b>				
<b>Office of Basic Energy Sciences</b>				
<b>Office of Biological and Environmental Research</b>				
<b>Office of Fusion Energy Sciences</b>				
<b>Office of High Energy Physics</b>				
<b>Office of Nuclear Physics</b>				
<b>Performance Goal 2.0 Total</b>				

**Table 2.2 – Overall Performance Goal 2.0 Score Development<sup>5</sup>**

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

**Table 2.3 – Goal 2.0 Final Letter Grade**

<sup>5</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2016.

### **GOAL 3.0 Provide Effective and Efficient Science and Technology Program Management**

**The Laboratory provides effective program vision and leadership; strategic planning and development of initiatives; recruits and retains a quality scientific workforce; and provides outstanding research processes, which improve research productivity.**

The weight of this Goal is 25%.

The Provide Effective and Efficient Science and Technology Program Management Goal shall measure the Contractor's overall management in executing S&T programs. Dimensions of program management covered include: 1) providing key competencies to support research programs to include key staffing requirements; 2) providing quality research plans that take into account technical risks, identify actions to mitigate risks; and 3) maintaining effective communications with customers to include providing quality responses to customer needs.

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science, other cognizant HQ Program Offices, and other customers as identified below. The overall Goal score from each HQ Program Office and/or customer is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 3.1). The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2016 provided by the Program Offices listed below.

- Office of Advanced Scientific Computing Research (ASCR)
- Office of Basic Energy Sciences (BES)
- Office of Biological and Environmental Research (BER)
- Office of High Energy Physics (HEP)
- Office of Nuclear Physics (NP)
- Office of Defense Nuclear Nonproliferation (DNN)
- Office of Nuclear Energy (NE)
- Nuclear Regulatory Commission (NRC)

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above by the weightings identified for each and then summing them (see Table 3.2 below). The overall score earned is then compared to Table 3.3 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science, other cognizant HQ Program Offices, and other customers for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of cost for FY 2016 as compared to the total cost for those remaining HQ Program Offices.

**Objectives**

**3.1 Provide Effective and Efficient Strategic Planning and Stewardship of Scientific Capabilities and Program Vision**

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The quality of the Laboratory’s strategic plan;
- The extent to which the Laboratory shows strategic vision for research
- The extent to which programs of research take advantage of Laboratory capabilities—research programs are more than the sum of their individual project parts;
- The extent to which the Laboratory undertakes research for which it is uniquely qualified;
- The extent to which lab plans are aligned with DOE mission goals;
- The extent to which the Laboratory programs are balanced between high-/low- risk research for a sustainable program; and
- The extent to which the Laboratory is able to retain and recruit staff for a sustainable program

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- Articulation of scientific vision;
- Development and maintenance of core competencies,
- Ability to attract and retain highly qualified staff;
- Efficiency and effectiveness of joint planning (e.g., workshops) with outside community;
- Creativity and robustness of ideas for new facilities and research programs; and
- Willingness to take on high-risk/high payoff/long-term research problems, evidence that the Laboratory “guessed right” in that previous risky decisions proved to be correct and are paying off.
- The depth and breadth of Laboratory research portfolio and its potential for growth.

Letter Grade	Definition
A+	In addition to satisfying the conditions for B+, the execution of the Laboratory’s strategic plan has enabled the Laboratory to achieve each of the following: <ul style="list-style-type: none"> <li>• <i>Most</i> of the Laboratory’s core competencies are recognized as world leading;</li> <li>• The Laboratory has attracted and retained world-leading scientists in <i>most</i> programs;</li> <li>• There is evidence that previous decisions to pursue high-risk/high-payoff research proved to be correct and are paying off;</li> <li>• The Laboratory has succeeded in developing new core competencies of <i>outstanding</i> quality in areas both exploratory, high-risk research and research that is vital to the DOE/SC missions;</li> </ul>
A	In addition to satisfying the conditions for B+, the execution of the Laboratory’s strategic plan has enabled the Laboratory to achieve the following: <ul style="list-style-type: none"> <li>• <i>Several</i> of the Laboratory’s core competencies are recognized as world leading;</li> <li>• The Laboratory has attracted and retained world-leading scientists in <i>several</i> programs;</li> <li>• There is evidence that previous decisions to pursue high-risk/high-payoff research proved to be correct and are paying off</li> <li>• The Laboratory has succeeded in developing <i>new</i> core competencies of <i>high</i> quality in areas both exploratory, high-risk research and research that is vital to the DOE/SC missions</li> </ul>

Letter Grade	Definition
A-	<p>In addition to satisfying the conditions for B+, the execution of the Laboratory’s strategic plan has enabled the Laboratory to achieve at least one of the following:</p> <ul style="list-style-type: none"> <li>• At least one of the Laboratory’s core competencies is recognized as <i>world-leading</i>;</li> <li>• The Laboratory has attracted and retained <i>world-leading</i> scientists in one or more programs;</li> <li>• The Laboratory has a coherent plan for addressing future workforce challenges.</li> </ul>
B+	<p>The execution of the Laboratory’s strategic plan has enabled the Laboratory to achieve each of the following objectives:</p> <ul style="list-style-type: none"> <li>• The Laboratory has articulated a coherent and compelling strategic plan that has been developed with input from external research communities and headquarters guidance, which, where appropriate, includes a coherent plan for building smaller research programs into new core competencies; and reallocates resources away from less effective programs.</li> <li>• The Laboratory has demonstrated the ability to attract and retain professional scientific staff in support of its strategic vision.</li> <li>• The portfolio of Laboratory research balances the needs for both high-risk/ high-payoff research and stewardship of mission-critical research.</li> <li>• The Laboratory’s research portfolio takes advantage of unique capabilities at the Laboratory.</li> <li>• The Laboratory’s research portfolio includes activities for which the Laboratory is uniquely capable.</li> </ul>
B	<p>The Laboratory fails to satisfy one of the conditions for B+; for example</p> <ul style="list-style-type: none"> <li>• The Laboratory’s strategic plan is only <i>partially</i> coherent and is not entirely well-connected with external communities;</li> <li>• The portfolio of Laboratory research does <i>not</i> appropriately balance high-risk/ high-payoff research and stewardship of mission-critical research;</li> <li>• The Laboratory has developed and maintained <i>some, but not all</i>, of its core competencies.</li> <li>• The plan to attract and retain professional scientific staff is <i>lacking</i> strategic vision.</li> </ul>
B-	<p>The Laboratory fails to satisfy <i>several</i> of the conditions for B+, including at least one of the following:</p> <ul style="list-style-type: none"> <li>• Weak programmatic vision insufficiently connected with external communities;</li> <li>• Development and maintenance of only a few core competencies</li> <li>• little attention to maintaining the correct balance between high-risk and mission-critical research;</li> <li>• inability to attract and retain talented scientists in some programs.</li> </ul>
C	<p>The Laboratory fails to satisfy <i>several</i> of the conditions for B+, including at least one of the following reasons:</p> <ul style="list-style-type: none"> <li>• The Laboratory’s strategic plan lacks strategic vision and lacks appropriate coordination with appropriate stakeholders including external research groups.</li> <li>• The Laboratory’s strategic plan does not provide for sufficient maintenance of core competencies</li> <li>• Plan to attract and retain professional scientific staff is unlikely to be successful or does not focus on strategic capabilities.</li> </ul>
D	<p>The Laboratory fails to satisfy <i>several</i> of the conditions for B+, and specifically</p> <ul style="list-style-type: none"> <li>• The Laboratory has demonstrated little effort in developing a strategic plan.</li> <li>• The Laboratory has done little to develop and maintain core competencies</li> <li>• The Laboratory has had minimal success in attracting and retaining professional scientific staff.</li> </ul>
F	<p>The Laboratory has:</p> <ul style="list-style-type: none"> <li>• Made limited or ineffective attempts to develop a strategic plan;</li> <li>• Not demonstrated the ability to develop and maintain core competencies, has failed to propose high-risk/high-reward research and has failed to steward mission-critical areas;</li> <li>• Failed to attract even reasonably competent scientists and technical staff.</li> </ul>

### 3.2 Provide Effective and Efficient Science and Technology Project/Program/Facilities Management

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The Laboratory’s management of R&D programs and facilities according to proposed plans;
- The extent to which the Laboratory’s management of projects/programs/facilities supports the Laboratory strategic plan
- Adequacy of the Laboratory’s consideration of technical risks;
- The extent to which the Laboratory is successful in identifying/avoiding technical problems;
- Effectiveness in leveraging across multiple areas of research and between research and facility capabilities;
- The extent to which the Laboratory demonstrates a willingness to make tough decisions (i.e., cut programs with sub-critical mass of expertise, divert resources to more promising areas, etc.); and
- The use of LDRD and other Laboratory investments and overhead funds to improve the competitiveness of the Laboratory.

The following is a sampling of factors to be considered in determining the level of performance for the Laboratory against this Objective. The evaluator(s) may consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.

- Laboratory plans that are reviewed by experts outside of lab management and/or include broadly-based input from within the Laboratory.

Letter Grade	Definition
A+	In addition to meeting the all expectations under A, <ul style="list-style-type: none"> <li>• The Laboratory has taken extraordinary measures to deliver an extraordinary result of critical importance to DOE missions, which could include the delivery of a critical technology or insight in response to a National emergency</li> </ul>
A	In addition to satisfying the conditions for B+, <ul style="list-style-type: none"> <li>• The Laboratory’s implementation of project/program/facility plans has led directly to effective R&amp;D programs/facility operations that exceed program expectations in <i>several</i> programmatic areas. Examples are listed under A-.</li> </ul>

Letter Grade	Definition
A-	<p>In addition to satisfying the conditions for B+,</p> <ul style="list-style-type: none"> <li>• The Laboratory’s implementation of project/program/facility plans has led directly to effective R&amp;D programs/facility operations that exceed program expectations in <i>more than one</i> programmatic area. Examples of performance that exceeds expectations include:</li> <li>• The Laboratory’s implementation of project/program/facility plans has led directly to significant cost savings and/or significantly higher productivity than expected;</li> <li>• Project/program/facility plans prove to be robust against changing scientific and fiscal conditions through contingency planning;</li> <li>• The Laboratory has demonstrated creativity and forceful leadership in development and/or proactive management of its project/program/facility plans to reduce or eliminate risk;</li> <li>• The Laboratory’s proposals for new initiatives are funded through reallocation of resources from less effective programs.</li> <li>• Research plans and management actions are proactive, not reactive, as evidenced by making hard decisions and taking strong actions; and</li> <li>• Management is prepared for budget fluctuations and changes in DOE program priorities – multiple contingencies are planned for; and</li> <li>• LDRD investments, overhead funds, and other Laboratory funds are used to strengthen lab plans and fill critical gaps in the Laboratory portfolio enabling it to respond to future DOE initiatives and/or national emergencies;</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• Project/program/facility plans exist for all major projects/programs/facilities.</li> <li>• Project/program/facility plans are consistent with known budgets, are based on reasonable assessments of technical risk, are well-aligned with DOE interests, provide sufficient flexibility to respond to unforeseen directives and opportunities, and effectively leverage other Laboratory resources and expertise.</li> <li>• The Laboratory has implemented the project/program/facility plans and has effective methods of tracking progress.</li> <li>• The Laboratory demonstrates willingness to make tough decisions (i.e., cut programs with sub-critical mass of expertise, divert resources to more promising areas, etc.).</li> <li>• The Laboratory’s implementation of project/program/facility plans has led directly to effective R&amp;D programs/facility operations.</li> <li>• LDRD investments and other overhead funds are managed appropriately.</li> </ul>
B	<ul style="list-style-type: none"> <li>• Project/program/facility plans exist for all major projects/programs/facilities.</li> <li>• The Laboratory has implemented the project/program/facility plans.</li> </ul> <p>BUT the Laboratory fails to meet <i>at least one of</i> the conditions for B+.</p>
B-	<ul style="list-style-type: none"> <li>• Project/program/facility plans exist for all major projects/programs/facilities.</li> <li>• The Laboratory has implemented the project/program/facility plans.</li> </ul> <p>BUT the Laboratory fails to meet <i>several of</i> the conditions for B+.</p>
C	<ul style="list-style-type: none"> <li>• Project/program/facility plans exist for most major projects/programs/facilities.</li> </ul> <p>BUT the Laboratory has failed to implement the project/program/facility plans AND the Laboratory fails to meet <i>several of</i> the conditions for B+.</p>
D	<ul style="list-style-type: none"> <li>• Project/program/facility plans do not exist for a significant fraction of the Laboratory’s major projects/programs/facilities;</li> <li>OR</li> <li>• Significant work at the Laboratory is not in alignment with the project/program/facility plans</li> </ul>
F	<p>The Laboratory has failed to conduct project/program/facility planning activities.</p>

### 3.3 Provide Efficient and Effective Communications and Responsiveness to Headquarters Needs

In assessing the performance of the Laboratory against this Objective, the following assessment elements should be considered:

- The quality, accuracy and timeliness of the Laboratory’s response to customer requests for information;
- The extent to which the Laboratory provides point-of-contact resources and maintains effective internal communications hierarchies to facilitate efficient determination of the appropriate point-of-contact for a given issue or program element;
- The effectiveness of the Laboratory’s communications and depth of responsiveness under extraordinary or critical circumstances; and
- The effectiveness of Laboratory management in accentuating the importance of communication and responsiveness.

Letter Grade	Definition
A+	In addition to meeting the all expectations under A, <ul style="list-style-type: none"> <li>• The Laboratory’s effective communication and extraordinary responsiveness in the face of extreme situations or a national emergency had a materially positive impact on the outcome of the event and/or DOE mission objectives</li> </ul>
A	In addition to satisfying the conditions for B+, the Laboratory also meets all of the following: <ul style="list-style-type: none"> <li>• Laboratory management has instilled a culture throughout the lab that emphasizes good communication practices;</li> <li>• Communication channels are well-defined and information is effectively conveyed;</li> <li>• Responses to HQ requests for information from all Laboratory representatives are prompt, thorough, correct and succinct; important or critical information is delivered in real-time;</li> <li>• Laboratory representatives <i>always</i> initiate a communication with HQ on emerging Laboratory issues; headquarters is never surprised to learn of emerging Laboratory issues through outside channels.</li> </ul>
A-	In addition to satisfying the conditions for B+, <ul style="list-style-type: none"> <li>• Laboratory management has instilled a culture throughout the lab that emphasizes good communication practices; and</li> <li>• Responses to requests for information are prompt, thorough, and economical/succinct at all levels of interaction;</li> <li>• Laboratory representatives <i>often</i> initiate communication with HQ on emerging Laboratory issues;</li> <li>• under critical circumstances, essential information is delivered in real-time</li> </ul>
B+	The Laboratory has achieved each of the following objectives: <ul style="list-style-type: none"> <li>• Staff throughout the Laboratory organization engage in good communication practices;</li> <li>• Responses to requests for information are prompt and thorough;</li> <li>• The accuracy and integrity of the information provided is never in doubt;</li> <li>• Up-to-date point-of-contact information is widely available for all programmatic areas;</li> <li>• Headquarters is always and promptly informed of both positive and negative events at the Laboratory</li> </ul>
B	The Laboratory failed to meet the conditions for B+ <i>in a few instances</i>
B-	The Laboratory fails to meet the conditions for B+ for <i>one</i> of the following reasons: <ul style="list-style-type: none"> <li>• Responses to requests for information do not provide the minimum requirements to meet HQ needs;</li> <li>• While the integrity of the information provided is never in doubt, its accuracy sometimes is;</li> <li>• Laboratory representatives do not take the initiative to alert HQ to emerging Laboratory issues.</li> </ul>

Letter Grade	Definition
C	The Laboratory fails to meet the conditions for B+ for <i>one or more</i> of the following reasons: <ul style="list-style-type: none"> <li>• Responses to requests for information frequently fail to provide the minimum requirements to meet HQ needs</li> <li>• The Laboratory used outside channels or circumvented HQ in conveying critical information;</li> <li>• The integrity and/or accuracy of information provided is sometimes in doubt;</li> <li>• Laboratory management fails to demonstrate that its employees are held accountable for ensuring effective communication and responsiveness;</li> <li>• Laboratory representatives failed to alert HQ to emerging Laboratory issues.</li> </ul>
D	The Laboratory fails to meet the conditions for B+ for one of the following reasons: <ul style="list-style-type: none"> <li>• Laboratory staff are generally well-intentioned in communication but consistently ineffective and/or incompetent;</li> <li>• The Laboratory management fails to emphasize the importance of effective communication and responsiveness</li> </ul>
F	The Laboratory fails to meet the conditions for B+ for one of the following reasons <ul style="list-style-type: none"> <li>• Laboratory staff are openly hostile and/or non-responsive to requests for information – emails and phone calls are consistently ignored;</li> <li>• Responses to requests for information are consistently incorrect, inaccurate or fraudulent – information is not organized, is incomplete, or is fabricated.</li> </ul>

**Notable Outcomes**

- **BER:** Develop and present to BER HQ a strategic plan for a BNL Biosciences core capability by April 2016. (Objective 3.1)
- **BES:** Develop a viable plan to provide more cost-effective infrastructure necessary for continued success of the BES plant sciences program. (Objective 3.1)
- **NP:** Develop a low-technical-risk version of an Electron Ion Collider design option at the Relativistic Heavy Ion Collider. (Objective 3.1)

Program Office <sup>6</sup>	Letter Grade	Numerical Score	Weight	Overall Score
<b>Office of Advanced Scientific Research</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			30%	
3.2 Project/Program /Facilities Management			40%	
3.3 Communications and Responsiveness			30%	
Overall ASCR Total				
<b>Office of Basic Energy Sciences</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			40%	
3.2 Project/Program /Facilities Management			30%	
3.3 Communications and Responsiveness			30%	
Overall BES Total				

<sup>6</sup> A complete listing of the Objectives weightings under the S&T Goals for the SC Programs and other customers is provided within Attachment I to this plan.

<b>Office of Biological and Environmental Research</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			20%	
3.2 Project/Program /Facilities Management			30%	
3.3 Communications and Responsiveness			50%	
Overall BER Total				
<b>Office of High Energy Physics</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			30%	
3.2 Project/Program /Facilities Management			45%	
3.3 Communications and Responsiveness			25%	
Overall HEP Total				
<b>Office of Nuclear Physics</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			40%	
3.2 Project/Program /Facilities Management			35%	
3.3 Communications and Responsiveness			25%	
Overall NP Total				
<b>Office of Defense Nuclear Nonproliferation</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			30%	
3.2 Project/Program /Facilities Management			48%	
3.3 Communications and Responsiveness			22%	
Overall DNN Total				
<b>Office of Nuclear Energy</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			0%	
3.2 Project/Program /Facilities Management			0%	
3.3 Communications and Responsiveness			0%	
Overall NE Total				
<b>Nuclear Regulatory Commission</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			34%	
3.2 Project/Program /Facilities Management			33%	
3.3 Communications and Responsiveness			33%	
Overall NRC Total				

**Table 3.1 – Program Performance Goal 3.0 Score Development**

HQ Program Office	Letter Grade	Numerical Score	Funding Weight (cost)	Overall Weighted Score
Office of Advanced Scientific Research				
Office of Basic Energy Sciences				
Office of Biological and Environmental Research				
Office of High Energy Physics				
Office of Nuclear Physics				
Office of Defense Nuclear Nonproliferation				
Office of Nuclear Energy				
Nuclear Regulatory Commission				
<b>Performance Goal 3.0 Total</b>				

**Table 3.2 – Overall Performance Goal 3.0 Score Development<sup>7</sup>**

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

**Table 3.3 – Goal 3.0 Final Letter Grade**

<sup>7</sup>. The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2016.

**Attachment I**

**Program Office Goal & Objective Weightings  
Office of Science**

	<b>ASCR</b>	<b>BER</b>	<b>BES</b>	<b>HEP</b>	<b>NP</b>	<b>DNN</b>	<b>NRC</b>
	<b>Weight</b>						
<b>Goal 1.0 Mission Accomplishment</b>							
1.1 Impact	50%	60%	50%	50%	50%	69%	50%
1.2 Leadership	50%	40%	50%	50%	50%	31%	50%
<b>Goal 2.0 Design, Fabrication, Construction and Operation of Facilities</b>							
2.1 Design of Facility (the initiation phase and the definition phase, i.e. activities leading up to CD-2)	0%	0%	10%	75%	0%	0%	0%
2.2 Construction of Facility / Fabrication of Components (execution phase, Post CD-2 to CD-4)	0%	0%	40%	5%	0%	0%	0%
2.3 Operation of Facility	0%	90%	30%	20%	85%	0%	0%
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community	0%	10%	20%	0%	15%	0%	0%
<b>Goal 3.0 Program Management</b>							
3.1 Effective and Efficient Strategic Planning and Stewardship	30%	20%	40%	30%	40%	0%	34%
3.2 Project/Program/Facilities Management	40%	30%	30%	45%	35%	0%	33%
3.3 Communications and Responsiveness	30%	50%	30%	25%	25%	0%	33%

**Attachment I**

**Program Office Goal & Objective Weightings  
 All Other Customers<sup>8</sup>**

	<b>DNN</b>	<b>NRC</b>
	<b>Weight</b>	<b>Weight</b>
<b>Goal 1.0 Mission Accomplishment</b>		
1.1 Impact	69%	50%
1.2 Leadership	31%	50%
<b>Goal 3.0 Program Management</b>		
3.1 Effective and Efficient Strategic Planning and Stewardship	30%	34%
3.2 Project/Program/Facilities Management	40%	33%
3.3 Communications and Responsiveness	30%	33%

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<sup>8</sup> Objective weightings indicated for non-science customers are reflective of FY *[Year]* weightings and will be updated as those customers provide their weightings. Final Objective weightings will be incorporated, as appropriate, once they are determined by each HQ Program Office and provided to the Site Office. Should a HQ Program Office fail to provide final Objective weightings before the end of the first quarter FY *[Year]* the preliminary weightings provided shall become final.

**GOAL 4.0 Provide Sound and Competent Leadership and Stewardship of the Laboratory**

**This Goal evaluates the Contractor’s Leadership capabilities in leading the direction of the overall Laboratory, the responsiveness of the Contractor to issues and opportunities for continuous improvement, and corporate office involvement/commitment to the overall success of the Laboratory.**

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends and outcomes in overall Contractor Leadership’s planning for, integration of, responsiveness to and support for the overall success of the Laboratory. This may include, but is not limited to, the quality of Laboratory Vision/Mission strategic planning documentation and progress in realizing the Laboratory vision/mission; the ability to establish and maintain long-term partnerships/relationships with the scientific and local communities as well as private industry that advance, expand, and benefit the ongoing Laboratory mission(s) and/or provide new opportunities/capabilities; implementation of a robust assurance system; Laboratory and Corporate Office Leadership’s ability to instill responsibility and accountability down and through the entire organization; overall effectiveness of communications with DOE; understanding, management and allocation of the costs of doing business at the Laboratory commensurate with associated risks and benefits; utilization of corporate resources to establish joint appointments or other programs/projects/activities to strengthen the Laboratory; and advancing excellence in stakeholder relations to include good corporate citizenship within the local community.

**Objectives:**

**4.1 Leadership and Stewardship of the Laboratory**

***By which we mean:*** The performance of the laboratory’s senior management team as demonstrated by their ability to do such things as:

- Define an exciting yet realistic scientific vision for the future of the laboratory,
- Make progress in realizing the vision for the laboratory,
- Establish and maintain long-term partnerships/relationships that maintain appropriate relations with the scientific and local communities, and
- Develop and leverage appropriate relations with private industry to the benefit of the laboratory and the U.S. taxpayer.

Letter Grade	Definition
A+	The Senior Leadership of the laboratory has made outstanding progress (on an order of magnitude scale) over the previous year in realizing their vision for the laboratory, and has had a demonstrable impact on the Department and the Nation. Strategic plans are of outstanding quality, have been externally recognized and referenced for their excellence, and have an impact on the vision/plans of other national laboratories. The Senior leadership of the laboratory may have been faced very difficult challenges and plotted, successfully, its own course through the difficulty, with minimal hand-holding by the Department. Partners in the scientific and local communities applaud the laboratory in national fora, and the Department is strengthened by this.
A	The Senior Leadership of the laboratory has made significant progress over the previous year in realizing their vision for the laboratory, and has through this has had a demonstrable positive impact on the Office of Science and the Department. Strategic plans are of outstanding quality, and recognize and reflect the vision/plans of other national laboratories. Faced with difficult challenges, actions were taken by the Senior leadership of the laboratory to redirect laboratory activities to enhance the long-term future of the laboratory. Partners in the scientific and local communities applaud the laboratory in national fora, and the Department is strengthened by this.

Letter Grade	Definition
A-	The laboratory senior management performs better than expected (B+ grade) in these areas.
B+	The Senior Leadership of the laboratory has made significant progress over the previous year in realizing their vision for the laboratory. Strategic plans present long range goals that are both exciting and realistic. Decisions and actions taken by the lab leadership align work, facilities, equipment and technical capabilities with the laboratory vision and plan. The Senior leadership of the laboratory faced difficult challenges and successfully plotted its own course through the difficulty, with help from the Department. Partners in the scientific and local communities are supportive of the laboratory.
B	The Senior Leadership of the laboratory has made little progress over the previous year in realizing their vision for the laboratory. Strategic plans present long range goals that are exciting and realistic; however DOE is not fully confident that the laboratory is taking the actions necessary for the goals to be achieved. The Laboratory is not fully engaged with its partners/relationships in the scientific and local communities to maximize the potential benefits these relations have for the laboratory.
C	The Senior Leadership of the laboratory has made no progress over the previous year in realizing their vision for the laboratory or aligning work, facilities, equipment and technical capabilities with the laboratory vision and plan. Strategic plans present long range goals that are either unexciting or unrealistic. Business plans exist, but they are not linked to the strategic plan and do not inspire DOE's confidence that the strategic goals will be achieved. Partnerships with the scientific and local communities with potential to advance the laboratory exist, but they may not always be consistent with the mission of or vision for the laboratory. Affected communities and stakeholders are mostly supportive of the laboratory and aligned with the management's vision for the laboratory.
D	The Senior Leadership of the laboratory has made no progress or has back-slid over the previous year in realizing their vision for the laboratory or in aligning work, facilities, equipment and technical capabilities with the laboratory vision and plan. Strategic plans present long range goals that are neither exciting nor realistic. Partnerships that may advance the Laboratory towards strategic goals are inappropriate, unidentified, or unlikely. Affected communities and stakeholders are not adequately engaged with the laboratory and indicate non-alignment with DOE priorities.
F	The Senior Leadership of the laboratory has made no progress or has back-slid over the previous year in realizing their vision for the laboratory or in or aligning work, facilities, equipment and technical capabilities with the laboratory vision and plan. Strategic plans present long range goals that are not aligned with DOE priorities or the mission of the laboratory. Partnerships that may advance the Laboratory towards strategic goals are inappropriate, unidentified, and unlikely, and/or the senior management team does not demonstrate a concerted effort to develop, leverage, and maintain relations with the scientific and local communities to assist the laboratory in achieving a successful future. Affected communities and stakeholders are openly non-supportive of the laboratory and DOE priorities.

## 4.2 Management and Operation of the Laboratory

**By which we mean:** The performance of the laboratory's senior management team as demonstrated by their ability to do such things as:

- Implement a robust contractor assurance system,
- Understand the costs of doing business at the laboratory and prioritize the management and allocation of these costs commensurate with their associated risks and benefits,
- Instill a culture of accountability and responsibility down and through the entire organization;
- Ensure good and timely communication between the laboratory and SC headquarters and the Site Office so that DOE can deal effectively with both internal and external constituencies.

Letter Grade	Definition
A+	<p>The laboratory has a nationally or internationally recognized contractor assurance system in place that integrates internal and external (corporate) evaluation processes to evaluate risk, and is working to help others internal and external to the Department establish similarly outstanding practices. The laboratory understands the drivers of cost at their lab, and are prioritizing and managing these costs commensurate with the associated risks and benefits to the laboratory and the SC laboratory system.</p> <p>Laboratory management and processes reflect a sense of accountability and responsibility with is evident down and through the entire organization. Communication between the laboratory and SC headquarters and the Site Office is such that all the national laboratories and the Department as a whole benefits.</p>
A	<p>The laboratory has improved dramatically in the last year in all of the following: building a robust and transparent contractor assurance system that integrates internal and external (corporate) evaluation processes to evaluate risk; demonstrating the use of this system in making decisions that are aligned with the laboratory’s vision and strategic plan; understanding the drivers of cost at their lab, and prioritizing and managing these costs consistent with their associated risks and benefits to the laboratory and the SC laboratory system; demonstrating laboratory management and processes reflect a sense of accountability and responsibility with is evident down and through the entire organization; assuring communication between the laboratory and SC headquarters that is beneficial to both the lab and SC.</p>
A-	<p>The laboratory senior management performs better than expected (B+ grade) in these areas.</p>
B+	<p>The laboratory has a robust and transparent contractor assurance system in place that integrates internal and external (corporate) evaluation processes to evaluate risk. The laboratory can demonstrate use of this system in making decisions that are aligned with the laboratory’s vision and strategic plan. The laboratory understands the drivers of cost at their lab, and are prioritizing and managing these costs commensurate with the associated risks and benefits to the laboratory and the SC laboratory system.</p> <p>Laboratory management and processes reflect a sense of accountability and responsibility with is evident down and through the entire organization. Communication between the laboratory and SC headquarters and the Site Office is such that there are no surprises or embarrassments.</p>
B	<p>The laboratory has a contractor assurance system in place but further improvements are necessary, or the link between the CAS and the laboratory’s decision-making processes are not evident. The laboratory understands the drivers of cost at their lab, but they are not prioritizing and managing these costs as well as they should to be commensurate with the associated risks and benefits to the laboratory and the SC laboratory system. Laboratory management and processes reflect a sense of accountability and responsibility with is mostly evident down and through the entire organization. Communication between the laboratory and SC headquarters and the Site Office is such that there are no significant surprises or embarrassments.</p>
C	<p>The laboratory lacks a robust and transparent contractor assurance system in place that integrates internal and external (corporate) evaluation processes to evaluate risk. The laboratory cannot demonstrate use of this system in making decisions that are aligned with the laboratory’s vision and strategic plan. The laboratory does not fully understand the drivers of cost at their lab, and thus are not prioritizing and managing these costs as well as they should to be commensurate with the associated risks and benefits to the laboratory and the SC laboratory system. Communication between the laboratory and SC headquarters and the Site Office is such that there has been at least one significant surprise or embarrassment.</p>
D	<p>The laboratory lacks a contractor assurance system, doesn’t understand the drivers of cost at their lab, and is not prioritizing and managing costs. SC HQ must intercede in management decisions. Poor communication between the laboratory and SC headquarters and the Site Office has resulted in more than one significant surprise or embarrassment.</p>
F	<p>Lack of management by the laboratory’s senior management has put the future of the laboratory at risk, or has significantly hurt the reputation of the Office of Science.</p>

### 4.3 Contractor Value-added

**By which we mean:** the additional benefits that accrue to the laboratory and the Department of Energy by virtue of having this particular M&O contractor in place. Included here, typically, are things over which the laboratory leadership does not have immediate authority, such as:

- Corporate involvement/contributions to deal with challenges at the laboratory;
- Using corporate resources to establish joint appointments or other programs/projects/activities that strengthen the lab, and
- Providing other contributions to the laboratory that enable the lab to do things that are good for the laboratory and its community and that DOE cannot supply.

Letter Grade	Definition
A+	The laboratory has been transformed as a result of the many, substantial, additional benefits that accrue to the lab as a result of this contractor's operation of the laboratory.
A	Over the past year, the laboratory has become demonstrably stronger, better and more attractive as a place of employment as a result of the many, substantial, additional benefits that accrue to the lab as a result of this contractor's operation of the laboratory.
A-	The laboratory senior management performs better than expected (B+ grade) in these areas.
B+	The laboratory enjoys additional benefits above and beyond those associated with managing the laboratory's activities that accrue as a result of this contractor's operation of the laboratory.
B	The laboratory enjoys few additional benefits that accrue as a result of this contractor's operation of the laboratory; help by the contractor is needed to strengthen the laboratory.
C	The laboratory enjoys few additional benefits that accrue as a result of this contractor's operation of the laboratory; the contractor seems unable to help the laboratory.
D	The laboratory enjoys few additional benefits that accrue as a result of this contractor's operation of the laboratory; the contractor's efforts are inconsistent with the interests of the laboratory and the Department.
F	The laboratory enjoys no additional benefits that accrue as a result of this contractor's operation of the laboratory; the contractor's efforts are counter-productive to the interests of the Department.

### Notable Outcomes

- **BHSO:** Identify key positions (i.e. ALD for Business Services/CFO) no later than December 31, 2015, and ensure they are filled during FY 2016. (Objective 4.2)
- **BHSO:** Develop and submit a plan for delivery of the FY 2016 Appendix D Prime contract commitments no later than December 31, 2015. Meet the milestones established in the plan by September 30, 2016. (Objective 4.3)

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Overall Score
<b>Goal 4.0 – Provide Sound and Competent Leadership and Stewardship of the Laboratory</b>				
4.1 Leadership and Stewardship of the Laboratory			33%	
4.2 Management and Operation of the Laboratory			33%	
4.3 Contractor Value-Added			34%	
<b>Performance Goal 4.0 Total</b>				

**Table 4.1 – Performance Goal 4.0 Score Development**

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

**Table 4.2 – Goal 4.0 Final Letter Grade**

**GOAL 5.0 Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection**

The weight of this Goal is 30%.

**This Goal evaluates the Contractor’s overall success in deploying, implementing, and improving integrated ES&H systems that efficiently and effectively support the mission(s) of the Laboratory.**

- 5.1 Provide an Efficient and Effective Worker Health and Safety Program
- 5.2 Provide Efficient and Effective Environmental Management System

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends and outcomes in protecting workers, the public, and the environment. This may include, but is not limited to, minimizing the occurrence of environment, safety and health (ESH) incidents; effectiveness of the Integrated Safety Management (ISM) system; effectiveness of work planning, feedback, and improvement processes; the strength of the safety culture throughout the Laboratory; the effective development, implementation and maintenance of an efficient and effective Environmental Management system; and the effectiveness of responses to identified hazards and/or incidents.

**Notable Outcomes**

- **BHSO:** Develop a set of meaningful performance measures for the critical elements of the Work Planning and Control process through the Management System. Initial measures will be drafted by January 31, 2016. By July 31, 2016, the measures will be piloted to determine their effectiveness in identifying programmatic strengths and weaknesses at an institutional level (5.1).

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Overall Score
<b>Goal 5.0 - Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection.</b>				
5.1 Provide an Efficient and Effective Worker Health and Safety Program			80%	
5.2 Provide an Efficient and Effective Environmental Management System			20%	
<b>Performance Goal 5.0 Total</b>				

**Table 5.1 – Performance Goal 5.0 Score Development**

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

**Table 5.2 – Goal 5.0 Final Letter Grade**

**GOAL 6.0 Deliver Efficient, Effective, and Responsive Business Systems and Resources that Enable the Successful Achievement of the Laboratory Mission(s)**

The weight of this Goal is 30%.

**This Goal evaluates the Contractor's overall success in deploying, implementing, and improving integrated business systems that efficiently and effectively support the mission(s) of the Laboratory.**

- 6.1 Provide an Efficient, Effective, and Responsive Financial Management System
- 6.2 Provide an Efficient, Effective, and Responsive Acquisition Management System and Property Management System
- 6.3 Provide an Efficient, Effective, and Responsive Human Resources Management System and Diversity Program
- 6.4 Provide Efficient, Effective, and Responsive Contractor Assurance Systems, including Internal Audit and Quality
- 6.5 Demonstrate Effective Transfer of Knowledge and Technology and the Commercialization of Intellectual Assets

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends and outcomes in the development, deployment and integration of foundational program (e.g., Contractor Assurance, Quality, Financial Management, Acquisition Management, Property Management, and Human Resource Management) systems across the Laboratory. This may include, but is not limited to, minimizing the occurrence of management systems support issues; quality of work products; continual improvement driven by the results of audits, reviews, and other performance information; the integration of system performance metrics and trends; the degree of knowledge and appropriate utilization of established system processes/procedures by Contractor management and staff; benchmarking and performance trending analysis. The DOE evaluator(s) shall consider the Laboratory's performance in making progress toward comprehensive collection and submission of peer-reviewed accepted manuscripts for journal articles (and associated metadata) resulting from DOE-funded research to the DOE PAGES portal as called for in the [DOE Public Access Plan](#). The DOE evaluator(s) shall also consider the stewardship of the pipeline of innovations and resulting intellectual assets at the Laboratory along with impacts and returns created/generated as a result of technology transfer, work for others and intellectual asset deployment activities.

**Notable Outcomes**

- **BHSO:** BSA will maintain progress on the Business Environment Corrective Action Plan (BECAP). Upon selection of the new CFO, any changes to the Plan should be presented to BHSO prior to implementation (Objectives 6.1)
- **BHSO:** BSA will assess their eProcurement initiatives no later than December 31, 2015, and demonstrate the implementation of an effective, efficient system, comparable to other SC Laboratories that captures strategic savings and provides reporting analytics no later than September 30, 2016. (Objective 6.2)
- **SC:** In support of DOE's requirement to submit all peer-reviewed accepted manuscripts to DOE through the OSTI E-Link system, we are asking each Laboratory to: (1) analyze the current status of submissions with respect to comprehensiveness, accuracy, and appropriate acknowledgement of DOE support; (2) identify any barriers to compliance; and (3) submit, with the next annual lab plan, a proposal and timeline for achieving full compliance. (Objective 6.5)

<b>ELEMENT</b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Objective Weight</b>	<b>Overall Score</b>
<b>Goal 6.0 - Deliver Efficient, Effective, and Responsive Business Systems and Resources that Enable the Successful Achievement of the Laboratory Mission(s)</b>				
6.1 Provide an Efficient, Effective, and Responsive Financial Management System(s)			30%	
6.2 Provide an Efficient, Effective, and Responsive Acquisition Management System and Property Management System			25%	
6.3 Provide an Efficient, Effective, and Responsive Human Resources Management System and Diversity Program			15%	
6.4 Provide Efficient, Effective, and Responsive Contractor Assurance Systems, including Internal Audit and Quality			20%	
6.5 Demonstrate Effective Transfer of Knowledge and Technology and the Commercialization of Intellectual Assets			10%	
<b>Performance Goal 6.0 Total</b>				

**Table 6.1 – Performance Goal 6.0 Score Development**

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

**Table 6.2 – Goal 6.0 Final Letter Grade**

**GOAL 7.0 Sustain Excellence in Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to Meet Laboratory Needs**

The weight of this Goal is 30%.

**This Goal evaluates the overall effectiveness and performance of the Contractor in planning for, delivering, and operations of Laboratory facilities and equipment needed to ensure required capabilities are present to meet today’s and tomorrow’s mission(s) and complex challenges.**

- 7.1 Manage Facilities and Infrastructure in an Efficient and Effective Manner that Optimizes Usage, Minimizes Life Cycle Costs, and Ensures Site Capability to Meet Mission Needs
- 7.2 Provide Planning for and Acquire the Facilities and Infrastructure Required to Support the Continuation and Growth of Laboratory Missions and Programs

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends and outcomes in facility and infrastructure programs. This may include, but is not limited to, the management of real property assets to maintain effective operational safety, worker health, environmental protection and compliance, property preservation, and cost effectiveness; effective facility utilization, maintenance and budget execution; day-to-day management and utilization of space in the active portfolio; maintenance and renewal of building systems, structures and components associated with the Laboratory’s facility and land assets; management of energy use, conservation, and sustainability practices; the integration and alignment of the Laboratory’s comprehensive strategic plan with capabilities; facility planning, forecasting, and acquisition; the delivery of accurate and timely information required to carry out the critical decision and budget formulation process; quality of site and facility planning documents; and Cost and Schedule Performance Index performance for facility and infrastructure projects.

**Notable Outcomes**

- None

<b>ELEMENT</b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Objective Weight</b>	<b>Overall Score</b>
<b>Goal 7.0 - Sustain Excellence in Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to Meet Laboratory Needs.</b>				
7.1 Manage Facilities and Infrastructure in an Efficient and Effective Manner that Optimizes Usage, Minimizes Life Cycle Costs, and Ensures Site Capability to Meet Mission Needs			50%	
7.2 Provide Planning for and Acquire the Facilities and Infrastructure Required to support the Continuation and Growth of Laboratory Missions and Programs			50%	
<b>Performance Goal 7.0 Total</b>				

**Table 7.1 – Performance Goal 7.0 Score Development**

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

**Table 7.2 – Goal 7.0 Final Letter Grade**

**GOAL 8.0 Sustain and Enhance the Effectiveness of Integrated Safeguards and Security Management (ISSM) and Emergency Management Systems**

The weight of this Goal is 10%.

**This Goal evaluates the Contractor’s overall success in safeguarding and securing Laboratory assets that supports the mission(s) of the Laboratory in an efficient and effective manner and provides an effective emergency management program.**

- 8.1 Provide an Efficient and Effective Emergency Management System
- 8.2 Provide an Efficient and Effective Cyber Security System for the Protection of Classified and Unclassified Information
- 8.3 Provide an Efficient and Effective Physical Security Program for the Protection of Special Nuclear Materials, Classified Matter, Classified Information, Sensitive Information, and Property

In measuring the performance of the above Objectives, the DOE evaluator(s) shall consider performance trends and outcomes in the safeguards and security, cyber security and emergency management program systems. This may include, but is not limited to, the commitment of leadership to strong safeguards and security, cyber security and emergency management systems; the integration of these systems into the culture of the Laboratory; the degree of knowledge and appropriate utilization of established system processes/procedures by Contractor management and staff; maintenance and the appropriate utilization of Safeguards, Security, and Cyber risk identification, prevention, and control processes/activities; and the prevention and management controls and prompt reporting and mitigation of events as necessary.

**Notable Outcomes**

- None

<b>ELEMENT</b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Objective Weight</b>	<b>Overall Score</b>
<b>Goal 8.0 - Sustain and Enhance the Effectiveness of Integrated Safeguards and Security management (ISSM) and Emergency Management Systems.</b>				
8.1 Provide an Efficient and Effective Emergency Management System			35%	
8.2 Provide an Efficient and Effective Cyber Security System for the Protection of Classified and Unclassified Information			35%	
8.3 Provide an Efficient and Effective Physical Security Program for the Protection of Special Nuclear Materials, Classified Matter, Classified Information, Sensitive Information, and Property			30%	
<b>Performance Goal 8.0 Total</b>				

**Table 8.1 – Performance Goal 8.0 Score Development**

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

**Table 8.2 – Goal 8.0 Final Letter Grade**

**APPENDIX C**

**SPECIAL FINANCIAL INSTITUTION ACCOUNT AGREEMENT**

**Applicable to the Operations of  
Brookhaven National Laboratory**

## CHECKS-PAID METHOD OF LETTER OF CREDIT FINANCING

This agreement entered into August 10, 2015, between the United States of America, represented by the Department of Energy (referred to as the "Government" or the "DOE"); Brookhaven Science Associates, LLC, legal entity existing under the laws of the State of Delaware, or successor contractor, (also referred to as the "Contractor"); and JPMorgan Chase Bank, N.A., a national banking association organized under the laws of the United States of America with offices at 4 New York Plaza, Floor 13, New York, NY 10004 (also referred to as the "Bank" or the "Financial Institution").

### RECITALS

- (a) On the effective date of December 22, 2014, DOE and Brookhaven Science Associates, LLC entered into Contract No. DE-SC0012704 to begin on January 5, 2015 to manage and operate Brookhaven National Laboratory; and providing for the transfer of funds on a payments-cleared basis.
- (b) DOE requires that amounts transferred to the Contractor there under be deposited in a special demand deposit account at a financial institution covered by Treasury-approved Government deposit insurance organizations that are identified in I TFM 6-9000.

These special demand deposits must be kept separate from the Contractor's general or other funds, and the parties are agreeable to so depositing said amounts with the Financial Institution.

- (c) The special demand deposit account shall be designated Brookhaven Science Associates, LLC/ Brookhaven National Laboratory General Operating Account.

### COVENANTS

In consideration of the foregoing, and for other good and valuable considerations, it is agreed that--

1. The Government shall have a title to the credit balance in said account to secure the repayment of all funds transferred to the Contractor, and said title shall be superior to any lien, title, or claim of the Financial Institution or others with respect to such accounts.
2. The Financial Institution shall be bound by the provisions of said Agreement(s) between DOE and the Contractor relating to the transfer of funds into the and withdrawal of funds from the above special demand deposit account, which are hereby incorporated into this Agreement by reference, but the Financial Institution shall not be responsible for the application of funds withdrawn from said account. After receipt by the Financial Institution of directions from DOE, the Financial Institution shall act thereon and shall be under no liability to any party hereto for any action taken in accordance with the said written directions. Any written directions received by the Financial Institution from the Government upon DOE stationery and purporting to be signed by, or signed at the written direction of, the Government may, insofar as the rights, duties, and liabilities of the Financial Institution are concerned, be considered as having been properly issued and filed with the Financial Institution by DOE.
3. DOE, or its authorized representatives, shall have access to financial records maintained by the Financial Institution with respect to such special demand deposit account at all reasonable times and for all reasonable purposes, including, but without limitation to, the inspection or copying of such financial records and any or all memoranda, checks, payment requests, correspondence, or documents pertaining thereto. Such financial records shall be preserved by the Financial Institution for a period of 6 years after the final payment under

the Agreement.

4. In the event of the service of any writ of attachment, levy of execution, or commencement of garnishment proceedings with respect to the special demand deposit account, the Financial Institution shall promptly notify DOE at:  
U.S. Department of Energy, Brookhaven Site Office, Building 464, Upton, NY 11973
5. DOE shall authorize funds that shall remain available to the extent that obligations that have been incurred in good faith there under by the Contractor to the Bank for the benefit of the special demand deposit account. The Bank agrees to honor upon presentation for payment all payments issued by the Contractor and to restrict all withdrawals against the funds authorized to an amount sufficient to maintain the average daily balance in the special demand deposit account in a net positive as close to zero as administratively possible.

Notwithstanding the foregoing, in the event that the Bank has knowledge that funding in the DOE account at the Federal Reserve Bank of Richmond (the "DOE Fed Account") may be insufficient or unavailable, whereby the Bank would be unable to drawdown immediately available funds sufficient to fully fund the payments issued by the Contractor, the Bank may, in its sole discretion, hold and not release any or all of the payments issued by the Contractor. The Bank will resume normal processes once it is satisfied, in its sole discretion, that adequate funding is available via the DOE Fed Account.

The Financial Institution agrees to service the account in this manner based on the requirements and specifications contained in DOE Contract No. DE-SC0012704, dated December 22, 2014. The Financial Institution agrees that per-item costs, detailed in the Attachment A "Quotation Pricing Sheet" will remain constant during the term of this Agreement. The Financial Institution shall calculate the monthly fees based on services rendered and invoice the contractor. The contractor shall issue a check or automated clearinghouse authorization transfer to the Financial Institution in payment thereof.

6. The Financial Institution shall post collateral in accordance with 31 CFR 202 with the Federal Reserve Bank in an amount equal to the net balances in all of the accounts included in this Agreement (including the noninterest-bearing time deposit account), less the Treasury-approved deposit insurance.
7. This Agreement, with all its provisions and covenants, shall be in effect through the 4th day of January 2020. The Parties may extend the term of the Agreement for an additional period of time to be contemporaneous with any extension of time granted by DOE to the Contractor for the operation of Brookhaven National Laboratory. Such notice shall not commit DOE, the Contractor, or the Bank to the extension, which shall only occur after a formal amendment to the agreement is executed by the parties.
8. DOE, the Contractor, or the Financial Institution may terminate this Agreement at any time within the agreement period upon submitting written notification to the other parties 90 days prior to the desired termination date. The specific provisions for operating the account during this 90-day period are contained in Covenant 11.
9. DOE or the Contractor may terminate this Agreement at any time upon 30 days' written notice to the Financial Institution if DOE or the Contractor, or both parties, find that the Financial Institution has failed to substantially perform its obligations under this Agreement or that the Financial Institution is performing its obligation in a manner that precludes effective utilization of the Government's cash resources.
10. Notwithstanding the provisions of Covenants 8 and 9, in the event that the Agreement, referenced in Recital (a), between DOE and the Contractor is not renewed or is terminated, this Agreement between DOE, the Contractor, and the Financial Institution shall be

terminated automatically upon the delivery of written notice to the Financial Institution.

11. In the event of termination, the Financial Institution agrees to retain the Contractor's special demand deposit account for an additional 90-day period to clear outstanding payment items.

This Agreement shall continue in effect for the 90-day additional period, with exception of the following:

1. Term Agreement (Covenant 7)
2. Termination of Agreement (Covenant 8 and 9)

All terms and conditions of this agreement signed by the Financial Institution that are not inconsistent with this 90-day additional term shall remain in effect for this period.

The parties hereto have caused this Agreement, which consists of four pages including the signature page, to be executed as of the day and year first above written.

Brookhaven Site Office  
(Department of Energy Cognizant Office)

August 10, 2015  
Date Signed

By: Evelyn Landini  
(Typed Name of Contracting Officer)

Evelyn Landini  
(Signature of Contracting Officer)

Business Management Division Director  
(Title)

P.O. Box 5000, Bldg. 464, Upton, NY 11973  
(Address)

Brookhaven Science Associates, LLC  
(M&O Contractor)

August 6, 2015  
Date Signed

By: Peter Ferrara  
(Typed name of Contractor's Representative)

Peter Ferrara  
(Signature of Contractor's Representative)

Acting Chief Financial Officer  
(Title)

P.O. Box 5000, Bldg. 400D, Upton, NY 11973  
(Address)

JPMorgan Chase Bank, N.A.  
(Typed name of Bank)

August 6, 2015  
Date Signed

By: Eugene Waiters  
(Name of Bank Representative)

Eugene T. Waiters  
(Signature of Bank Representative)

Executive Director  
(Title)

4 New York Plaza, Floor 13, New York, NY 10004  
(Address)

## Attachment A

Pricing quoted herein is valid through October 31, 2015. If the Banking agreement is executed before that time the unit pricing will continue for the entire 5 year term.

### Pro Forma Analysis

J.P.Morgan

August 2015

Customer: BROOKHAVEN SCIENCE ASSOC LLC

Treasury Officer: PATRICIA MIELE

Banker: EUGENE WAITERS

#### Service Analysis \* - Current Services

Service Description	AFP	Number of Units	Unit Price	Charge For Service	Annualized
<b>ACCOUNT SERVICES</b>					
105 - DAILY OVERDRAFT OCCURRENCE FEI	000212	2	\$0.00	\$0.00	\$0.00
1005 - ACCOUNT MAINTENANCE	010000	5	\$24.00	\$120.00	\$1,440.00
1006 - ACCT MAINT-INT	010010	1	\$31.19	\$31.19	\$374.28
1010 - STATEMENT CYCLES	010307	6	\$0.00	\$0.00	\$0.00
1073 - LARGE DOLLAR CHECK REVIEW	150299	2	\$0.00	\$0.00	\$0.00
7634 - CREDIT POSTED- ELECTRONIC	010101	113	\$0.13	\$14.45	\$173.43
7635 - DEBIT- POSTED ELECTRONIC	010100	208	\$0.03	\$5.95	\$71.39
<b>Subtotal</b>				\$171.59	\$2,059.10
<b>AUTOMATED CLEARING HOUSE</b>					
2242 - FED CLEARING ORIGINATED ITEM	250199	5,416	\$0.01	\$32.50	\$389.95
2244 - FED CLEARING ADDENDA	250199	899	\$0.01	\$5.39	\$64.73
2695 - ACH MAINTENANCE	250000	2	\$75.00	\$150.00	\$1,800.00
2700 - CREDIT ORIGINATED	250101	6,253	\$0.07	\$437.71	\$5,252.52
2705 - DEBIT ORIGINATED	250100	30	\$0.07	\$2.10	\$25.20
2716 - CREDIT RECEIVED	250201	73	\$0.07	\$5.11	\$61.32
2717 - DEBIT RECEIVED	250200	146	\$0.07	\$10.22	\$122.64
2753 - DELETION / REVERSAL - ELEC	250620	4	\$5.00	\$20.00	\$240.00
2765 - ACH BATCH/FILE PROCESSED	250501	28	\$0.00	\$0.00	\$0.00
2796 - ADDENDA RECORD ORIGINATED	250120	1,143	\$0.02	\$22.86	\$274.32
2812 - NOTIF OF CHANGE - FAX	251071	3	\$4.00	\$12.00	\$144.00
2821 - RETURN NOTIFICATION - FAX	250401	9	\$4.00	\$36.00	\$432.00
<b>Subtotal</b>				\$733.89	\$8,806.68
<b>DEPOSITORY SERVICES</b>					
541 - CHECK IMAGE DEPOSITED	101320	104	\$0.15	\$15.60	\$187.20
548 - IDD MONTHLY MAINTENANCE FEE	101300	2	\$20.00	\$40.00	\$480.00
749 - CQD DEPOSITORY CREDIT	999999	20	\$0.00	\$0.00	\$0.00
1139 - SOFTWARE MAINTENANCE FEE	101300	1	\$20.00	\$20.00	\$240.00
1305 - CREDITS POSTED	010101	21	\$1.10	\$23.10	\$277.20
1435 - RETURN ITEM	100400	1	\$10.00	\$10.00	\$120.00
1438 - RETURN ALTERNATE ADDRESS	100401	1	\$0.00	\$0.00	\$0.00
1448 - RETURN DETAIL REPORTING	100411	1	\$1.50	\$1.50	\$18.00

1455 - RETURN MAKER NAME	100430	1	\$0.50	\$0.50	\$6.00
<b>Subtotal</b>				<b>\$110.70</b>	<b>\$1,328.40</b>

**DISBURSEMENT SERVICES**

2205 - CONTROLLED DISB ACCT MAINT	150000	2	\$50.00	\$100.00	\$1,200.00
2210 - CONTROLLED DISB CHECK POSTED	150110	1,439	\$0.05	\$64.76	\$777.06
2285 - CHECK / DEBIT POSTED	010100	68	\$0.04	\$2.72	\$32.64
2338 - STOP PAYMENT AUTOMATIC RENEW	150510	0	\$4.00	\$0.00	\$0.00
3495 - IMAGE STORAGE PER ITEM	151300	1,453	\$0.00	\$0.00	\$0.00
5234 - CONTROLLED DISB FUNDING	010112	41	\$0.00	\$0.00	\$0.00
6618 - PWS CHECK INQUIRY MAINTENANCE	151710	2	\$30.00	\$60.00	\$720.00
6620 - PWS RECON REPORT/STMT MAINT	200306	2	\$18.00	\$36.00	\$432.00
6625 - PWS EXCEPTION NOTIF-ACCT	150721	2	\$10.00	\$20.00	\$240.00
6639 - STOP PAYMENT - ELECTRONIC	150410	6	\$7.00	\$42.00	\$504.00
6644 - ISSUE INPUT UPLOAD	200201	30	\$10.00	\$300.00	\$3,600.00
<b>Subtotal</b>				<b>\$625.48</b>	<b>\$7,505.70</b>

**FUNDS TRANSFER SERVICES**

5443 - SOFTI STANDARD CALCULATION	409999	18	\$0.00	\$0.00	\$0.00
5822 - ELECTRONIC BOOK DEBIT S/T	350124	32	\$5.00	\$160.00	\$1,920.00
5823 - ELECTRONIC BOOK DEBIT REPAIR	350124	2	\$5.00	\$10.00	\$120.00
5824 - ELECTRONIC FED DEBIT S/T	350104	3	\$5.00	\$15.00	\$180.00
5826 - ELECTRONIC CHIP DEBIT S/T	350113	14	\$5.00	\$70.00	\$840.00
5836 - ELECTRONIC FX DEBIT	600221	8	\$8.00	\$64.00	\$768.00
5841 - BANK INITIATED BOOK DEBIT	350222	1	\$0.00	\$0.00	\$0.00
5842 - BANK INITIATED FED DEBIT	350202	1	\$6.50	\$6.50	\$78.00
5880 - ELECTRONIC LINESHEET SET-UP	359999	2	\$5.25	\$10.50	\$126.00
5882 - REPETITIVE INSTRUCTION STORAGE	350551	4	\$0.00	\$0.00	\$0.00
5883 - FED TRANSFER FEE	350531	28	\$0.00	\$0.00	\$0.00
5884 - CHIPS MESSAGE FEE	350532	18	\$0.00	\$0.00	\$0.00
5886 - BOOK CREDIT	350320	9	\$2.00	\$18.00	\$216.00
5887 - FED CREDIT S/T	350300	25	\$6.50	\$162.50	\$1,950.00
5889 - CHIPS CREDIT S/T	350310	5	\$6.50	\$32.50	\$390.00
5927 - MAIL DEBIT ADVICE	350412	8	\$2.00	\$16.00	\$192.00
5928 - MAIL CREDIT ADVICE	350412	38	\$2.00	\$76.00	\$912.00
5962 - ELEC. DRAWDOWN FED REQUEST	350521	22	\$3.00	\$66.00	\$792.00
5967 - RETURNED PAYMENT INVESTIGATION	350560	1	\$0.00	\$0.00	\$0.00
5979 - ESERVE INQUIRY CONFIRMATIONS	350560	1	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>				<b>\$707.00</b>	<b>\$8,484.00</b>

**JPMORGAN ACCESS**

6040 - CLIENT MAINTENANCE	409999	1	\$0.00	\$0.00	
6041 - ACCOUNT MAINTENANCE	409999	5	\$96.60	\$483.00	\$5,796.00
6043 - TRANS REPORTED - 45 DAY	409999	452	\$0.10	\$45.20	\$542.40
6052 - CONT DISB CHECK REPORTED	409999	1,439	\$0.10	\$143.90	\$1,726.80
6053 - EXTENDED TRANSACTION DETAIL	409999	2,295	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>				<b>\$672.10</b>	<b>\$8,065.20</b>

**OTHER CHARGES AND CREDITS**

8809 - RESEARCH ADJUSTMENT CREDIT	999999	1	\$0.00	\$0.00	\$0.00
8810 - RESEARCH ADJUSTMENT DEBIT	999999	1	\$0.00	\$0.00	\$0.00
<b>Subtotal</b>				<b>\$0.00</b>	<b>\$0.00</b>

PREMIUM ASSESSMENT FEE					
35 - PREMIUM ASSESSMENT FEE	000230	1	\$186.46	\$186.46	\$2,237.52
<b>Subtotal</b>				\$186.46	\$2,237.52

RECONCILIATION SERVICES					
3209 - PARTIAL RECONCILEMENT - MAINT	200020	2	\$125.00	\$250.00	\$3,000.00
3210 - PARTIAL RECONCILIATION-PER ITM	200120	1,439	\$0.03	\$43.17	\$518.04
3262 - POSITIVE PAY MAINTENANCE	150030	2	\$0.00	\$0.00	\$0.00
3263 - EXCEPTION ITEM	150300	6	\$2.00	\$12.00	\$144.00
3291 - OUTPUT FILE	200301	20	\$10.00	\$200.00	\$2,400.00
3294 - DATA ENTRY - MANUAL	200210	6	\$2.00	\$12.00	\$144.00
3386 - IMAGE CAPTURE PER ITEM	151351	1,453	\$0.05	\$65.39	\$784.62
<b>Subtotal</b>				\$582.56	\$6,990.66

MISCELLANEOUS SERVICES					
2785 - ACH MISC FEES OR RESEARCH	251010	0	\$30.00	\$0.00	\$0.00
1306 - BRANCH CREDITS POSTED	100000	0	\$3.75	\$0.00	\$0.00
5827 - ELECTRONIC CHIP DEBIT REPAIR	350112	0	\$5.00	\$0.00	\$0.00
5890 - CHIPS CREDIT REPAIR	350310	0	\$5.00	\$0.00	\$0.00
5968 - UNEXECUTED PAYMENT	350560	0	\$30.00	\$0.00	\$0.00
3941 - DEPOSITED CHECK CANADIAN	609999	0	\$25.00	\$0.00	\$0.00
<b>Subtotal</b>				\$0.00	\$0.00

<b>Total Charge for Current Services</b>				<b>\$3,789.77</b>	<b>\$45,477.26</b>
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\* Volumes and Balances on this pro forma are estimated. Actual volumes and balances may be different, which will result in different charges than are specified above.

\*\* Denotes Service is a one-time charge and will not appear on customer statement on a monthly basis.

## **APPENDIX H**

### **SMALL BUSINESS SUBCONTRACTING PLAN**

**Applicable to the Operations of  
Brookhaven National Laboratory**

## FY2016 SMALL BUSINESS SUBCONTRACTING PLAN

Contractor: **BROOKHAVEN SCIENCE ASSOCIATES, LLC**

Address: **BROOKHAVEN NATIONAL LABORATORY**  
**P.O. Box 5000, Upton, New York 11973-5000**

Contract Number: **DE-SC0012704**

Total Amount of the Contract for the Performance Period: \$525,000,000.

Period of Contract Performance: October 1, 2015 through September 30, 2016

### I. Type of Plan

Individual Contract Plan – An Individual Contract Plan covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offer'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).

This Individual Subcontracting Plan is for FY2016. Brookhaven Science Associates, LLC (BSA) small business goals are set for each fiscal year of the Contract.

### II. Goals

- a. BSA has established separate dollar and percentage goals for small business (SB - including Alaska Native Corporations [ANC] and Indian Tribes), small disadvantaged business (SDB - including ANCs and Indian Tribes), women-owned small business (WOB), HUBZone small business (HUB), service-disabled veteran-owned small business (SDVOB) and veteran-owned small business (VOB) concerns (hereafter referred to the six small business categories) as subcontractors, as specified in FAR 19.704.

Subcontracting goals for the six small business categories (including ANCs and Indian Tribes) are defined below.

The following is an estimate of the principal types of supplies and services to be subcontracted under this Contract, and an indication of the supplies and services planned for subcontracting to the six categories of small business (including ANCs and Indian Tribes) and large business.

<b>Subcontracted Supplies/Services</b>	<b>SB</b>	<b>SDB</b>	<b>WOB</b>	<b>HUB</b>	<b>SDVOB</b>	<b>VOB</b>	<b>LB</b>
A & E	X	---	---	---	X	X	X
Construction	X	X	X	X	X	X	X
R & D	X	X	---	---	---	---	X
Services	X	X	X	X	X	X	X
Materials/Supplies	X	X	X	X	X	X	X
Electrical	X	X	X	X	X	X	X
IT (Computer)	X	X	X	X	X	X	X
Equipment (Major)	X	---	---	---	---	---	X

Note: The NAICS codes have not been included as the breadth of work subcontracted would require an extensive listing. The Small Business Liaison Officer (SBLO) will work directly with the procurement staff to ensure solicitations of small businesses (including ANCs and Indian Tribes) to the maximum extent possible.

- b. The goals for the six small business categories (including ANCs and Indian Tribes) are based on consultations with the DOE. Potential suppliers will be identified using BSA’s current vendor base, and various directories including: System for Award Management (SAM), the DOE-OSDBU Small Business Contacts Database, Women’s Chamber of Commerce, The Suffolk County Women’s Business Enterprise Coalition (SCWBEC), The Procurement Technical Assistance Center’s (PTAC) Database, the Small Business Administration-Small Business Development Center (SBA-SBDC) databases, and sharing the small business databases from the other DOE National Labs, etc. The areas to be subcontracted to each target small business group have been determined by historic references and current needs. Capabilities to provide goods and services are determined on an individual basis.
  1. The total estimated dollar value of all planned subcontracting, (to all types of business concerns) under this contract, is \$137,280,000.
  2. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) and associated dollars are applicable to the contract cited above and will be pursued on a best efforts basis consistent with good commercial practices and best value assessments:
    - (i) Small Business (SB) (including ANCs and Indian Tribes) 50% or \$68,640,000 of total planned subcontracting dollars under this contract will go to subcontractors who are small business.
    - (ii) Small Disadvantaged Business (SDB)/ 8(a) (including ANCs and Indian Tribes) 5% or \$6,864,000 of total planned subcontracting dollars under this contract will go to subcontractors who are small disadvantaged business/8(a) small businesses (including ANCs and Indian Tribes). This percentage is included in the percentage shown under 2(i) above as a subset.

- (iii) Woman-Owned Small Business (WOB) 6.5% or \$8,923,200 of total planned subcontracting dollars under this contract will go to subcontractors who are woman-owned small business. This percentage is included in the percentage shown under 2(i) above as a subset.
- (iv) Historically Underutilized Small Business (HUB) 3% or \$4,118,400 of total planned subcontracting dollars under this contract will go to subcontractors who are HUB small business. This percentage is included in the percentage shown under 2(i) above as a subset.
- (v) Service-Disabled Veteran-Owned Small Business (SDVOB) 3% or \$4,118,400 of total planned subcontracting dollars under this contract will go to subcontractors who are service-disabled veteran-owned small business. This percentage is included in the percentage shown under 2(i) above as a subset.
- (vi) Veteran-Owned Small Business (VOB) 3% or \$4,118,400 of total planned subcontracting dollars under this contract will go to subcontractors who are veteran-

BSA will ensure timely payment of amounts due pursuant to the terms of its subcontracts with the six small business concerns (including ANCs and Indian Tribes). BSA will use Small Business Set Asides to support the small business goals stated above.

c. Small Business Set-Asides Types:

1. Small Business Set-Aside (including ANCs and Indian Tribes):

Each acquisition of supplies or services with an anticipated dollar value exceeding the Micro-Purchase (\$3,000) but not over the Simplified Acquisition Threshold (\$150,000) (FAR 2.101) will be reserved exclusively for small business concerns (including ANCs and Indian Tribes) and shall be set aside for small business (including ANCs and Indian Tribes) unless there is not a reasonable expectation of obtaining offers from two or more responsible small business concerns that are competitive in terms of market prices, quality, and delivery.

2. Construction Set-Asides:

Acquisition of construction estimated to cost \$4 million or less, including new construction, and repair and alteration of structures, shall be a small business set-aside (including ANCs and Indian Tribes). For acquisition in excess of \$4 million, small business (including ANCs and Indian Tribes) will be considered on a case-by-case basis.

### III. Sole Source Procurements:

BSA may award contracts on a sole-source basis to these types of small Businesses (including ANCs and Indian Tribes):

- a. Small Business Administration (SBA) certified 8(a) small businesses (including ANCs and Indian Tribes); in accordance with FAR 19.805 (2) for purchases valued at: (A) \$6.5 million or less for 8(a) small business within North American Industry Classification System (NAICS) codes for manufacturing or \$4 million or less for small business within any other NAICS codes. There will be no limit on the anticipated value of contracts awarded on a sole-source basis to ANC; and
- b. SBA certified Historically Underutilized Small Businesses (HUB) Zone small businesses in accordance with FAR 19.1306 (2) for purchases valued at: (A) \$6.5 million or less for HUBZone small business within North American Industry Classification System (NAICS) codes for manufacturing or \$4 million or less for HUBZone small business within any other NAICS codes. There will be no limit on the anticipated value of contracts awarded on a sole-source basis to ANC; and
- c. Service-Disabled Veteran-Owned Small Business (SDVOB) small businesses in accordance with FAR 19.1406 (2) sole-source awards to service-disabled veteran-owned small business concerns for \$6 million or less for requirement within the NAICS codes for manufacturing; or \$3.5 million for a requirement within any other NAICS codes. There will be no limit on the anticipated value of contracts awarded on a sole-source basis to ANC.
- d. Set Asides to Small Business for procurements less than the Simplified Acquisition Threshold (SAT).

To further facilitate Brookhaven National Laboratory Small Business Program, BSA will, without further documentation to the file, and based on its unilateral decision, utilize the option of making awards without competition up to the simplified acquisition threshold (\$150,000) to small business concerns (including ANCs and Indian Tribes) in accordance with the Department of Energy Acquisition Guide, Chapter 19: Small Business Program - Overview; section D (Discretionary Set-Asides) dated December 2010;

- e. A Protégé under a DOE Prime Contractor Mentor-Protégé Program can be awarded a contract on a noncompetitive basis, without the need for a sole source justification for any value.
- f. Indirect costs have not been included in the dollar and percentage subcontracting goals stated above.

IV. Program Administrator

The Contractor's subcontracting program administrator is:

Name: Jill Clough-Johnston  
Title: Small Business Liaison Officer  
Address: Brookhaven National Laboratory  
Procurement & Property Management Division  
Building 902B Room 8A  
Upton, New York 11973

Telephone: (631) 344-3173

Email: [clough@bnl.gov](mailto:clough@bnl.gov)

Duties: General overall responsibility for Brookhaven Science Associates (BSA) 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 laboratory-wide policy initiatives that demonstrate BSA's support for awarding contracts and subcontracts to the six small business categories (including ANCs and Indian Tribes).
- b. Making arrangements for the utilization of various sources for the identification of the six small business categories (including ANCs and Indian Tribes) through some of the following resources: System for Award Management (SAM), the DOE-OSDBU Small Business Contacts Database, GSA Office of Small Business, Women's Chamber of Commerce Database, the Procurement Technical Assistance Center's Database, the SBA-SBDC databases, sharing the Small Business databases from the other DOE National Labs, the National Minority Business Directory, etc. This effort will be focused on identification of reliable, competitive suppliers in the areas where achieving small business goals has been a challenge.
- c. Attending or arranging for the attendance of the procurement personnel at small business opportunity workshops; seminars, trade fairs, procurement conferences, etc.
- d. Ensuring small businesses (including ANCs and Indian Tribes) are made aware of subcontracting opportunities and basic prerequisites for the preparation of a responsive bid.
- e. Conducting or arranging for training for procurement personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures.
- f. Supporting the Property and Procurement Manager (PPM) Compliance and Policy Manager in randomly reviewing procurements to ensure the maximum possible participation of the six small business categories (including ANCs and Indian Tribes).

- g. Monitoring the over \$650,000 (\$1,500,000 for construction) large business subcontractors' performance and making suggestions for the utilization of small business, where applicable, so that any adjustments necessary to achieve the subcontracting plan goals can be made.
- h. Preparing, inputting and submitting timely subcontracting reporting through the eSRS.
- i. Coordinating BSA's activities during compliance reviews by Federal agencies.
- j. Assuring the integrity of supplier information by reviewing the Representations and Certifications, ensuring that supplier NAICS codes and socioeconomic classifications are included in the descriptions of new suppliers.

V. Equitable Opportunity

BSA will ensure that small businesses (including ANCs and Indian Tribes) 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) The SBLO works with the Hauppauge Industrial Association (HIA), the Suffolk County Women's Business Enterprise Coalition (SCWBEC) and many other trade associations.
  - (ii) The SBLO also works with the: Stony Brook University/Farmingdale College Small Business Development Centers (SBDC), the LaGuardia College – Procurement Technical Assistance Program (PTAP); and Small Business Administration (SBA).
  - (iii) Potential sources will be obtained from the SAM database and other electronic medium.
  - (iv) Utilization of the Internet to obtain new sources.
- b. Internal efforts to guide and encourage purchasing personnel:
  - (i) Presenting workshops, seminars, and/or training programs including training in the use of the SAM.
  - (ii) Establishing, maintaining, and using small business source lists, guides, and other data for soliciting subcontracts, and encouraging procurement staff to utilize this data.

- (iii) Monitoring activities to evaluate compliance with the subcontracting plan.
- c. Outreach efforts to promote small business development (including ANCs and Indian Tribes), will include:
- (i) Maintaining an annual list of outreach events and activities to attend and participate in.
  - (ii) Attending DOE small business conferences and other small business seminars and trade shows where it is expected that attendance will identify potential sources to aid in reaching the small business goals.
  - (iii) Working closely with both the on and off site SBDCs and the local SBA office.
  - (iv) Networking with other Management and Operation (M&O) contractor SBLO's.
  - (v) Working closely with Stakeholder Relations and other BSA directorates on outreach efforts.
  - (vi) Providing contact information for 8(a) (including ANCs and Indian Tribes) and HUB-Zone small businesses to assist them in achieving SBA certification.
  - (vii) Maintaining an internal Small Business Policy.
  - (viii) Participating in DOE Small Business Program Manager conference calls.

## VI. Flow-Down Clauses

BSA will continue to include the provisions under FAR 52.219-8, "Utilization of Small Business Concerns", in all subcontracts that offer further subcontracting opportunities. BSA will also require all subcontractors, except small business concerns and foreign suppliers, that receive subcontracts in excess of \$650,000 (\$1,500,000 for construction) to adopt a plan that complies with the requirements of the clause at FAR 52.219-9, "Small Business Subcontracting Plan."

These plans will be reviewed against the provisions of Public Law 95-507 to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals will be determined on a case-by-case basis depending on the supplies/services involved, the availability of the six potential small business categories (including ANCs and Indian Tribes) 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.

VII. Reporting and Cooperation

BSA will (1) cooperate in any studies or surveys that may be required by the contracting agency or the Small Business Administration; (2) submit any periodic reports required under its Prime Contract, such as utilization reports, which show compliance with the subcontracting plan; (3) submit timely "Subcontracting Report for Individual Contracts," (ISR) and "Summary Subcontract Report," (SSR) in accordance with the instructions identified on the eSRS website ([www.esrs.gov](http://www.esrs.gov)); (4) and ensure that large business subcontractors with subcontracting plans provide electronic input to the eSRS as required.

<b><u>Reporting Period</u></b>	<b><u>Report Type</u></b>	<b><u>Due Date</u></b>
Oct 1 – Mar 31	ISR	04/30
Apr 1 – Sep 30	ISR	10/31
Oct 1 – Sep 30	SSR	10/31

VIII. Document Retention

Records will be maintained 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. A list of sources, guides and other data used to identify suppliers and vendors.
- b. Documents to support internal guidance and encouragement, provided to buyers through:
  - (i) Workshops, seminars, training programs
  - (ii) Monitoring of activities to evaluate compliance
- c. The procurement files for all subcontract solicitations over \$150,000 will contain AMS-Form-002 which indicates for each solicitation whether small businesses (including ANCs and Indian Tribes) were solicited, and if any of the solicited the small business concerns received a subcontract award, as well as a justification for not soliciting small businesses or failure to award a subcontract to a solicited small business.
- d. Representations and Certifications Information
  - (i) 8(a) certification approval through copies of their SBA certification letter (including ANCs and Indian Tribes).
  - (ii) Confirmation of HUB-Zone certification will be verified by searching the Dynamic Small Business Data Base (DSBS).

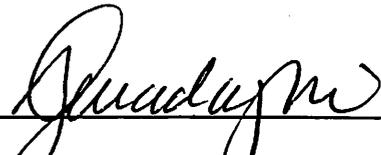
IX. Mentor-Protégé Program

BSA agrees to establish and implement an official DOE approved “Mentor-Protégé” in accordance with U.S. Department of Energy acquisition regulation (DEAR Part 19). The Small Business Liaison Officer is the individual designated to administer this program.

X. Description of Good Faith Effort

BSA intends to use all reasonable and good faith efforts (as described in this Plan) to award the stated percentages of the final actual subcontract base amount to the six small businesses concerns (including ANCs and Indian Tribes). The following steps will be taken:

- a. Issue and promulgate company-wide policy statements in support of small businesses (including ANCs and Indian Tribes). Develop written procedures and work instructions, and assign specific responsibilities regarding requirements of the applicable Public Law.
- b. Review specific procurement actions for possible acquisition from eligible small businesses (including ANCs and Indian Tribes).
- c. Demonstrate continuing management interest and involvement in support of this effort through such actions as regular reviews of progress.
- d. Train and motivate the procurement personnel regarding the need for the support of small businesses (including ANCs and Indian Tribes).
- e. Assist small businesses (including ANCs and Indian Tribes) by helping with questions on solicitations, quantities, specifications, and delivery requirements.
- f. Counsel and discuss subcontracting opportunities with small businesses (including ANCs and Indian Tribes).
- g. Execute Service Agreements, Teaming Agreements, and Basic Ordering Agreements with small business from the six qualified small business categories (including ANCs and Indian Tribes), as required, in an attempt to ensure availability and usage of subcontractor personnel to support work efforts when required.
- h. Establish and maintain a categorized list of potential subcontractors, including name, address, telephone number, email address, product/service sold, initials of the Buyer and/or Contract Specialist lead given to, and identification of the social economic small business category (including ANCs and Indian Tribes).

Signature:  Date: 9/24/15

Typed Name: Anthony Guadagni  
Title: Manager Procurement and Property Management

Approval:

Signature:  Date: 10/08/2015

Typed Name: Aundrea Clifton  
Title: Contracting Officer for the  
U.S. Department of Energy

**APPENDIX I**

**DOE Directives/List B**

**Applicable to the Operations of  
Brookhaven National Laboratory**

There is no List A to this Appendix.

List B to this Appendix contains the following:

Part I: "Directives List"

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

### Appendix I - Part I DOE DIRECTIVES LIST

DOE Directives may be found at the following address: <http://www.directives.doe.gov>

ISSUED	TYPE	NUMBER	THROUGH CHANGE	TITLE Includes Compliance Notes as Necessary
9/29/1995	Order	130.1		Budget Formulation
5/2/2001	Policy	141.1		Department of Energy Management of Cultural Resources
9/4/2008	Manual	142.2-1	Admin Chg. 1 6/27/13	Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
12/15/2006	Order	142.2A	Admin Chg. 1 6/27/13	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
10/14/2010	Order	142.3A		Unclassified Foreign Visits and Assignments Program
3/31/2014	Order	150.1A		Continuity Programs
11/2/2005	Order	151.1C		Comprehensive Emergency Management System
6/27/2007	Order	153.1		Departmental Radiological Emergency Response Assets
12/23/2008	Order	200.1A		Information Technology Management
1/7/2005	Order	203.1		Limited Personal Use of Government Office Equipment Including Information Technology
5/8/2001	Policy	205.1		Departmental Cyber Security Management Policy
5/16/2011	Order	205.1B	Admin Chg. 3 4/29/14	Department of Energy Cyber Security Program
4/17/2006	Manual	205.1-3	Admin Chg. 1 12/20/12	Telecommunication Security Manual
1/16/2009	Order	206.1		Department of Energy Privacy Program
2/19/2013	Order	206.2		Identity, Credential and Access Management (ICAM)
4/8/2011	Order	210.2A		DOE Corporate Operating Experience Program
4/19/2008	Order	221.1A		Reporting Fraud, Waste, and Abuse to the Office of Inspector General
2/25/2008	Order	221.2A		Cooperation with the Office of Inspector General
3/4/2011	Order	225.1B		Accident Investigations
8/30/2011	Order	227.1		Independent Oversight Program
6/27/2011	Order	231.1B	Admin Chg. 1 11/28/12	Environment, Safety and Health Reporting
8/30/2011	Order	232.2	Admin Chg. 1 3/12/14	Occurrence Reporting and Processing of Operations Information
12/13/2010	Order	241.1B		Scientific and Technical Information Management
3/11/2013	Order	243.1B		Records Management Program
2/2/2006	Order	243.2		Vital Records
2/23/2011	Order	252.1A	Admin Chg. 1 3/12/13	Technical Standards Program

### Appendix I - Part I DOE DIRECTIVES LIST

DOE Directives may be found at the following address: <http://www.directives.doe.gov>

ISSUED	TYPE	NUMBER	THROUGH CHANGE	TITLE Includes Compliance Notes as Necessary
11/19/2009	Order	313.1		Management and Funding of the Department's Overseas Presence
10/18/2007	Order	341.1A Parts: 1.(a- b) 2.a(1-3) 2.a(4)(a- h)		Federal Employee Health Services
2/23/2010	Order	350.1	Chg. 5 9/30/14	Contractor Human Resource Management Programs
9/29/2014	Order	350.3		Labor Standards Compliance, contractor Labor Relations, and Contractor Workforce Restructuring Programs
5/31/2011	Order	350.2B		Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington D.C. Area
4/14/2014	Policy	364.1		Health and Safety Training Reciprocity
8/17/2009	Order	410.2	Admin Chg. 1 4/10/14	Management of Nuclear Materials
4/21/2005	Order	412.1A	Admin Chg. 1 6/21/14	Work Authorization System
10/28/2008	Order	413.1B		Internal Control Program
4/19/2006	Order	413.2B	Admin Chg. 1 1/31/11	Laboratory Directed Research and Development
11/29/2010	Order	413.3B		Program and Project Management for the Acquisition of Capital Assets
4/25/2011	Order	414.1D	Admin Chg. 1 5/8/13	Quality Assurance
12/3/2012	Order	415.1	Admin Chg. 1 1/16/13	Information Technology Project Management
2/8/2011	Policy	420.1		Department of Energy Nuclear Safety Policy <b>Compliance Note:</b> Only applicable to BNL facilities categorized as Hazardous Category 1,2 or 3 nuclear facilities
12/4/2012	Order	420.1C		Facility Safety <b>Compliance Note:</b> Chapters 1, 3, and 5 are applicable to BNL facilities categorized as hazardous category 1, 2, or 3 nuclear facility is proposed by BNL and approved by DOE
7/21/2011	Order	420.2C		Safety of Accelerator Facilities

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ISSUED	TYPE	NUMBER	THROUGH CHANGE	TITLE Includes Compliance Notes as Necessary
6/29/2010	Order	422.1	Admin Chg. 1 6/25/13	Conduct of Operations <b>Compliance Note:</b> Applicable to Hazardous Category 1, 2, or 3 nuclear facilities and other facilities as defined by BSA in a Program Plan to be approved by BHSO for incorporating
4/16/2010	Order	425.1D	Admin Chg. 1 4/2/13	Verification of Readiness to Start Up or Restart Nuclear Facilities <b>Compliance Note:</b> Only applicable to BNL facilities categorized as Hazardous Category 1, 2, or 3 nuclear facilities
4/21/2010	Order	426.2	Admin Chg. 1 7/19/13	Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
11/7/2013	Policy	434.1A		Conduct and Approval of Select Agent and Toxin Work at Department of Energy Sites
7/9/1999	Order	435.1	Admin Chg. 1 8/28/01	Radioactive Waste Management
7/9/1999	Manual	435.1-1	Admin Chg. 1 6/19/01	Radioactive Waste Management Manual
5/2/2011	Order	436.1		Departmental Sustainability
11/27/2002	Order	440.2C	Admin Chg. 1 6/22/11	Aviation Management and Safety
3/7/2008	Manual	441.1-1		Nuclear Material Packaging Manual
6/6/2001	Order	442.1A		Department of Energy Employee Concerns Program
7/29/2011	Order	442.1A		Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
3/7/2011	Order	443.1B		Protection of Human Research Subjects
4/25/2011	Policy	450.4A		Integrated Safety Management Policy
7/21/2011	Order	452.8		Control of Nuclear Weapon Data
5/31/2011	Order	456.1	Admin Chg. 1 2/14/13	The Safe Handling of Unbound Engineered Nanoparticles
9/15/2005	Policy	456.1		Secretarial Policy Statement on Nanoscale Safety
2/11/2011	Order	458.1	Admin Chg. 3 1/15/13	Radiation Protection of the Public and the Environment
5/14/2010	Order	460.1C		Packaging and Transportation Safety
12/22/2004	Order	460.2A		Departmental Material Transportation and Packaging Management
6/4/2008	Manual	460.2-1A		Radioactive Material Transportation Practices Manual
11/10/2008	Order	462.1	Admin Chg. 1 7/10/13	Import and Export of Category 1 and 2 Radioactive Sources Aggregated Quantities
12/29/2010	Policy	470.1A		Safeguards and Security Program

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ISSUED	TYPE	NUMBER	THROUGH CHANGE	TITLE Includes Compliance Notes as Necessary
8/12/2008	Order	470.3B		Graded Security Protection (GPS) Policy
7/21/2011	Order	470.4B		Safeguards and Security Program
1/16/2009	Manual	470.4-4A	Admin Chg. 1 10/12/10	Information Security Manual <b>Compliance Note:</b> This Directive is cancelled by Order 471.6 except for Section D - Technical Surveillance Countermeasures which will be retained in its entirety.
6/2/2014	Order	470.5		Insider Threat Program
3/1/2010	Order	471.1B		Identification and Protection of Unclassified Controlled Nuclear Information
4/9/2003	Order	471.3	Admin Chg. 1 1/13/11	Identifying and Protecting Official Use Only Information
4/9/2003	Manual	471.3-1	Admin Chg. 1 1/13/11	Manual for Identifying and Protecting Official Use Only Information
6/20/2011	Order	471.6	Admin Chg. 2 5/15/15	Information Security <b>Compliance Note:</b> This Directive contains a Partial deletion of Manual 470.4-4A
7/27/2011	Order	472.2	Admin Chg. 1 10/8/13	Personnel Security
6/27/2011	Order	473.3		Protection Program Operations
6/27/2011	Order	474.2	Admin Chg. 3 5/15/15	Nuclear Material Control and Accountability
12/10/2004	Order	475.1		Counterintelligence Program
10/3/2014	Order	475.2B		Identifying Classified Information
12/17/2014	Policy	481.1		DOE's Policy Regarding Laboratories, Plants and Sites Engaging in Strategic Partnership Projects with Other Federal Agencies, Independent Organizations, and the Private Sector
1/3/2001	Manual	481.1-1A	Admin Chg. 1 9/28/01	Reimbursable Work for Non Federal Sponsored Process Manual
11/6/2013	Order	483.1A		DOE Cooperative Research and Development Agreements
8/17/2006	Order	484.1	Admin Chg. 2 6/30/14	Reimbursable Work for the Department of Homeland Security
11/3/2004	Order	522.1		Pricing of Departmental Materials and Services
1/6/2003	Order	534.1B		Accounting
4/2/2012	Order	551.1D	Chg. 1 (Pg.Chg.) 8/13/2015	Official Foreign Travel
3/30/2012	Order	580.1A	Admin Chg. 1 10/22/12	Department of Energy Personal Property Management Program