

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE | PAGE OF PAGES
 1 | 3

2. AMENDMENT/MODIFICATION NO. 0131	3. EFFECTIVE DATE October 26, 2018	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY SC Chicago Service Center Office of Science - Chicago U.S. Department of Energy 9800 South Cass Avenue Lemont IL 60439	CODE 892430	7. ADMINISTERED BY (If other than Item 6) Brookhaven Site Office U.S. Department of Energy 53 Bell Avenue, Building 464 Upton NY 11973	CODE 06005

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) Brookhaven Science Associates, LLC Attn: George Clark Brookhaven National Laboratory Building 460, PO Box 5000 Upton New York 11973-5000	(x)	9. A. AMENDMENT OF SOLICITATION NO.
		9. B. DATED (SEE ITEM 11)
	X	10. A. MODIFICATION OF Contract/Order NO. DE-SC0012704 10. B. DATED (SEE ITEM 13) 12/22/2014
CODE 027579460	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

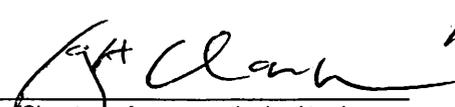
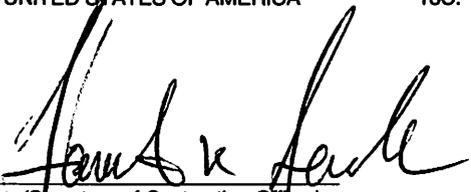
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

<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).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual agreement of the parties
<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 revise Part II, Section I – Contract Clauses, TOC; update clauses I.15, I.17B; I.18; I.20; I.32; I.33; I.60; I.88; revise Part III, Section J – List of Documents, Exhibits, Attachments, TOC; add Appendix B – Performance Evaluation and Measurement Plan; update Appendix C – Special Financial Institution Account Agreement; add Appendix H – Small Business Subcontracting Plan; replace Appendix I – DOE Directives/List B.

15A. NAME AND TITLE OF SIGNER (Type or print) George Clark Chief Financial Officer	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Fausto R. Fernandez Contracting Officer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 10/23/18	16C. DATE SIGNED 10/24/2018
 (Signature of person authorized to sign)	 (Signature of Contracting Officer)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	OF
	DE-SC0012704/0131	2	3

14. Description of Amendment/Modification (continued):

1. **Part II, Section I – Contract Clauses, Table of Contents (TOC):** Section I TOC is revised to update clauses I.15, I.17B, I.18, I.20, I.32, I.33, I.60, and I.88.

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

- a. **Clause I.17B – FAR 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018):** This clause is here by added IAW Federal Acquisition Circular (FAC) 2005-99, and Federal Register at 83 FR 28140 dated July 31, 2018.

The following clauses have been revised; replace the prior version with the updated attachments provided herein:

- a. **Clause I.15 – FAR 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2018):** This clause has been updated IAW Federal Register at 83 FR 48698 dated September 26, 2018.
- b. **Clause I.18 – FAR 52.208-8, Required Sources for Helium and Helium Usage Data (Aug 2018) (SC Alternate) (Apr 2018):** This clause has been updated IAW Federal Acquisition Circular (FAC) 2005-100, and Federal Register at 83 FR 42574 dated August 22, 2018.
- c. **Clause I.20 – FAR 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018):** This clause has been updated IAW Federal Register at 83 FR 48699 dated September 26, 2018.
- d. **Clause I.32 – FAR 52.219-8, Utilization of Small Business Concerns (Oct 2018):** This clause has been updated IAW Federal Register at 83 FR 48700 dated September 26, 2018.
- e. **Clause I.33 – FAR 52.219-9, Small Business Subcontracting Plan (Aug 2018) (Alternate IV):** This clause has been updated IAW Federal Acquisition Circular (FAC) 2005-100, and Federal Register at 83 FR 42568 dated August 22, 2018.
- f. **Clause I.60 – FAR 52.223-17, Affirmative Procurement of EPA-Designated Items in Service and Construction Contracts (Aug 2018):** This clause has been updated IAW FAC 2005-100, Register at 83 FR 42576 dated August 22, 2018.
- g. **Clause I.88 – FAR 52.244-6, Subcontracts for Commercial Items (Oct 2018):** This clause has been updated IAW FAC 2005-99, Federal Register at 83 FR 48700 dated September 26, 2018.
2. **Part III, Section J – List of Documents, Exhibits, Attachments, Table of Contents (TOC):** Section J TOC is revised to reflect the following: add Appendix B – Performance Evaluation and Measurement Plan; update Appendix C – Special Financial Institution Account Agreement; add Appendix H – Small Business Subcontracting Plan FY 2019; replace Appendix I – DOE Directives/List B.
- a. **Appendix B – Performance Evaluation and Measurement Plan:** This section is revised to add the FY 2019 Plan. See the attachment provided herein.
- b. **Appendix C – Special Financial Institution Account Agreement:** This section is revised to update Attachment A. See the attachment provided herein.
- c. **Appendix H – Small Business Subcontracting Plan:** This section is revised to add the FY 2019 Plan. See the attachment provided herein.
- d. **Appendix I – DOE Directives/List** identified as Modification No. 0120 has been revised; replace the prior version with the attached Appendix I identified as Modification No. 0131. The revisions are as follows:

SUMMARY OF DIRECTIVE CHANGES			
ORDER	TITLE	CHANGE	NOTES
P 411.2A	DOE Scientific Integrity Policy	Update	List the correct version of Appendix I for this directive.
O 413.2C Chg. 1 (Min.Chg.)	Laboratory Directed Research and Development	Update	Supersedes DOE O 413.2C.
O 420.1C, Chg. 2 (Min.Chg.)	Facility Safety	Update	Supersedes DOE O 420.1C Chg1 (Pg.Chg.)
O 522.1A	Pricing of Departmental Materials and Services	Update	Supersedes DOE O 522.1

Attachments:

- Part II, Section I – Contract Clauses
 - ❖ I.15, I.17B, I.18, I.20, I.32, I.33, I.60, I.88
- Part III, Section J – List of Documents, Exhibits, Attachments
 - ❖ Appendix B – Performance Evaluation and Measurement Plan, FY 2019
 - ❖ Appendix C – Special Financial Institution Account Agreement
 - ❖ Appendix H – Small Business Subcontracting Plan, FY 2019
 - ❖ Appendix I – DOE Directives/List B

CLAUSE I.15 – FAR 52.204-10 – REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018)

(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) (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/execomp.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.fsrs.gov> for that first tier subcontract. (The Contractor shall follow the instruction at <http://www.fsrs.gov> to report the data.)

- (i) Unique entity identifier 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.
 - (iv) 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.
 - (v) Subcontract number (the subcontract number assigned by the Contractor).
 - (vi) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.
 - (vii) 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.fsrs.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 the FPDS database. If FPDS information is incorrect, the contractor should notify the contracting officer. If the SAM information is incorrect, the contractor is responsible for correcting this information.

**CLAUSE I.17B – FAR 52.204-23 – PROHIBITION ON CONTRACTING FOR
HARDWARE, SOFTWARE, AND SERVICES DEVELOPED OR
PROVIDED BY KASPERSKY LAB AND OTHER COVERED
ENTITIES (JUL 2018)**

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

Covered article means any hardware, software, or service that—

- (1) Is developed or provided by a covered entity;
- (2) Includes any hardware, software, or service developed or provided in whole or in part by a covered entity; or
- (3) Contains components using any hardware or software developed in whole or in part by a covered entity.

Covered entity means—

- (1) Kaspersky Lab;
- (2) Any successor entity to Kaspersky Lab;
- (3) Any entity that controls, is controlled by, or is under common control with Kaspersky Lab; or
- (4) Any entity of which Kaspersky Lab has a majority ownership.

(b) *Prohibition.* Section 1634 of Division A of the National Defense Authorization Act for Fiscal Year 2018 (Pub. L. 115-91) prohibits Government use of any covered article. The Contractor is prohibited from—

- (1) Providing any covered article that the Government will use on or after October 1, 2018; and
- (2) Using any covered article on or after October 1, 2018, in the development of data or deliverables first produced in the performance of the contract.

(c) *Reporting requirement.*

- (1) In the event the Contractor identifies a covered article provided to the Government during contract performance, or the Contractor is notified of such by a subcontractor at any tier or any other source, the Contractor shall report, in writing, to the Contracting Officer or, in the case of the Department of Defense, to the website at <https://dibnet.dod.mil>. For

indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

- (2) The Contractor shall report the following information pursuant to paragraph (c)(1) of this clause:
 - (i) Within 1 business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; brand; model number (Original Equipment Manufacturer (OEM) number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - (ii) Within 10 business days of submitting the report pursuant to paragraph (c)(1) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of a covered article, any reasons that led to the use or submission of the covered article, and any additional efforts that will be incorporated to prevent future use or submission of covered articles.
- (d) *Subcontracts.* The Contractor shall insert the substance of this clause, including this paragraph (d), in all subcontracts, including subcontracts for the acquisition of commercial items.

CLAUSE I.18 - FAR 52.208-8 - REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (AUG 2018) (SC ALTERNATE) (APR 2018)

(a) *Definitions.*

Bureau of Land Management, as used in this clause, means the Department of the Interior, Bureau of Land Management, Amarillo Field Office, Helium Operations, located at 801 South Fillmore Street, Suite 500, Amarillo, TX 79101-3545.

Federal helium supplier means a private helium vendor that has an in-kind crude helium sales contract with the Bureau of Land Management (BLM) and that is on the BLM Amarillo Field Office's Authorized List of Federal Helium Suppliers available via the Internet at <https://www.blm.gov/programs/energy-and-minerals/helium/partners>.

Major helium requirement means an estimated refined helium requirement greater than 200,000 standard cubic feet (scf) (measured at 14.7 pounds per square inch absolute pressure and 70 degrees Fahrenheit temperature) of gaseous helium or 7510 liters of liquid helium delivered to a helium use location per year.

(b) *Requirements—*

- (1) Contractors must purchase major helium requirements from Federal helium suppliers, to the extent that supplies are available.
- (2) The Contractor shall provide to the Contracting Officer the following data within 45 days after the Contractor or subcontractor receives a delivery of helium from a Federal helium supplier—
 - (i) The name of the supplier;
 - (ii) The amount of helium purchased;
 - (iii) The delivery date(s); and
 - (iv) The location where the helium was used.

(c) *Subcontracts.* The Contractor shall insert this clause, including this paragraph (c), in any subcontract or order that involves a major helium requirement.

**CLAUSE I.20 – FAR 52.209-9 – UPDATES OF PUBLICLY AVAILABLE
INFORMATION REGARDING RESPONSIBILITY MATTERS
(OCT 2018)**

- (a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management via <https://www.sam.gov>.
- (b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIIS consist of two segments—
 - (1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by—
 - (i) Government personnel and authorized users performing business on behalf of the Government; or
 - (ii) The Contractor, when viewing data on itself; and
 - (2) The publicly-available segment, to which all data in the non-public segment of FAPIIS is automatically transferred after a waiting period of 14 calendar days, except for--
 - (i) Past performance reviews required by subpart 42.15;
 - (ii) Information that was entered prior to April 15, 2011; or
 - (iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.
- (c) The Contractor will receive notification when the Government posts new information to the Contractor's record.
 - (1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the

releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIIS.

- (2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.
 - (3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIIS on or after April 15, 2011, except past performance reviews, will be publicly available.
- (d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

**CLAUSE I.32 – FAR 52.219-8 - UTILIZATION OF SMALL BUSINESS CONCERNS
(OCT 2018)**

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

"HUBZone small business concern" means a small business concern, certified by the Small Business Administration, that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

"Service-disabled veteran-owned small business concern"—

(1) Means a small business concern—

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

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

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

"Small disadvantaged business concern, consistent with 13 CFR 124.1002," means a small business concern under the size standard applicable to the acquisition, that--

- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by--
 - (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

- (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Veteran-owned small business concern” means a small business concern—

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

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

- (1) That is at least 51 percent owned by one or more women, or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

- (b) It is the policy of the United States that small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns shall have the maximum practicable opportunity to participate in performing contracts let by any Federal agency, including contracts and subcontracts for subsystems, assemblies, components, and related services for major systems. It is further the policy of the United States that its prime contractors establish procedures to ensure the timely payment of amounts due pursuant to the terms of their subcontracts with small business concerns, veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns, and women-owned small business concerns.
- (c) The Contractor hereby agrees to carry out this policy in the awarding of subcontracts to the fullest extent consistent with efficient contract performance. The Contractor further agrees to cooperate in any studies or surveys as may be conducted by the United States Small Business Administration or the awarding

agency of the United States as may be necessary to determine the extent of the Contractor's compliance with this clause.

(d)

- (1) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.
- (2) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.
 - (i) The subcontractor is registered in SAM; and
 - (ii) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.
- (3) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.
- (4) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.
- (5) The Contractor shall confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern by accessing the System for Award Management or by contacting the SBA. Options for contacting the SBA include—
 - (i) HUBZone small business database search application Web page at http://dsbs.sba.gov/dsbs/search/dsp_searchhubzone.cfm ;
or <http://www.sba.gov/hubzone>;

- (ii) In writing to the Director/HUB, U.S. Small Business Administration, 409 3rd Street, SW., Washington DC 20416; or
- (iii) The SBA HUBZone Help Desk at hubzone@sba.gov.

**CLAUSE I.33 – FAR 52.219-9 – SMALL BUSINESS SUBCONTRACTING PLAN
(AUG 2018) (ALTERNATE IV)**

- (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 subcontracting 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 subcontracting plan means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be

incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

Reduced payment means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

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.

Total contract dollars means the final anticipated dollar value, including the dollar value of all options.

Untimely payment means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

(c)

(1) The Contractor, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Contractor is submitting an individual subcontracting plan, the plan shall 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 subcontracting plan shall be incorporated into the contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. The subcontracting plan does not apply retroactively.

(2)

(i) The prime Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

- (ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if—
 - (A) The subcontractor is registered in SAM; and
 - (B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.
 - (iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.
 - (iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.
- (d) The Contractor's subcontracting plan shall include the following:
- (1) Separate goals, expressed in terms of total dollars subcontracted and as a percentage 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. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Contractor 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 concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and
 - (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 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 subcontracting plan; or the Contractor'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, 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). The Contractor 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 Contractor 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 Contractor who will administer the Contractor's subcontracting program, and a description of the duties of the individual.
- (8) A description of the efforts the Contractor 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 Contractor will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Contractor 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 subcontracting plan that complies with the requirements of this clause.
- (10) Assurances that the Contractor 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 Contractor with the subcontracting plan;
 - (iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for an indefinite-delivery, indefinite-quantity contract with an individual subcontracting plan where the contract is intended for use by multiple agencies;
 - (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with 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 SBA 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;
- (v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;
 - (vi) Provide its prime contract number, its unique entity identifier, and the email address of the Contractor'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
 - (vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the email 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 Contractor'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 the simplified acquisition threshold, 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, service-disabled veteran-owned, 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 Contractor to the Government, including the

name, address, and business size of each subcontractor.
Contractors having commercial plans need not comply with this requirement.

- (12) Assurances that the Contractor will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the proposal for the modification, in the same or greater scope, amount, and quality used in preparing and submitting the modification proposal. Responding to a request for a quote does not constitute use in preparing a proposal. The Contractor used a small business concern in preparing the proposal for a modification if—
- (i) The Contractor identifies the small business concern as a subcontractor in the proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
 - (ii) The Contractor used the small business concern's pricing or cost information or technical expertise in preparing the proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work when the modification is executed.
- (13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.
- (14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the contracting officer any material matter pertaining to the payment to or utilization of a subcontractor.
- (15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

**CLAUSE I.60 – FAR 52.223-17 – AFFIRMATIVE PROCUREMENT OF EPA-
DESIGNATED ITEMS IN SERVICE AND CONSTRUCTION
CONTRACTS (AUG 2018)**

- (a) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
- (1) Competitively within a timeframe providing for compliance with the contract performance schedule;
 - (2) Meeting contract performance requirements; or
 - (3) At a reasonable price.
- (b) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>. The list of EPA-designated items is available at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

CLAUSE I.88 – FAR 52.244-6 - SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2018)

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

Commercial item and *commercially available off-the-shelf item* have the meanings contained in 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017).
- (iv) 52.204-21, Basic Safeguarding of Covered Contractor Information Systems (JUN 2016), other than subcontracts for commercially available off-the-shelf items, if flow down is required in accordance with paragraph (c) of FAR clause 52.204-21.
- (v) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (JUL 2018) (Section 1634 of Pub. L. 115-91).

- (vi) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (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.
- (vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- (viii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (ix) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212(a));
- (x) 52.222-36, Equal Opportunity for Workers with Disabilities (July 2014) (29 U.S.C. 793).
- (xi) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).
- (xii) 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.
- (xiii)
 - (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).
- (xiv) 52.222-55, Minimum Wages under Executive Order 13658 (DEC 2015), if flowdown is required in accordance with paragraph (k) of FAR clause 52.222-55.
- (xv) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706), if flow down is required in accordance with paragraph (m) of FAR clause 52.222-62.
- (xvi)
 - (A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a) if flow down is required in accordance with 52.224-3(f).

- (B) Alternate I (JAN 2017) of 52.224-3, if flow down is required in accordance with 52.224-3(f) and the agency specifies that only its agency-provided training is acceptable).
- (xvii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xviii) 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.
- (xix) 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.



U.S. DEPARTMENT OF ENERGY

AND

BROOKHAVEN SCIENCE ASSOCIATES, LLC

APPENDIX B

**PERFORMANCE EVALUATION AND
MEASUREMENT PLAN**

FISCAL YEAR 2019

BROOKHAVEN NATIONAL LABORATORY

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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, 2018, through September 30, 2019. 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.

I. DETERMINING THE CONTRACTOR'S PERFORMANCE RATING, AND PERFORMANCE-BASED FEE AND AWARD TERM ELIGIBILITY (as applicable)

The FY 2019 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), Contractor/Laboratory Leadership, 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
Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0

Figure 1. FY 2019 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 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 weighted final S&T and weighted final 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	Weight¹		
1.0 Mission Accomplishment				
2.0 Design, Fabrication, Construction and Operation of Research Facilities				
3.0 Science and Technology Program Management		25%		
Initial S&T Score				

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

¹ 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; however, a minimum weight of 30% for Goal 1.0 is required regardless of program distribution. 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%		
Initial M&O Score				

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		
Final S&T Score				
Initial M&O Score		0.75		
Goal 4.0		0.25		
Final M&O Score				

Table C. 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 2019 as calculated within Table D.

Overall Final Score for either S&T or M&O from Table C.	Percent S&T Fee Earned	M&O Fee Multiplier
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		

Overall Final Score for either S&T or M&O from Table C.	Percent S&T Fee Earned	M&O Fee Multiplier
3.1		
3.0	88%	95%
2.9		
2.8		
2.7	85%	90%
2.6		
2.5		
2.4	75%	85%
2.3		
2.2		
2.1		
2.0	50%	75%
1.9		
1.8		
1.7	0%	60%
1.6		
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

Overall Fee Determination	
Percent S&T Fee Earned	
M&O Fee Multiplier	x
Overall Earned Performance-Based Fee	

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 modified to provide for a five-level adjectival grading system with associated levels of available fee.¹ SC has addressed the FAR Part 16 language by mapping its standard numerical scores and associated fee determinations to the FAR Adjectival Rating System, as noted in Figure 4.

¹ See Policy Flash 2010-05, *Federal Acquisition Circular 2005-37*.

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

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

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 2019.

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 (or other relevant supporting agencies') 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 2019.

- 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 Workforce Development for Teachers and Scientists (WDTS)
- Office of Defense Nuclear Nonproliferation (DNN)
- 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 2019 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 (or other customer) 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"> • 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. • S&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. • S&T conducted at the Laboratory provided major advances that significantly accelerate DOE or other customer mission(s).
A	In addition to satisfying the conditions for B+ <ul style="list-style-type: none"> • 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. • All areas of S&T conducted at the Laboratory are of exceptional or outstanding merit and quality. • S&T conducted at the Laboratory has significant positive impact to DOE or other customer missions.
A-	In addition to satisfying the conditions for B+ <ul style="list-style-type: none"> • There are <i>important examples</i> where the Laboratory exceeded the expectations of the proposed research plans. • Significant areas of S&T conducted at the Laboratory are of exceptional or outstanding merit and quality. • S&T conducted at the Laboratory significantly impact DOE or other customer missions.
B+	The Laboratory has achieved each of the following objectives: <ul style="list-style-type: none"> • The Laboratory has successfully executed proposed research plans. • S&T conducted at the Laboratory are of high scientific merit and quality • S&T conducted at the Laboratory advance DOE or other customer missions.

Letter Grade	Definition
B	<ul style="list-style-type: none"> • The Laboratory has successfully executed proposed research plans. • S&T conducted at the Laboratory <i>advance</i> DOE or other customer missions. BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons: <ul style="list-style-type: none"> • S&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>
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"> • 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&T conducted at the Laboratory <i>does little to advance</i> DOE or other customer missions. • <i>Significant areas of S&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>
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"> • <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&T conducted at the Laboratory <i>failed to contribute to</i> DOE or other customer missions. • <i>Significant areas of S&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>
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"> • <i>Multiple program elements</i> at 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> • <i>Multiple significant areas of S&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> • S&T conducted at the Laboratory <i>failed to contribute to</i> DOE or other customer missions.
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"> • <i>Multiple program elements</i> at the Laboratory <i>failed to deliver</i> on proposed research plans <i>using available resources resulting in total termination of funding.</i> • <i>Multiple significant areas of S&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> • S&T conducted at the Laboratory <i>failed to contribute to</i> DOE or other customer missions.

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, SC and/or other customer activities; and
- Extent to which Laboratory staff members contribute thoughtful and thorough peer reviews and other research assessments as requested by DOE, SC or other supporting customers.

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"> • 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>; • Laboratory staff members have <i>leadership positions</i> in DOE and/or in other supporting agency’s sponsored workshops and strategic planning activities, for example, Laboratory staff members chair or co-chair DOE-sponsored or other supporting agency-sponsored workshops and strategic planning activities. • 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 and/or other supporting agency’s 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> • Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.

Letter Grade	Definition
A	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> 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>; Laboratory staff members have <i>leadership positions</i> in DOE and/or in other supporting agency's sponsored workshops and strategic planning activities. 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 or other supporting agency's mission needs and <i>the Laboratory has a strong recognized role in setting priorities and driving the direction in key research areas</i>. Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.
A-	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> 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>; Laboratory staff members have <i>leadership positions</i> in DOE and/or other supporting agency's sponsored workshops and strategic planning activities. 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 or other supporting agency's mission needs. Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.
B ⁺	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> Laboratory staff members are <i>active participants</i> in professional organizations, committees, and activities, and take on leadership responsibilities commensurate with experience and expertise. Laboratory staff members are <i>active participants</i> in DOE and/or other supporting agency's sponsored workshops and strategic planning activities and. Laboratory staff members contribute thoughtful thorough peer review in a timely manner, when requested by DOE or other supporting agencies. The Laboratory program consistently provides competitive proposals that challenge convention and open new avenues for research that are well aligned with DOE or other supporting agency's mission needs. Laboratory staff are <i>active participants</i> in multi-institutional research collaborations
B	<ul style="list-style-type: none"> Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE and/or other supporting agencies. The Laboratory program consistently provides competitive proposals that challenge convention and open new avenues for research that are well aligned with DOE and/or other supporting agency's mission needs. <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"> 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>. Although <i>regular participants</i> in DOE and/or other supported agency's 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>. Although <i>active members of</i> 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>.

Letter Grade	Definition
B-	<ul style="list-style-type: none"> Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE or other supporting agencies. <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"> The Laboratory program submits competitive proposals <i>but these either lack innovation or are not well aligned with DOE or other supporting agency’s mission needs.</i> 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> Laboratory staff are <i>infrequent participants</i> in DOE or other supported agency’s 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> 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>
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"> Laboratory staff members <i>do not reliably</i> contribute thoughtful and thorough peer review in a timely manner, when requested by DOE or other supporting agencies. <i>Some areas of research, previously supported, are no longer competitive.</i> 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> Laboratory staff members are <i>infrequent participants</i> in DOE or other supported agency’s 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> 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>
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

- BES:** Efficiently stand up the “Molten Salts in Extreme Environments” Energy Frontier Research Center and deliver impactful science, as measured by the FY 2019 management review and annual report, research publications and highlights, and participation in periodic conference calls and the July 2019 EFRC PI Meeting. (Objective 1.1)
- HEP:** By February 2019 the lab should provide specific responses (including action plans as appropriate) to the lab-specific recommendations provided in both the 2018 BNL Institutional Review and the 2018 HEP comparative reviews of the General Accelerator R&D, Intensity Frontier, and Theoretical Research programs. (Objective 1.1)

Program Office²	Letter Grade	Numerical Score	Weight	Overall Score
Office of Advanced Scientific Computing Research				
1.1 Impact			50%	
1.2 Leadership			50%	
Overall ASCR Total				
Office of Basic Energy Sciences				
1.1 Impact			50%	
1.2 Leadership			50%	
Overall BES Total				
Office of Biological and Environmental Research				
1.1 Impact			60%	
1.2 Leadership			40%	
Overall BER Total				
Office of High Energy Physics				
1.1 Impact			50%	
1.2 Leadership			50%	
Overall HEP Total				
Office of Nuclear Physics				
1.1 Impact			50%	
1.2 Leadership			50%	
Overall NP Total				
Office of Defense Nuclear Nonproliferation				
1.1 Impact			67%	
1.2 Leadership			33%	
Overall DNN Total				
Office of Workforce Development for Teachers and Scientists				
1.1 Impact			80%	
1.2 Leadership			20%	
Overall NE Total				
Nuclear Regulatory Commission				
1.1 Impact			50%	
1.2 Leadership			50%	
Overall NRC Total				

Table 1.1 – Program Performance Goal 1.0 Score Development

Program Office²	Letter Grade	Numerical Score	Funding Weight (cost)	Overall Weighted Score
Office of Advanced Scientific Computing 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 Workforce Development for Teachers and Scientists				
Nuclear Regulatory Commission				
Performance Goal 1.0 Total				

² 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.

Table 1.2 – Overall Performance Goal 1.0 Score Development³

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

Table 1.3 – Goal 1.0 Final Letter Grade

³ 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 2019.

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 2019.

- 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 2019 as compared to the total cost for those remaining HQ Program Offices.

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+	In addition to satisfying all conditions for B+; the Laboratory <i>exceeds expectations</i> in <i>all</i> of these categories: <ul style="list-style-type: none"> • The Laboratory is recognized by the research community as the leader for making the science case for the acquisition; • The Laboratory takes the initiative to demonstrate and thoroughly document the potential for transformational scientific advancement. • Approaches proposed by the Laboratory are widely regarded as innovative, novel, comprehensive, and potentially cost-effective. • 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. • 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.

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"> • The Laboratory is recognized by the research community as a leader for making the science case for the acquisition; • The Laboratory takes the initiative to demonstrate the potential for revolutionary scientific advancement working in partnership with HQ • 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.
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"> • The approaches proposed by the Laboratory are widely regarded as innovative, novel, comprehensive, and potentially cost-effective • 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.
B+	The Laboratory has achieved each of the following objectives: <ul style="list-style-type: none"> • 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). • Documentation requested by the programs is provided in a timely and thorough manner. • 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. • The Laboratory solves problems and addresses issues to avoid adverse impacts to the project.
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 413.3B, or its successor version;
- 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"> • 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;
A	<p>In addition to satisfying all conditions for B+,</p> <ul style="list-style-type: none"> • 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; • 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. • Reviews identify environment, safety and health practices to be <i>exemplary</i>. • There is high confidence throughout the execution phase that the project will meet its cost/schedule performance baseline;
A-	<p>In addition to satisfying all conditions for B+,</p> <ul style="list-style-type: none"> • 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; • Problems are identified and corrected by the Laboratory promptly, with no impact on scope, cost or schedule • 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. • Reviews identify environment, safety and health practices to <i>exceed expectations</i>. • There is high confidence throughout the execution phase that the project will meet its cost/schedule performance baseline;
B+	<p>The Laboratory has achieved each of the following objectives</p> <ul style="list-style-type: none"> • The project meets CD-2 performance measures; • The Laboratory provides sustained leadership and commitment to environment, safety and health; • Reviews regularly recognize the Laboratory for being proactive in the management of the execution phase of the project; • To a large extent, problems are identified and corrected by the Laboratory with little, or no impact on scope, cost or schedule; • DOE is kept informed of project status on a regular basis; reviews regularly indicate project is expected to meet its cost/schedule performance baseline.
B	<p>The Laboratory provides sustained leadership and commitment to environment, safety and health BUT</p> <ul style="list-style-type: none"> • The project fails to meet expectations in <i>one</i> of the remaining areas listed under B+.
B-	<p>The Laboratory provides sustained leadership and commitment to environment, safety and health BUT</p> <ul style="list-style-type: none"> • The project fails to meet expectations in <i>several</i> of the areas listed under B+
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"> • Reviews indicate project remains at risk of breaching its cost/schedule performance baseline; • Reports to DOE can vary in degree of completeness
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"> • Reviews indicate project is likely to breach its cost/schedule performance baseline; • Laboratory commitment to environment, safety and health issues is inadequate; • Reports to DOE are largely incomplete; Laboratory commitment to the project has subsided.
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"> • Laboratory falsifies data during project execution phase; • Shows disdain for executing the project within minimal standards for environment, safety or health, • Fails to keep DOE informed of project status; • Recent reviews indicate that the project is expected to breach its cost/schedule performance baseline.

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+	<p>In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are also met</p> <ul style="list-style-type: none"> • 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; • 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; • Data on environment, safety, and health continues to be exemplary and widely regarded as among the ‘best in class’ • The Laboratory took extraordinary means to deliver an extraordinary result for the users and the program in the performance/ review period.
A	<p>In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are also met</p> <ul style="list-style-type: none"> • 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; • 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; • Data on environment, safety, and health continues to be <i>exemplary</i> and widely regarded as among the ‘best in class.’
A-	<p>In addition to satisfying all conditions for B+, <i>one</i> of the following conditions is met:</p> <ul style="list-style-type: none"> • 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; • 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;
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> • 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.), • The schedule and the costs associated with the ramp-up to steady state operations occur as planned; • Data on environment, safety, and health continues to be very good as compared with other projects in the DOE. • User surveys meet program expectations and reflect that the Laboratory is responsive to user needs.
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+.
C	<p>Performance of the facility fails to meet expectations in <i>many</i> of the areas listed under B+; for example,</p> <ul style="list-style-type: none"> • 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. • The facility operates at steady state, on cost and on schedule, but the reliability of performance is somewhat below planned values, <u>or</u> the facility operates at steady state, but the associated schedule and costs exceed planned values. • Commitment to environment, safety, and health is satisfactory.

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

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+	<p>In addition to meeting all measures under A,</p> <ul style="list-style-type: none"> The Laboratory took extraordinary means to deliver an extraordinary result for a new user community.
A	<p>In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are met</p> <ul style="list-style-type: none"> An <i>aggressive</i> outreach programs is in place and has been documented as attracting new communities to the facility; 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.
A-	<p>In addition to satisfying all conditions for B+, all of the following conditions are met</p> <ul style="list-style-type: none"> A <i>strong</i> outreach program is in place; 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.

Letter Grade	Definition
B ⁺	The Laboratory has achieved each of the following objectives: <ul style="list-style-type: none"> • Reviews find / validate that the facility is being used for influential science; • The scope of facility capabilities is challenged and broadened by resident users; • The Laboratory effectively manages user allocations; • The Laboratory effectively maintains the facility to required performance standards (for example, runtime, luminosity, etc.) • A healthy outreach program is in place.
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

- **HEP:** By December 2018, provide an operations plan that will support at least 3 training quenches/per day five days a week. Include in the operations plan a tracking methodology that will identify when the facility is idle and why it idle. Specifically, identify/hire additional cryo operators needed to meet the goal of 3 training quenches per day for 5 days per week as soon as possible and agree on a cost sharing plan with project management of HL-LHC AUP. (Objective 2.1)

Program Office⁴	Letter Grade	Numerical Score	Weight	Overall Score
Office of Basic Energy Sciences				
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			45%	
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			55%	
Overall BES Total				
Office of Biological and Environmental Research				
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				
Office of High Energy Physics				
2.1 Provide Effective Facility Design(s)			40%	
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			20%	
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			0%	
Overall HEP Total				
Office of Nuclear Physics				
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%	
Overall NP Total				

Table 2.1 – Program Performance Goal 2.0 Score Development

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

Table 2.2 – Overall Performance Goal 2.0 Score Development⁵

⁴ 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.

⁵ 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 2019.

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

Table 2.3 – Goal 2.0 Final Letter Grade

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 2019 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 Workforce Development for Teachers and Scientists (WDTS)
- 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 2019 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 or other supporting agency’s 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"> • <i>Most</i> of the Laboratory’s core competencies are recognized as world leading; • The Laboratory has attracted and retained world-leading scientists in <i>most</i> programs; • There is evidence that previous decisions to pursue high-risk/high-payoff research proved to be correct and are paying off; • 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 or other supporting agency’s missions.

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 the following:</p> <ul style="list-style-type: none"> • <i>Several</i> of the Laboratory’s core competencies are recognized as world leading; • The Laboratory has attracted and retained world-leading scientists in <i>several</i> programs; • There is evidence that previous decisions to pursue high-risk/high-payoff research proved to be correct and are paying off • 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 or other supporting agency’s missions.
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"> • At least one of the Laboratory’s core competencies is recognized as <i>world-leading</i>; • The Laboratory has attracted and retained <i>world-leading</i> scientists in one or more programs; • The Laboratory has a coherent plan for addressing future workforce challenges.
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"> • 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. • The Laboratory has demonstrated the ability to attract and retain professional scientific staff in support of its strategic vision. • The portfolio of Laboratory research balances the needs for both high-risk/ high-payoff research and stewardship of mission-critical research. • The Laboratory’s research portfolio takes advantage of unique capabilities at the Laboratory. • The Laboratory’s research portfolio includes activities for which the Laboratory is uniquely capable.
B	<p>The Laboratory fails to satisfy one of the conditions for B+; for example</p> <ul style="list-style-type: none"> • The Laboratory’s strategic plan is only <i>partially</i> coherent and is not entirely well-connected with external communities; • The portfolio of Laboratory research does <i>not</i> appropriately balance high-risk/ high-payoff research and stewardship of mission-critical research; • The Laboratory has developed and maintained <i>some, but not all</i>, of its core competencies. • The plan to attract and retain professional scientific staff is <i>lacking</i> strategic vision.
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"> • Weak programmatic vision insufficiently connected with external communities; • Development and maintenance of only a few core competencies • Little attention to maintaining the correct balance between high-risk and mission-critical research; • Inability to attract and retain talented scientists in some programs.
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"> • The Laboratory’s strategic plan lacks strategic vision and lacks appropriate coordination with appropriate stakeholders including external research groups. • The Laboratory’s strategic plan does not provide for sufficient maintenance of core competencies • Plan to attract and retain professional scientific staff is unlikely to be successful or does not focus on strategic capabilities.
D	<p>The Laboratory fails to satisfy <i>several</i> of the conditions for B+, and specifically</p> <ul style="list-style-type: none"> • The Laboratory has demonstrated little effort in developing a strategic plan. • The Laboratory has done little to develop and maintain core competencies • The Laboratory has had minimal success in attracting and retaining professional scientific staff.

Letter Grade	Definition
F	The Laboratory has: <ul style="list-style-type: none"> • Made limited or ineffective attempts to develop a strategic plan; • 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; • Failed to attract even reasonably competent scientists and technical staff.

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

Letter Grade	Definition
A-	<p>In addition to satisfying the conditions for B+,</p> <ul style="list-style-type: none"> • The Laboratory’s implementation of project/program/facility plans has led directly to effective R&D programs/facility operations that exceed program expectations in <i>more than one</i> programmatic area. Examples of performance that exceeds expectations include: • The Laboratory’s implementation of project/program/facility plans has led directly to significant cost savings and/or significantly higher productivity than expected; • Project/program/facility plans prove to be robust against changing scientific and fiscal conditions through contingency planning; • 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; • The Laboratory’s proposals for new initiatives are funded through reallocation of resources from less effective programs. • Research plans and management actions are proactive, not reactive, as evidenced by making hard decisions and taking strong actions; and • Management is prepared for budget fluctuations and changes in DOE or other supporting agency’s program priorities – multiple contingencies are planned for; and • 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 or other relevant supporting agency’s initiatives and/or national emergencies.
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> • Project/program/facility plans exist for all major projects/programs/facilities. • Project/program/facility plans are consistent with known budgets, are based on reasonable assessments of technical risk, are well-aligned with DOE or other relevant supporting agency’s interests, provide sufficient flexibility to respond to unforeseen directives and opportunities, and effectively leverage other Laboratory resources and expertise. • The Laboratory has implemented the project/program/facility plans and has effective methods of tracking progress. • 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.). • The Laboratory’s implementation of project/program/facility plans has led directly to effective R&D programs/facility operations. • LDRD investments and other overhead funds are managed appropriately.
B	<ul style="list-style-type: none"> • Project/program/facility plans exist for all major projects/programs/facilities. • The Laboratory has implemented the project/program/facility plans. <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"> • Project/program/facility plans exist for all major projects/programs/facilities. • The Laboratory has implemented the project/program/facility plans. <p>BUT the Laboratory fails to meet <i>several of</i> the conditions for B+.</p>
C	<ul style="list-style-type: none"> • Project/program/facility plans exist for most major projects/programs/facilities. <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"> • Project/program/facility plans do not exist for a significant fraction of the Laboratory’s major projects/programs/facilities; OR • Significant work at the Laboratory is not in alignment with the project/program/facility plans
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"> • 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 or other relevant supporting agency’s mission objectives
A	In addition to satisfying the conditions for B+, the Laboratory also meets all of the following: <ul style="list-style-type: none"> • Laboratory management has instilled a culture throughout the lab that emphasizes good communication practices; • Communication channels are well-defined and information is effectively conveyed; • 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; • 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.
A-	In addition to satisfying the conditions for B+, <ul style="list-style-type: none"> • Laboratory management has instilled a culture throughout the lab that emphasizes good communication practices; • Responses to requests for information are prompt, thorough, and economical/succinct at all levels of interaction; • Laboratory representatives <i>often</i> initiate communication with HQ on emerging Laboratory issues; and • under critical circumstances, essential information is delivered in real-time
B+	The Laboratory has achieved each of the following objectives: <ul style="list-style-type: none"> • Staff throughout the Laboratory organization engage in good communication practices; • Responses to requests for information are prompt and thorough; • The accuracy and integrity of the information provided is never in doubt; • Up-to-date point-of-contact information is widely available for all programmatic areas; and • Headquarters is always and promptly informed of both positive and negative events at the Laboratory
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: <p>Responses to requests for information do not provide the minimum requirements to meet HQ needs;</p> <ul style="list-style-type: none"> • While the integrity of the information provided is never in doubt, its accuracy sometimes is; • Laboratory representatives do not take the initiative to alert HQ to emerging Laboratory issues.

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

Notable Outcomes

- **BER:** Given the recent commitments towards building a Cryo-EM, capability at BNL, develop a strategic plan to manage, engage and attract the BER research community and the broader scientific community to utilize the new capability. (Objective 3.1)
- **HEP:** As part of the response to the HEP Institutional Review, BNL management should articulate an externally reviewed vision by March 2019 for the future of BNL HEP that builds on the multi-program capabilities of the lab as well as the particular expertise and leadership of lab staff. (Objective 3.2)

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

⁶ 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.

Office of Biological and Environmental Research				
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				
Office of High Energy Physics				
3.1 Effective and Efficient Strategic Planning and Stewardship			30%	
3.2 Project/Program /Facilities Management			40%	
3.3 Communications and Responsiveness			30%	
Overall HEP Total				
Office of Nuclear Physics				
3.1 Effective and Efficient Strategic Planning and Stewardship			35%	
3.2 Project/Program /Facilities Management			35%	
3.3 Communications and Responsiveness			30%	
Overall NP Total				
Office of Defense Nuclear Nonproliferation				
3.1 Effective and Efficient Strategic Planning and Stewardship			40%	
3.2 Project/Program /Facilities Management			35%	
3.3 Communications and Responsiveness			25%	
Overall DNN Total				
Office of Workforce Development for Teachers and Scientists				
3.1 Effective and Efficient Strategic Planning and Stewardship			20%	
3.2 Project/Program /Facilities Management			50%	
3.3 Communications and Responsiveness			30%	
Overall NE Total				
Nuclear Regulatory Commission				
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 Computing 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 Workforce Development for Teachers and Scientists				
Nuclear Regulatory Commission				
Performance Goal 3.0 Total				

Table 3.2 – Overall Performance Goal 3.0 Score Development⁷

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

Table 3.3 – Goal 3.0 Final Letter Grade

⁷ 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 2019.

Attachment I

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

	ASCR	BER	BES	HEP	NP	WDTS
	Weight	Weight	Weight	Weight	Weight	Weight
Goal 1.0 Mission Accomplishment						
1.1 Impact	50%	60%	50%	50%	50%	80%
1.2 Leadership	50%	40%	50%	50%	50%	20%
Goal 2.0 Design, Fabrication, Construction and Operation of Facilities						
2.1 Design of Facility (the initiation phase and the definition phase, i.e. activities leading up to CD-2)	0%	0%	0%	40%	0%	0%
2.2 Construction of Facility / Fabrication of Components (execution phase, Post CD-2 to CD-4)	0%	0%	0%	40%	0%	0%
2.3 Operation of Facility	0%	90%	45%	20%	85%	0%
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community	0%	10%	55%	0%	15%	0%
Goal 3.0 Program Management						
3.1 Effective and Efficient Strategic Planning and Stewardship	30%	20%	30%	30%	35%	20%
3.2 Project/Program/Facilities Management	40%	30%	40%	40%	35%	50%
3.3 Communications and Responsiveness	30%	50%	30%	30%	30%	30%

Attachment I

**Program Office Goal & Objective Weightings
 All Other Customers⁸**

	DNN	NRC
	Weight	Weight
Goal 1.0 Mission Accomplishment		
1.1 Impact	67%	50%
1.2 Leadership	33%	50%
Goal 3.0 Program Management		
3.1 Effective and Efficient Strategic Planning and Stewardship	40%	34%
3.2 Project/Program/Facilities Management	35%	33%
3.3 Communications and Responsiveness	25%	33%

⁸ Objective weightings indicated for non-science customers are reflective of FY 2019 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 2019 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 leadership facilitate and effectively manage external engagements and partnerships; 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.

Letter Grade	Definition
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.
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 Leadership of External Engagements and Partnerships

By which we mean: the performance of the laboratory leadership team to achieve the following:

- Establish a vision for developing and promoting technology transfer activities at the laboratory that align with the laboratory research portfolio, further DOE missions and promote national and economic security of the United States;
- Identify potential partners, implement outreach activities, and manage external engagements to promote accomplishment of technology transfer objectives, and to develop a feedback loop with industry that both informs planned and ongoing technology transfer activities; and,
- Foster a culture of entrepreneurship at the laboratory that encourages staff at all levels to consider potential technology transfer opportunities within their program work and other laboratory activities.

Letter Grade	Definition
A+	Laboratory leadership has an exemplary technology transfer vision and is a leader across the complex in engaging external partners to identify technology transfer activities that are in strategic alignment with the laboratory research portfolio and in furtherance of the DOE mission. The laboratory is recognized as a preeminent leader in the technology transfer community across the DOE complex, and has assisted other national laboratories to develop strategies for identifying and engaging external partnerships. The laboratory staff are strongly encouraged to seek out and pursue potential technology transfer activities that are clearly connected and/or complementary to their research and development work at the laboratory and the laboratory is able to demonstrate how this outreach informs their ongoing technology transfer efforts.
A	The laboratory has a strong vision for engaging strategic partners and identifying strong connections between the laboratory research portfolio and potential technology transfer activities. The laboratory is one of the leaders in the technology transfer community across the DOE complex. The laboratory staff are encouraged to pursue technology transfer activities that are connected and/or complementary to their research and development work at the laboratory.
A-	The laboratory senior management performs better than expected (B+ grade) in these areas.
B+	The laboratory has a vision for engaging external partners, capturing intellectual property, and connecting laboratory research with potential technology transfer activities in furtherance of the DOE mission. Laboratory staff are encouraged to seek out and engage in opportunities for technology transfer activities.
B	The laboratory has some external engagements that support development of a vision for technology transfer activities at the laboratory; however this vision is not fully realized and requires more work to identify potential external partners or challenges in capturing intellectual property.
C	The laboratory lacks a vision and the mechanisms to implement a strategy to promote technology transfer at the laboratory.
D	Laboratory leadership lack a vision and have not supported the mechanisms/resources necessary to develop or implement an external engagement strategy to promote technology transfer activities at the laboratory. Laboratory staff are discouraged from seeking out opportunities to solicit external partner input and are also discouraged from identifying potential activities for technology transfer and from engaging in efforts to protect intellectual property.
F	Lack of vision and resources by the laboratory's senior management has hindered the ability of the laboratory to engage external partners and has hurt the laboratory's ability to identify and plan for technology activities, this failure has significantly hurt the Department's ability to achieve its missions.

4.4 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

- **SC:** Having hired a new director of the Instrumentation Division, it is now opportune for the lab to develop a new sustainable business model for the division, which incorporates both traditional lab-funded support for core activities as well as outward-looking SPP initiatives and other external support in a balanced fashion. By June 2019 present this new model to SC. (Objective 4.2)
- **BHSO:** BNL will demonstrate that it has developed and implemented effective controls to mitigate the additional and expected risks and costs associated with the anticipated growth of its Intelligence program. (Objective 4.2)

BHSO/SC: Implement updated DOE foreign visits and assignments (FV&A) policy requirements. (Objective 4.2)

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Overall Score
Goal 4.0 – Provide Sound and Competent Leadership and Stewardship of the Laboratory				
4.1 Leadership and Stewardship of the Laboratory			30%	
4.2 Management and Operation of the Laboratory			30%	

4.3 Leadership of External Engagements and Partnerships			10%	
4.4 Contractor Value-Added			30%	
Performance Goal 4.0 Total				

Table 4.1 – Performance Goal 4.0 Score Development

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
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 strength of the Nuclear/Facility Safety Programs; 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:** BNL will demonstrate stewardship and leadership of safety culture improvement through sustained leadership focus and tangible outcomes consistent with the Laboratory’s ES&H strategic plan. (Objective 5.1)
- **BHSO/SC:** Develop adequate safety and radiological controls to support the BNL stack demolition project (Objective 5.1)
- **BHSO/SC:** Develop and implement an adequate safety basis for the operation of the BNL accelerators including the new isotope mission. (Objective 5.1)

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Overall Score
Goal 5.0 - Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection.				
5.1 Provide an Efficient and Effective Worker Health and Safety Program			70%	
5.2 Provide an Efficient and Effective Environmental Management System			30%	
Performance Goal 5.0 Total				

Table 5.1 – Performance Goal 5.0 Score Development

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
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 to OSTI of peer-reviewed accepted manuscripts for journal articles (and associated metadata) resulting from DOE-funded research as called for in the [DOE Public Access Plan](#)⁹, and cooperation with the Department in meeting the relevant requirements to provide other forms of scientific and technical information to OSTI, per DOE O 241.1B Chg. 1 (Admin Chg.) or its successor version. 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:** BNL will develop and implement a monitoring plan for tracking individual Strategic Partnership Project (SPP) work scopes, agreement expirations, and funding period of performance to ensure SPPs are/remain within the boundaries of the approval package (Objective 6.5)

⁹ <https://www.energy.gov/downloads/doe-public-access-plan>

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

Table 6.1 – Performance Goal 6.0 Score Development

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
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; planning and executing strategies to promote the resilience and reliability of laboratory infrastructure; 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

- **BHSO:** Continue with Discovery Park infrastructure, site planning, and commercial engagement to further development of Upton Square in parallel with the Science and User Support Center. (Objective 7.1)
- **BHSO:** Effectively plan, execute, and successfully deliver SC projects equal to or less than \$50 million that have been delegated to the Laboratory Director by SC under DOE O 413.3b [Super Pioneering High Energy Nuclear Interaction (sPHENIX)]. Clearly demonstrate successful accomplishment of all work planned for FY 2019. (Objective 7.1)

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Overall Score
Goal 7.0 - Sustain Excellence in Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to Meet Laboratory Needs.				
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%	
Performance Goal 7.0 Total				

Table 7.1 – Performance Goal 7.0 Score Development

Total Score	4.3-4.1	4.0-3.8	3.7-3.5	3.4-3.1	3.0-2.8	2.7-2.5	2.4-2.1	2.0-1.8	1.7-1.1	1.0-0.8	0.7-0
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

- **BHSO:** Develop an effective and actionable implementation plan addressing the new design basis threat requirements and submit to DOE by March 31, 2019. (Objective 8.3)

ELEMENT	Letter Grade	Numerical Score	Objective Weight	Overall Score
Goal 8.0 - Sustain and Enhance the Effectiveness of Integrated Safeguards and Security management (ISSM) and Emergency Management Systems.				
8.1 Provide an Efficient and Effective Emergency Management System			30%	
8.2 Provide an Efficient and Effective Cyber Security System for the Protection of Classified and Unclassified Information			40%	
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%	
Performance Goal 8.0 Total				

Table 8.1 – Performance Goal 8.0 Score Development

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

J.P.Morgan

Catherine Ramm
Vice President
Treasury Services

July 17, 2018
Mr. Peter Ferrara
Fiscal Officer
Brookhaven Science Associates, LLC
Brookhaven National Laboratory
20 Brookhaven Avenue, Upton, NY 11973

Ref.: Add Bank Services to Existing Contract

Dear Peter,

As per your request, I am pleased to attach the fee schedule reflecting the 'Additional Payee name Verification' service. This letter serves to modify our August 10, 2015 Checks-Paid Method of Letter of Credit Financing Agreement by replacing Attachment A. The new Attachment A captures all the services used by Brookhaven Science Associates (BSA).

Our Payee Verification service enhances your protection against fraudulent checks when the payee name has been changed. It reduces the risk of payee line alteration by digitally comparing the payee field on check images to the corresponding payee name in the check issue file. This verification is provided as an extension of the Positive Pay service which allows you to monitor and control checks presented against your accounts.

The attached pricing also includes Quick Collect and associated services which were implemented as a contingency to Payroll payments in case of disaster recovery.

Kindly sign and return this letter for our mutual records.

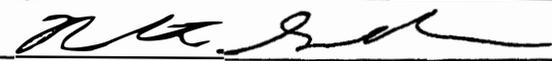
Sincerely,

Catherine Ramm

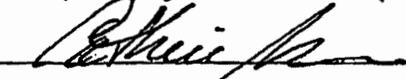
Authorized BSA Officer Name and title (PRINT) George Clark, Chief Financial Officer

Signature:  Date: 07/20/2018

Authorized BSA Officer Name and title (PRINT) Robert Gordon Contracting Officer

Signature:  Date: 7-24-18

Catherine Ramm, Treasury Services Officer (PRINT): CATHERINE RAMM - VP

Signature:  Date: 7/19/18

Pricing quoted herein is valid for 60 days from the date of this presentation

Pro Forma Analysis

July 2018

J.P.Morgan

Customer: BROOKHAVEN SCIENCE ASSOC LLC
Banker/Treasury Sales Officer: CATHERINE RAMM

Service Analysis*

Service Description	AFP	Number of Units	Unit Price	Charge For Service	Annualized
ACCOUNT SERVICES					
105 - DAILY OVERDRAFT OCCURRENCE FEE	000212	1	\$0.0000	\$0.00	\$0.00
1005 - ACCOUNT MAINTENANCE	010000	5	\$24.0000	\$120.00	\$1,440.00
1006 - ACCT MAINT-INT	010010	1	\$31.1900	\$31.19	\$374.28
1010 - STATEMENT CYCLES	010307	6		\$0.00	\$0.00
+ 1304 - ARP PAID ITEM RETURN CREDIT	010101	1	\$0.0000	\$0.00	\$0.00
+ 1756 - ONLINE AUDIT CONFIRMATIONS	010630	2	\$0.0000	\$0.00	\$0.00
7640 - CREDIT POSTED- ELECTRONIC	010101	143	\$0.1300	\$18.59	\$223.08
7641 - DEBIT POSTED - ELECTRONIC	010100	240	\$0.0300	\$7.20	\$86.40
Subtotal				\$176.98	\$2,123.76
AUTOMATED CLEARING HOUSE					
2242 - FED CLEARING ORIGINATED ITEM	250199	5,171	\$0.0100	\$51.71	\$620.52
2244 - FED CLEARING ADDENDA	250199	1,025	\$0.0100	\$10.25	\$123.00
2695 - ACH MAINTENANCE	250000	2	\$75.0000	\$150.00	\$1,800.00
2700 - CREDIT ORIGINATED	250101	6,089	\$0.0700	\$426.23	\$5,114.76
2705 - DEBIT ORIGINATED	250100	30	\$0.0700	\$2.10	\$25.20
2716 - CREDIT RECEIVED	250201	92	\$0.0700	\$6.44	\$77.28
2717 - DEBIT RECEIVED	250200	161	\$0.0700	\$11.27	\$135.24
2753 - DELETION / REVERSAL - ELEC	250620	1	\$5.0000	\$5.00	\$60.00
2765 - ACH BATCH/FILE PROCESSED	250501	30	\$0.0000	\$0.00	\$0.00
2796 - ADDENDA RECORD ORIGINATED	250120	1,316	\$0.0200	\$26.32	\$315.84
+ 2809 - NOTIF OF CHANGE - EMAIL	251070	3	\$1.5000	\$4.50	\$54.00
+ 2810 - RETURN NOTIFICATION - EMAIL	250400	11	\$1.5000	\$16.50	\$198.00
2812 - NOTIF OF CHANGE - FAX	251071	3	\$4.0000	\$12.00	\$144.00
2821 - RETURN NOTIFICATION - FAX	250401	12	\$4.0000	\$48.00	\$576.00
+ 5159 - CQP CLIENT PROGRAM MAINTENANCE	250000	1	\$150.0000	\$150.00	\$1,800.00
+ 5160 - CQP TRANS DECLINE/EXPIRE	250101	1	\$0.2000	\$0.20	\$2.40
+ 5161 - CQP TRANS ACCEPTED	250101	1	\$0.6500	\$0.65	\$7.80
Subtotal				\$920.32	\$11,054.04
BALANCE BASED CHARGES					
35 - BALANCE BASED CHARGES	000230	1	\$63.4800	\$63.48	\$761.76
Subtotal				\$63.48	\$761.76
BANKING CENTER SERVICES					
1306 - BRANCH CREDITS POSTED	100000	1	\$3.7500	\$3.75	\$45.00
Subtotal				\$3.75	\$45.00
DEPOSITORY SERVICES					
541 - REMOTE DEPOSIT CAPTURE ITEM	101320	87	\$0.1500	\$13.05	\$156.60
548 - REMOTE DEPOSIT CAPTURE MAINT	101300	2	\$20.0000	\$40.00	\$480.00
749 - CQD DEPOSITORY CREDIT	999999	17	\$0.0000	\$0.00	\$0.00
1139 - SOFTWARE MAINTENANCE FEE	101300	1	\$20.0000	\$20.00	\$240.00
1400 - CREDITS POSTED	010101	13	\$1.1000	\$14.30	\$171.60
1435 - RETURN ITEM	100400	1	\$10.0000	\$10.00	\$120.00
1438 - RETURN ALTERNATE ADDRESS	100401	2	\$0.0000	\$0.00	\$0.00
1448 - RETURN DETAIL REPORTING	100411	2	\$1.5000	\$3.00	\$36.00
+ 1450 - RETURN ITEM REDEPOSIT	100402	1	\$8.0000	\$8.00	\$96.00
1455 - RETURN MAKER NAME	100430	2	\$0.5000	\$1.00	\$12.00
Subtotal				\$109.35	\$1,312.20
DISBURSEMENT SERVICES					
2205 - CONTROLLED DISB ACCT MAINT	150000	2	\$50.0000	\$100.00	\$1,200.00
2210 - CONTROLLED DISB CHECK POSTED	150110	1,214	\$0.0500	\$60.70	\$728.40
2338 - STOP PAYMENT AUTOMATIC RENEWAL	150412	2	\$4.0000	\$8.00	\$96.00
2370 - CHECK / DEBIT POSTED	010100	74	\$0.0400	\$2.96	\$35.52
3495 - IMAGE STORAGE PER ITEM	151351	1,212	\$0.0000	\$0.00	\$0.00
5234 - CONTROLLED DISB FUNDING	010112	42	\$0.0000	\$0.00	\$0.00
6618 - CHECK INQUIRY MAINTENANCE	151710	2	\$30.0000	\$60.00	\$720.00
6620 - RECON REPORT / STATEMENT MAINT	200306	2	\$18.0000	\$36.00	\$432.00
6625 - EXCEPTION NOTIFICATION - ACCT	150030	2	\$10.0000	\$20.00	\$240.00
6639 - STOP PAYMENT - ELECTRONIC	150410	13	\$7.0000	\$91.00	\$1,092.00
6644 - ISSUE INPUT UPLOAD	200201	28	\$10.0000	\$280.00	\$3,360.00
Subtotal				\$658.66	\$7,903.92
INT REC & PAY - REPORT					
+ 6179 - RECEIVABLES MAINT - ONLINE	050005	2	\$10.0000	\$20.00	\$240.00
+ 6187 - LONG TERM STORAGE - CHECK	050620	167	\$0.0000	\$0.00	\$0.00
Subtotal				\$20.00	\$240.00
INTERNATIONAL SERVICES					
3941 - DEPOSITED CHECK - CANADIAN	609999	1	\$25.0000	\$25.00	\$300.00
Subtotal				\$25.00	\$300.00
JPMORGAN ACCESS					
6040 - MONTHLY SERVICE	400610	1	\$0.0000	\$0.00	\$0.00
6041 - ACCOUNTS REPORTED	40044Z	6	\$96.6000	\$579.60	\$6,955.20

6043 - TRANSACTIONS REPORTED - 45 DAY	40066Z	477	\$0.1000	\$47.70	\$572.40
6052 - CONT DISB CHECKS REPORTED	40066Z	1,218	\$0.1000	\$121.80	\$1,461.60
6053 - EXTENDED TRANSACTION DETAIL	40066Z	4,846	\$0.0000	\$0.00	\$0.00
Subtotal				\$749.10	\$8,989.20
OTHER CHARGES AND CREDITS					
8809 - RESEARCH ADJUSTMENT CREDIT	999999	1	\$0.0000	\$0.00	\$0.00
8810 - RESEARCH ADJUSTMENT DEBIT	999999	1	\$0.0000	\$0.00	\$0.00
Subtotal				\$0.00	\$0.00
RECONCILIATION SERVICES					
3209 - PARTIAL RECONCILEMENT - MAINT	200020	2	\$125.0000	\$250.00	\$3,000.00
3210 - PARTIAL RECONCILIATION-PER ITM	200120	1,214	\$0.0300	\$36.42	\$437.04
++ 3228 - PAYEE NAME VERIFICATION - Anticipated volume	150122	1439	\$0.0300	43.17	\$518.04
3262 - POSITIVE PAY MAINTENANCE	150030	2	\$0.0000	\$0.00	\$0.00
3263 - EXCEPTION ITEM	150300	2	\$2.0000	\$4.00	\$48.00
+ 3272 - CHECK EXCEPTION RETURN	150320	2	\$10.0000	\$20.00	\$240.00
3291 - OUTPUT FILE		21	\$10.0000	\$210.00	\$2,520.00
3294 - DATA ENTRY - MANUAL	200210	2	\$2.5000	\$5.00	\$60.00
3386 - IMAGE CAPTURE PER ITEM	151351	1,212	\$0.0500	\$60.60	\$727.20
Subtotal				\$586.05	\$7,550.28
WIRE - U.S.					
5443 - SOFTI STANDARD CALCULATION	409999	21	\$0.0000	\$0.00	\$0.00
+ 5445 - FW SURCHARGE POST 5PM RECEIPT	350599	1	\$0.2600	\$0.26	\$3.12
+ 5446 - FW SURCHARGE \$10 MILLION+ D/C	350599	1	\$0.0000	\$0.00	\$0.00
5822 - ELECTRONIC BOOK DEBIT S/T	350124	36	\$5.0000	\$180.00	\$2,160.00
5823 - ELECTRONIC BOOK DEBIT REPAIR	350122	2	\$5.0000	\$10.00	\$120.00
5824 - ELECTRONIC FED DEBIT S/T	350100	4	\$5.0000	\$20.00	\$240.00
5826 - ELECTRONIC CHIP DEBIT S/T	350110	9	\$5.0000	\$45.00	\$540.00
+ 5827 - ELECTRONIC CHIP DEBIT REPAIR	350541	2	\$5.0000	\$10.00	\$120.00
5836 - ELECTRONIC FX DEBIT	600221	8	\$8.0000	\$64.00	\$768.00
5836 - ELECTRONIC FX DEBIT	600221	1	\$5.0000	\$5.00	\$60.00
5841 - BANK INITIATED BOOK DEBIT	350220	1	\$0.0000	\$0.00	\$0.00
5842 - BANK INITIATED FED DEBIT	350220	1	\$6.5000	\$6.50	\$78.00
+ 5851 - ELECTRONIC FX DEBIT, "OUR"	600221	2	\$8.0000	\$16.00	\$192.00
** 5880 - ELECTRONIC LINESHEET SET-UP	359999	1	\$5.2500	\$5.25	\$63.00
5882 - REPETITIVE INSTRUCTION STORAGE	350551	4	\$0.0000	\$0.00	\$0.00
5883 - FED TRANSFER FEE	350599	26	\$0.0000	\$0.00	\$0.00
5884 - CHIPS MESSAGE FEE	350599	11	\$0.0000	\$0.00	\$0.00
5886 - BOOK CREDIT	350320	5	\$2.0000	\$10.00	\$120.00
5887 - FED CREDIT S/T	350300	23	\$6.5000	\$149.50	\$1,794.00
5889 - CHIPS CREDIT S/T	350300	5	\$6.5000	\$32.50	\$390.00
5890 - CHIPS CREDIT REPAIR	350330	1	\$10.7500	\$10.75	\$129.00
5927 - MAIL DEBIT ADVICE	350412	11	\$2.0000	\$22.00	\$264.00
5928 - MAIL CREDIT ADVICE	350412	29	\$2.0000	\$58.00	\$696.00
5962 - ELEC. DRAWDOWN FED REQUEST	350521	21	\$3.0000	\$63.00	\$756.00
5967 - RETURNED PAYMENT INVESTIGATION	350560	2	\$0.0000	\$0.00	\$0.00
5968 - UNEXECUTED PAYMENT	350560	1	\$25.0000	\$25.00	\$300.00
5979 - ESERVE INQUIRY CONFIRMATIONS	350560	1	\$0.0000	\$0.00	\$0.00
+ 6300 - INV CREDIT NOT CHARGED	359999	1	\$0.0000	\$0.00	\$0.00
+ 6327 - INVESTIGATION ADVICE - ALL	350402	1	\$0.0000	\$0.00	\$0.00
+ 6408 - ADVICE - NOT CHARGE	999999	41	\$0.0000	\$0.00	\$0.00
+ 8487 - INCOMING FX CREDIT	600221	1	\$2.0000	\$2.00	\$24.00
Subtotal				\$729.51	\$8,817.12

Total Charge for Services				\$4,042.20	\$49,097.28
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Pro forma Notes, Assumptions & Disclaimers

* 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.

++ Denotes a new service, additional volume, and/or a new price.

APPENDIX H

SMALL BUSINESS SUBCONTRACTING PLAN

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

FY 2019 SMALL BUSINESS SUBCONTRACTING PLAN

Contractor:	Brookhaven Science Associates, LLC.
Contractor Address:	Brookhaven National Laboratory, P.O. Box 5000
City/State/Zip:	Upton, New York 11973-5000
Company Phone:	(631) 344-8000
Point of Contact:	Sheri Alexander
POC Phone:	(631) 344-8285
POC E-mail:	alexander@bnl.gov
Contract Number:	DE-SC0012704
Item/Service:	Management and Operation of BNL
Total Amount of Contract (Including Options):	\$2,480,353,223.40 (through mod 0126)
Period of Contract Performance:	01/05/2015 to 01/04/2020

I. Type of Plan

Individual Contract Plan – An 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 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.

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.

1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract, is \$164,000,000.
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) Total estimated dollar value and percent of planned subcontracting with Small Business (SB) (including ANCs and Indian Tribes): \$68,880,000 and 42%.

- (ii) Total estimated dollar value and percent of planned subcontracting with Small Disadvantaged Business (SDB)/8(a) (including ANCs and Indian Tribes): \$8,200,000 and 5%.
- (iii) Total estimated dollar value and percent of planned subcontracting with Woman-Owned Small Business (WOB): \$8,200,000 and 5%.
- (iv) Total estimated dollar value and percent of planned subcontracting with Historically Underutilized Small Business (HUBZone): \$4,920,000 and 3%.
- (v) Total estimated dollar value and percent of planned subcontracting with Service-Disabled Veteran-Owned Small Business (SDVOB): \$4,920,000 and 3%.
- (vi) Total estimated dollar value and percent of planned subcontracting with Veteran-Owned Small Business (VOB): \$4,920,000 and 3%.

Small Business Category	BSA Dollar Commitment	BSA Percent Commitment
SB	\$68,880,000	42%
SDB	\$8,200,000	5%
WOB	\$8,200,000	5%
HUBZone	\$4,920,000	3%
VOB	\$4,920,000	3%
SDVOB	\$4,920,000	3%

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

Subcontracted Supplies/Services	SB	SDB	WOB	HUB	SDVOB	VOB	LB
A & E	X				X	X	X
Construction	X	X	X		X	X	X
R & D	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

- b. The goals for the six small business categories 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, New York U.S. Small Business Administration Long Island, New York U.S. Small Business Administration, 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.

c. Timely Payment to Subcontractors:

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

d. Small Business Set-Asides Types:

1. Small Business Set-Aside:

Each acquisition of supplies or services with an anticipated dollar value exceeding the Micro-Purchase Limit but not over the Simplified Acquisition Threshold (FAR 2.101) will be reserved exclusively for small business concerns and shall be set aside for small business 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. For acquisition in excess of \$4 million, small business 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:

- a. Small Business Administration (SBA) certified 8(a) small businesses; in accordance with FAR 19.805 (2) for purchases valued at: (A) \$7 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) \$7 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 \$6.5 million or less for requirement within the NAICS codes for manufacturing; or \$4 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 to small business concerns in accordance with the Department of Energy Acquisition Guide, Chapter 19.2: Small Business Programs dated September 2017;

- 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: Sheri Alexander
Title: Purchasing, Supervisor
Address: Brookhaven National Laboratory
Procurement & Property Management Division
Building 902B
Upton, New York 11973

Telephone:(631) 344-8285

Email: alexander@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.
- b. Making arrangements for the utilization of various sources for the identification of the six small business categories 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. Ensuring small businesses are made aware of subcontracting opportunities and basic prerequisites for the preparation of a responsive bid.
- d. Conducting or arranging for training for procurement personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures.
- e. 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.
- f. Monitoring the over \$700,000 (\$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.
- g. Preparing, inputting and submitting timely subcontracting reporting through the eSRS.
- h. Coordinating BSA's activities during compliance reviews by Federal agencies.
- i. 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 have an equitable opportunity to compete for subcontracts. The various efforts include, but are not limited to, the following activities:

(i) Utilization of the Internet to obtain new sources.

- a. 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.

b. Outreach efforts to promote small business development will include:

- (i) Maintaining an annual list of outreach events and activities to attend and participate in.
- (ii) Providing contact information for 8(a) and HUB-Zone small businesses to assist them in achieving SBA certification.
- (iii) Maintaining an internal Small Business Policy.
- (iv) 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 \$700,000 (\$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 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); (4) and ensure that large business subcontractors with subcontracting plans provide electronic input to the eSRS as required.

<u>Reporting Period</u>	<u>Report Type</u>	<u>Due Date</u>
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 \$250,000 will contain AMS-Form-002 which indicates for each solicitation whether small businesses 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 approvals through copies of their SBA certification letter
 - (ii) Confirmation of HUB-Zone certification will be verified by searching the companies profile in the System for Award Management (SAM) database.

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. The following steps will be taken:

- a. Issue and promulgate company-wide policy statements in support of small businesses. 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.
- 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.
- e. Assist small businesses by helping with questions on solicitations, quantities, specifications, and delivery requirements.
- f. Counsel and discuss subcontracting opportunities with small businesses.
- g. Execute Service Agreements, Teaming Agreements, and Basic Ordering Agreements with small business from the six qualified small business categories, 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.

This FY2019 subcontracting plan was submitted by:

Signature: Kevin J. Fox Date: 7/14/18
Kevin J. Fox
Interim Manager
Procurement and Property Management Division

Approval:

Signature: **Aundrea.
Clifton** Digitally signed by
Aundrea. Clifton
Date: 2018.09.20 10:27:44
-04'00' Date: _____
Aundrea Clifton
Contracting Officer
U.S. Department of Energy
Brookhaven Site Office

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
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	Chg.1 (Minor Chg.) 01/18/2017	Unclassified Foreign Visits and Assignments Program
3/31/2014	Order	150.1A		Continuity Programs
8/11/2016	Order	151.1D		Comprehensive Emergency Management System
6/27/2007	Order	153.1		Departmental Radiological Emergency Response Assets
12/23/2008	Order	200.1A	Chg.1 (Minor Chg.) 01/13/2017	Information Technology Management
1/7/2005	Order	203.1		Limited Personal Use of Government Office Equipment Including Information Technology
5/16/2011	Order	205.1B	Admin Chg. 3 4/29/14	Department of Energy Cyber Security Program
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
9/27/2016	Order	221.1B		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	227.1A	12/21/2015	Independent Oversight Program
6/27/2011	Order	231.1B	Admin Chg. 1 11/28/12	Environment, Safety and Health Reporting
1/17/2017	Order	232.2A		Occurrence Reporting and Processing of Operations Information
12/13/2010	Order	241.1B	Chg.1 4/26/16	Scientific and Technical Information Management
3/11/2013	Order	243.1B	Admin Chg.1 7/8/13	Records Management Program
2/23/2011	Order	252.1A	Admin Chg. 1 3/12/13	Technical Standards Program
11/19/2009	Order	313.1		Management and Funding of the Department's Overseas Presence

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DOE DIRECTIVES LIST

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ISSUED	TYPE	NUMBER	THROUGH CHANGE	TITLE Includes Compliance Notes as Necessary
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. 6 (Minor Chg.) 2/1/18	Contractor Human Resource Management Programs
8/17/2009	Order	410.2	Admin Chg. 1 4/10/14	Management of Nuclear Materials
1/4/2017	Order	411.2		Scientific Integrity
1/4/2017	Policy	411.2A		Scientific Integrity Policy
10/28/2008	Order	413.1B		Internal Control Program
10/22/2015	Order	413.2C	Chg.1 (Minor Chg.) 8/2/18	Laboratory Directed Research and Development
11/29/2010	Order	413.3B	Chg. 5 (Minor Chg.) 4/12/18	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	Chg.2 (Minor Chg.) 1/17/2017	Information Technology Project Management
12/4/2012	Order	420.1C	Chg.2 (Minor Chg.) 7/26/18	Facility Safety Compliance Note: CRD Chapters 1, 3, and 5 only are applicable to BNL Hazardous Category 1, 2, or 3 nuclear facilities. Currently these type of nuclear facilities do not exist at BNL. The requirements of DOE O 420. 1C Chg. 2 CRD Chapters 2 (Fire Protection) and 5 (Natural Phenomena Hazards Mitigation) apply to BNL
7/21/2011	Order	420.2C		Safety of Accelerator Facilities
6/29/2010	Order	422.1	Admin Chg. 1 6/25/13	Conduct of Operations Compliance Note: 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
11/25/2016	Policy	434.1B		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

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ISSUED	TYPE	NUMBER	THROUGH CHANGE	TITLE Includes Compliance Notes as Necessary
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	Chg. 1 (Admin Chg.) 02/24/16	Nuclear Material Packaging Manual
6/6/2001	Order	442.1A		Department of Energy Employee Concerns Program
7/29/2011	Order	442.2	Chg.1 (Pg.Chg.) 10/4/2016	Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
3/7/2011	Order	443.1B	Chg. 1 (Pg.Chg.) 4/21/16	Protection of Human Research Subjects
7/21/2011	Order	452.8		Control of Nuclear Weapon Data
7/15/2016	Order	456.1A		The Safe Handling of Unbound Engineered Nanoparticles
2/11/2011	Order	458.1	Admin Chg. 3 1/15/13	Radiation Protection of the Public and the Environment
12/20/2016	Order	460.1D		Hazardous Materials 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
11/23/2016	Order	470.3C		Design Basis Threat (DBT) Order
7/21/2011	Order	470.4B	Chg.2 (Minor Chg.) 1/17/2017	Safeguards and Security Program
6/2/2014	Order	470.5		Insider Threat Program
9/2/2015	Order	470.6	Chg.1 (Minor Chg.1) 1-11-2017	Technical Security 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
7/27/2011	Order	472.2	Admin Chg. 1 10/8/13	Personnel Security

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ISSUED	TYPE	NUMBER	THROUGH CHANGE	TITLE Includes Compliance Notes as Necessary
1/2/2018	Order	473.3A	Chg.1 (Minor Chg.) 1/2/2018	Protection Program Operations
6/27/2011	Order	474.2	Chg. 4 (Pg.Chg.) 9/13/2016	Nuclear Material Control and Accountability
12/10/2004	Order	475.1		Counterintelligence Program
10/3/2014	Order	475.2B		Identifying Classified Information
1/3/2001	Manual	481.1-1A	Admin Chg. 1 9/28/01	Reimbursable Work for Non Federal Sponsored Process Manual
12/20/2016	Order	483.1B		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
1/19/2017	Policy	485.1		Foreign Engagements with DOE National Laboratories
8/2/2018	Order	522.1A		Pricing of Departmental Materials and Services
1/6/2003	Order	534.1B		Accounting
4/2/2012	Order	551.1D	Chg. 2 (Minor Chg.) 8/11/16	Official Foreign Travel