

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE

PAGE OF PAGES

1 | 5

2. AMENDMENT/MODIFICATION NO. <b>M563</b>	3. EFFECTIVE DATE <b>October 1, 2014</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>U.S. Department of Energy Brookhaven Site Office 53 Bell Avenue, Building 464 Upton, NY 11973-5000</b>	CODE <b>06005</b>	7. ADMINISTERED BY (If other than Item 6) Code	<b>06005</b>

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code)  <b>Brookhaven Science Associates, LLC 40 Brookhaven Avenue Building 460 Upton, New York 11973-5000</b>	<input checked="" type="checkbox"/>	9. A. AMENDMENT OF SOLICITATION NO.
		9. B. DATED (SEE ITEM 11)
	<input checked="" type="checkbox"/>	10. A. MODIFICATION OF Contract/Order NO. <b>DE-AC02-98CH10886</b>
		10. B. DATED (SEE ITEM 13) <b>01/05/1998</b>

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

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

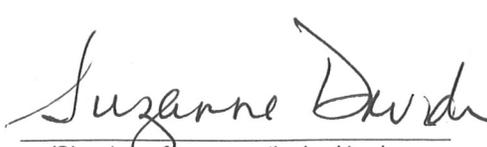
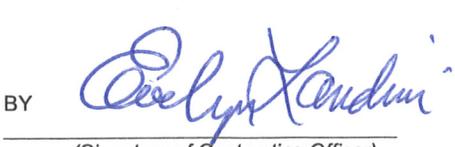
E. IMPORTANT: Contractor  is not  is required to sign this document and return 1 copies to the issuing office.

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

This Modification is issued to revise Part II, Section I – Contract Clauses, TOC; Update Clauses I.3; I.5; I.6; I.7; I.16; I.24; I.31; I.32; I.36; I.37; I.38; I.49; I.53; I.55; I.57; I.62; I.64; I.65; I.66; I.74; Add Clauses I.160; I.161; I.162; I.163; Delete Clause I.15; Revise Part III, Section J – List of Documents, Exhibits, and Other Attachments; TOC; Add Section J.2, Appendix B – Performance Evaluation and Measurement Plan FY 2015; Replace Section J.5, Appendix E – Key Personnel; Add Section J.8, Appendix H – Small Business Subcontracting Plan FY 2015; Replace Section J.9, Appendix I – DOE Directives.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Suzanne M. Davidson Chief Financial Officer</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Evelyn Landini Contracting Officer</b>
---	---

15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
-------------------------	------------------	-------------------------------	------------------

 (Signature of person authorized to sign)	<b>10/14/14</b>	 (Signature of Contracting Officer)	<b>10/16/14</b>
--	-----------------	--	-----------------

Block 14 continued:

1. **Part II, Section I – Contract Clauses, Table of Contents (TOC):** The online version is revised to reflect an update to Clauses I.3; I.5; I.6; I.7; I.16; I.24; I.31; I.32; I.36; I.37; I.38; I.49; I.53; I.55; I.57; I.62; I.64; I.65; I.66; I.74; Add Clauses I.160; I.161; I.162; I.163; Delete Clause I.15.
2. **Part II, Section I – Contract Clauses.** The following clauses have been revised; replace the prior versions with the updated attachments provided herein.
  - a) Clause I.3 FAR 52.203-5, Covenant Against Contingent Fees (MAY 2014): This clause has been revised to make administrative changes to its language.
  - b) Clause I.5 FAR 52.203-7, Anti-Kickback Procedures (MAY 2014): This clause has been revised to make administrative changes to its language including a clause specific definition of “subcontractor” and “subcontractor”.
  - c) Clause I.6 FAR 52.203-8, Cancellation, Recession, and Recovery of Funds for Illegal or Improper Activity (MAY 2014): This clause has been revised to make administrative changes to its language.
  - d) Clause I.7 FAR 52.203-10, Price or Fee Adjustment for Illegal or Improper Activity (MAY 2014): This clause has been revised to make administrative changes to its language.
  - e) Clause I.16 FAR 52.208-8, Required Sources for Helium and Helium Usage Data (APR 2014): This clause has been revised to correct the clause date on the table of contents to APR 2014.
  - f) Clause I.24 FAR 52.219-8, Utilization of Small Business Concerns (MAY 2014): This clause has been revised to make administrative changes to its language.
  - g) Clause I.31 FAR 52.222-4, Contract Work Hours and Safety Standards-Overtime Compensation (MAY 2014): This clause has been revised to remove “Act” from its title and make administrative changes to its language.
  - h) Clause I.32 FAR 52.222-11, Subcontracts (Labor Standards) (MAY 2014): This clause has been revised to make administrative changes to its language.
  - i) Clause I.36 FAR 52.222-35, Equal Opportunity Veterans (JUL 2014): This clause has been revised to make administrative changes to its language.
  - j) Clause I.37 FAR 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014): This clause has been revised to make administrative changes to its language.
  - k) Clause I.38 FAR 52.222-37, Employment Reports on Veterans (JUL 2014): This clause has been revised to make administrative changes to its language.
  - l) Clause I.49 FAR 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (JUN 2014): This clause has been revised to make a change to its title and other administrative changes to its language in accordance with Federal Register at 79 FR 35863.
  - m) Clause I.53 FAR 52.225-1, Buy American – Supplies (MAY 2014): This clause has been revised to make a change to its title and other administrative changes to its language.
  - n) Clause I.55 FAR 52.225-9, Buy American – Construction Materials (MAY 2014): This clause has been revised to make a change to its title and other administrative changes to its language.

- o) Clause I.57 FAR 52.225-21, Required Use of American Iron, Steel, and Manufactured Goods—Buy American Statute—Construction Materials (MAY 2014): This clause has been revised to remove “Act” from section (b)(1)(ii), and change to 41 U.S.C. chapter 83, and make administrative changes to its language.
  - p) Clause I.62 FAR 52.230-2, Cost Accounting Standards (MAY 2014): This clause has been revised to make changes to U.S.C. from Contract Disputes Act (41 U.S.C.601) to 41 U.S.C. chapter 71.
  - q) Clause I.64 FAR 52.232-17, Interest (MAY 2014): This clause has been revised to remove Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563) and add 41 U.S.C. 7109.
  - r) Clause I.65 FAR 52.232-24, Prohibition of Assignment of Claims (MAY 2014): This clause has been revised to make changes from 41 U.S.C. 15 to 41 U.S.C. 6305.
  - s) Clause I.66 FAR 52.233-1, Disputes (MAY 2014)(ALTERNATE I): This clause has been revised to remove “Act” references and replace with 41 U.S.C. chapter 71, and make administrative changes to its language.
  - t) Clause I.74 FAR 52.244-6, Subcontracts for Commercial Items (JUL 2014): This clause has been revised to change the clause name at paragraph (c)(1)(vi) and insert FAR clause 52.222-37, Employments Reports on Veterans (JUL 2014) at paragraph (c)(1)(vii).
3. **Part II, Section I – Contract Clauses**, Clause I.160 FAR 52.203-17, Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014): This clause is hereby added to the Contract in accordance with Federal Acquisition Circular 2005-70; FAR Case 2013–017. The specific language is provided herein as an attachment.
  4. **Part II, Section I – Contract Clauses**, Clause I.161 FAR 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (JUN 2014): This clause is hereby added to the Contract in accordance with Federal Register at 79 FR 35863. The specific language is provided herein as an attachment.
  5. **Part II, Section I – Contract Clauses**, Clause I.162 FAR 52.223-14, Acquisition of EPEAT®-Registered Televisions (JUN 2014): This clause is hereby added to the Contract in accordance with Federal Register at 79 FR 35863. The specific language is provided herein as an attachment.
  6. **Part II, Section I – Contract Clauses**, Clause I.163 FAR 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008): This clause is hereby added to the Contract in accordance with Federal Register at 79 FR 35863. The specific language is provided herein as an attachment.
  7. **Part II, Section I – Contract Clauses**, Clause I.15 FAR 52.204-11, American Recovery and Reinvestment (ARRA) Act – Reporting Requirements (JUL 2010): This clause is hereby deleted from the Contract in accordance with Federal Acquisition Circular 2005-74 and Federal Acquisition Regulation. Clause I.15 is now titled RESERVED.
  8. **Part II, Section I – Contract Clauses**, Clause I.139, DEAR 970.5232-4, Obligation of Funds: The first sentence of paragraph (a) is revised to read as follows: The amount presently obligated by the Government with respect to this Contract is \$8,967,657,690.16.

The revised total reflects an increase of \$64,379,653.02 as a result of modification M556 through M563 from \$8,903,278,037.14 to \$8,967,657,690.16.

9. **Part III, Section J – List of Documents, Exhibits and Other Attachments, TOC:** The online version of this section is revised to reflect the following: Add Appendix B – Performance Evaluation and Measurement Plan FY 2015; Replace Appendix E – Key Personnel; Add Appendix H – Small Business Subcontracting Plan FY 2015; and Replace Appendix I – DOE Directives.
10. **Section J.2, Appendix B – Performance Evaluation and Measurement Plan:** Add FY 2015 Plan in accordance with Mod M533. See attachment provided herein.
11. **Section J.5, Appendix E – Key Personnel** has been revised; replace the prior version with the updated attachment provided herein.
12. **Section J.8, Appendix H – Small Business Subcontracting Plan:** Add FY 2015 in accordance with Mod M533. See attachment provided herein.
13. **Section J.9, Appendix I – DOE Directives List** identified as Modification No. M556 has been revised; replace the prior version with the attached Appendix I identified as Modification No. M563. The revisions are as follows:
  - a) Addition of Order 205.1B, Chg. 3, Department of Energy Cyber Security Program, dated 4-29-2014, cancels and replaces Order 205.1B, Chg. 2, dated 3-11-2013.
  - b) Addition of Policy 364.1, Health and Safety Training Reciprocity, dated 4-14-2014.
  - c) Addition of Order 410.2 Admin Chg. 1, Management of Nuclear Materials, dated 4-10-2014, cancels and replaces Order 410.2, dated 8-17-2009.
  - d) Addition of Order 412.1A, Work Authorization System, Admin Chg.1, dated 6-21-2014, cancels and replaces Order 412.1A, dated 4-21-2005.
  - e) Addition of Order 470.5, Insider Threat Program, dated 6-2-2014.
  - f) Removal of Manual 483.1-1, Cooperative Research and Development Agreements, dated 1-12-2001, cancelled by issuance of Order 483.1A, dated 11-16-2013, posted to Appendix I with M542.
  - g) Addition of Order 484.1 Admin Chg. 2, Reimbursable Work for the Department of Homeland Security, dated 6-30-2014, cancels and replaces Order 484.1 Admin Chg. 1, dated 3-14-2011.
  - h) Addition of note to Order 522.1, Pricing of Departmental Materials and Services, as follows: “See Prime Contract Supplemental Guidance on NSLS-II Waiver”.

**Attachments:**

- Section I – Contract Clauses
  - Clause I.3
  - Clause I.5
  - Clause I.6
  - Clause I.7
  - Clause I.24
  - Clause I.31
  - Clause I.32
  - Clause I.36
  - Clause I.37
  - Clause I.38
  - Clause I.49
  - Clause I.53
  - Clause I.55
  - Clause I.57
  - Clause I.62
  - Clause I.64
  - Clause I.65
  - Clause I.66
  - Clause I.74
  - Clause I.160
  - Clause I.161
  - Clause I.162
  - Clause I.163
  
- Part III, Section J – List of Documents, Exhibits and Other Attachments
  - Section J.2, Appendix B – Performance Evaluation and Measurement Plan FY 2015
  - Section J.5, Appendix E – Key Personnel
  - Section J.8, Appendix H – Small Business Subcontracting Plan FY 2015
  - Section J.9, Appendix I – DOE Directives/List B

CLAUSE I.3 - FAR 52.203-5 Covenant Against Contingent Fees (MAY 2014)

- (a) The Contractor warrants that no person or agency has been employed or retained to solicit or obtain this contract upon an agreement or understanding for a contingent fee, except a bona fide employee or agency. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or, to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.
- (b) "Bona fide agency," as used in this clause, means an established commercial or selling agency, maintained by a contractor for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.

"Bona fide employee," as used in this clause, means a person, employed by a Contractor and subject to the contractor's supervision and control as to time, place, and manner of performance, who neither exerts or proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.

"Contingent fee," as used in this clause, means any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.

"Improper influence," as used in this clause, means any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

CLAUSE I.5 -- FAR 52.203-7 Anti-Kickback Procedures (MAY 2014)

(a) *Definitions.*

“Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

“Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

“Prime contract,” as used in this clause, means a contract or contractual action entered into by the United States for the purpose of obtaining supplies, materials, equipment, or services of any kind.

“Prime Contractor,” as used in this clause, means a person who has entered into a prime contract with the United States.

“Prime Contractor employee,” as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

“Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

“Subcontractor,” as used in this clause, (1) means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and (2) includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

“Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

(b) [41 U.S.C. chapter 87](#), Kickbacks, prohibits any person from –

- (1) Providing or attempting to provide or offering to provide any kickback;
- (2) Soliciting, accepting, or attempting to accept any kickback; or
- (3) Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the United States or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

(c)

- (1) The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph (b) of this clause in its own operations and direct business relationships.
- (2) When the Contractor has reasonable grounds to believe that a violation described in paragraph (b) of this clause may have occurred, the Contractor shall promptly report in writing the possible violation. Such reports shall be made to the inspector general of the contracting agency, the head of the contracting agency if the agency does not have an inspector general, or the Attorney General.
- (3) The Contractor shall cooperate fully with any Federal agency investigating a possible violation described in paragraph (b) of this clause.
- (4) The Contracting Officer may (i) offset the amount of the kickback against any monies owed by the United States under the prime contract and/or (ii) direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Contracting Officer may order that monies withheld under subdivision (c)(4)(ii) of this clause be paid over to the Government unless the Government has already offset those monies under subdivision (c)(4)(i) of this clause. In either case, The Prime Contractor shall notify the Contracting Officer when the monies are withheld.
- (5) The Contractor agrees to incorporate the substance of this clause, including paragraph (c)(5) but excepting paragraph (c)(1), in all subcontracts under this contract which exceed \$150,000.

CLAUSE I.6 - FAR 52.203-8 Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (MAY 2014)

- (a) If the Government receives information that a contractor or a person has violated [41 U.S.C. 2102-2104](#), Restrictions on Obtaining and Disclosing Certain Information, the Government may –
- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
  - (2) Rescind the contract with respect to which --
    - (i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct violates [41 U.S.C. 2102](#) for the purpose of either –
      - (A) Exchanging the information covered by such subsections for anything of value; or
      - (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or
    - (ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct punishable under [41 U.S.C. 2105\(a\)](#).
- (b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.
- (c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

CLAUSE I.7 - FAR 52.203-10 Price or Fee Adjustment for Illegal or Improper Activity  
(MAY 2014)

- (a) The Government, at its election, may reduce the price of a fixed-price type contract and the total cost and fee under a cost-type contract by the amount of profit or fee determined as set forth in paragraph (b) of this clause if the head of the contracting activity or designee determines that there was a violation of [41 U.S.C. 2102](#) or 2103, as implemented in section [3.104](#) of the Federal Acquisition Regulation.
- (b) The price or fee reduction referred to in paragraph (a) of this clause shall be –
- (1) For cost-plus-fixed-fee contracts, the amount of the fee specified in the contract at the time of award;
  - (2) For cost-plus-incentive-fee contracts, the target fee specified in the contract at the time of award, notwithstanding any minimum fee or “fee floor” specified in the contract;
  - (3) For cost-plus-award-fee contracts –
    - (i) The base fee established in the contract at the time of contract award;
    - (ii) If no base fee is specified in the contract, 30 percent of the amount of each award fee otherwise payable to the Contractor for each award fee evaluation period or at each award fee determination point.
  - (4) For fixed-price-incentive contracts, the Government may –
    - (i) Reduce the contract target price and contract target profit both by an amount equal to the initial target profit specified in the contract at the time of contract award; or
    - (ii) If an immediate adjustment to the contract target price and contract target profit would have a significant adverse impact on the incentive price revision relationship under the contract, or adversely

affect the contract financing provisions, the Contracting Officer may defer such adjustment until establishment of the total final price of the contract. The total final price established in accordance with the incentive price revision provisions of the contract shall be reduced by an amount equal to the initial target profit specified in the contract at the time of contract award and such reduced price shall be the total final contract price.

- (5) For firm-fixed-price contracts, by 10 percent of the initial contract price or a profit amount determined by the Contracting Officer from records or documents in existence prior to the date of the contract award.
- (c) The Government may, at its election, reduce a prime contractor's price or fee in accordance with the procedures of paragraph (b) of this clause for violations of the statute by its subcontractors by an amount not to exceed the amount of profit or fee reflected in the subcontract at the time the subcontract was first definitively priced.
- (d) In addition to the remedies in paragraphs (a) and (c) of this clause, the Government may terminate this contract for default. The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law or under this contract.

CLAUSE I.24 - FAR 52.219-8 Utilization of Small Business Concerns (MAY 2014)

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

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

(c) *Definitions.* As used in this contract –

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

“Service-disabled veteran-owned small business concern” –

(1) Means a small business concern –

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

- (ii) 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” means a small business concern that represents, as part of its offer that –

- (1)
  - (i) It has received certification as a small disadvantaged business concern consistent with 13 CFR part 124, Subpart B;
  - (ii) No material change in disadvantaged ownership and control has occurred since its certification;
  - (iii) Where the concern is owned by one or more individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
  - (iv) It is identified, on the date of its representation, as a certified small disadvantaged business in the Dynamic Small Business Search database maintained by the Small Business Administration, or
- (2) It represents in writing that it qualifies as a small disadvantaged business (SDB) for any Federal subcontracting program, and believes in good faith that it is owned and controlled by one or more socially and economically disadvantaged individuals and meets the SDB eligibility criteria of 13 CFR 124.1002.

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

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

“Women-owned small business concern” means a small business concern –

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

(d)

- (1) Contractors acting in good faith may rely on written representations by their subcontractors regarding their status as a small business concern, a veteran-owned small business concern, a service-disabled veteran-owned small business concern, a small disadvantaged business concern, or a women-owned small business concern.
- (2) 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 database or by contacting 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](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 3<sup>rd</sup> Street, SW., Washington, DC 20416; or

- (iii) The SBA HUBZone Help Desk at [hubzone@sba.gov](mailto:hubzone@sba.gov).

CLAUSE I.31 - FAR 52.222-4 Contract Work Hours and Safety Standards - Overtime Compensation (MAY 2014)

- (a) *Overtime requirements.* No Contractor or subcontractor employing laborers or mechanics (see Federal Acquisition Regulation [22.300](#)) shall require or permit them to work over 40 hours in any workweek unless they are paid at least 1 and 1/2 times the basic rate of pay for each hour worked over 40 hours.
- (b) *Violation; liability for unpaid wages; liquidated damages.* The responsible Contractor and subcontractor are liable for unpaid wages if they violate the terms in paragraph (a) of this clause. In addition, the Contractor and subcontractor are liable for liquidated damages payable to the Government. The Contracting Officer will assess liquidated damages at the rate of \$10 per affected employee for each calendar day on which the employer required or permitted the employee to work in excess of the standard workweek of 40 hours without paying overtime wages required by the Contract Work Hours and Safety Standards statute (found at [40 U.S.C. chapter 37](#)).
- (c) *Withholding for unpaid wages and liquidated damages.* The Contracting Officer will withhold from payments due under the contract sufficient funds required to satisfy any Contractor or subcontractor liabilities for unpaid wages and liquidated damages. If amounts withheld under the contract are insufficient to satisfy Contractor or subcontractor liabilities, the Contracting Officer will withhold payments from other Federal or federally assisted contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards statute.
- (d) Payrolls and basic records.
- (1) The Contractor and its subcontractors shall maintain payrolls and basic payroll records for all laborers and mechanics working on the contract during the contract and shall make them available to the Government until 3 years after contract completion. The records shall contain the name and address of each employee, social security number, labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records need not duplicate those required for construction work by Department of Labor regulations at 29 CFR 5.5(a)(3) implementing the Construction Wage Rate Requirements statute.

(2) The Contractor and its subcontractors shall allow authorized representatives of the Contracting Officer or the Department of Labor to inspect, copy, or transcribe records maintained under paragraph (d)(1) of this clause. The Contractor or subcontractor also shall allow authorized representatives of the Contracting Officer or Department of Labor to interview employees in the workplace during working hours.

(e) *Subcontracts.* The Contractor shall insert the provisions set forth in paragraphs (a) through (d) of this clause in subcontracts that may require or involve the employment of laborers and mechanics and require subcontractors to include these provisions in any such lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower-tier contractor with the provisions set forth in paragraphs (a) through (d) of this clause.

CLAUSE I.32 - FAR 52.222-11 Subcontracts (Labor Standards) (MAY 2014)

(a) *Definition.* “Construction, alteration or repair,” as used in this clause, means all types of work done by laborers and mechanics employed by the construction Contractor or construction subcontractor on a particular building or work at the site thereof, including without limitation –

- (1) Altering, remodeling, installation (if appropriate) on the site of the work of items fabricated off-site;
- (2) Painting and decorating;
- (3) Manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the building or work;
- (4) Transportation of materials and supplies between the site of the work within the meaning of paragraphs (a)(1)(i) and (ii) of the “site of the work” as defined in the FAR clause at [52.222-6](#), Construction Wage Rate Requirements of this contract, and a facility which is dedicated to the construction of the building or work and is deemed part of the site of the work within the meaning of paragraph (2) of the “site of the work” definition; and
- (5) Transportation of portions of the building or work between a secondary site where a significant portion of the building or work is constructed, which is part of the “site of the work” definition in paragraph (a)(1)(ii) of the FAR clause at [52.222-6](#), Construction Wage Rate Requirements, and the physical place or places where the building or work will remain (paragraph (a)(1)(i) of the FAR clause at [52.222-6](#), in the “site of the work” definition).

(b) The Contractor shall insert in any subcontracts for construction, alterations and repairs within the United States the clauses entitled –

- (1) Construction Wage Rate Requirements;
- (2) Contract Work Hours and Safety Standards – Overtime Compensation (if the clause is included in this contract);

- (3) Apprentices and Trainees;
- (4) Payrolls and Basic Records;
- (5) Compliance with Copeland Act Requirements;
- (6) Withholding of Funds;
- (7) Subcontracts (Labor Standards);
- (8) Contract Termination – Debarment;
- (9) Disputes Concerning Labor Standards;
- (10) Compliance with Construction Wage Rate Requirements and Related Regulations; and
- (11) Certification of Eligibility.

(c) The prime Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor performing construction within the United States with all the contract clauses cited in paragraph (b).

(d)

(1) Within 14 days after award of the contract, the Contractor shall deliver to the Contracting Officer a completed [Standard Form \(SF\) 1413](#), Statement and Acknowledgement, for each subcontract for construction within the United States, including the subcontractor's signed and dated acknowledgement that the clauses set forth in paragraph (b) of this clause have been included in the subcontract.

(2) Within 14 days after the award of any subsequently awarded subcontract the Contractor shall deliver to the Contracting Officer an updated completed [SF 1413](#) for such additional subcontract.

(e) The Contractor shall insert the substance of this clause, including this paragraph (e) in all subcontracts for construction within the United States.

CLAUSE I.36 - FAR 52.222-35 Equal Opportunity for Veterans (JULY 2014)

- (a) *Definitions.* As used in this clause –  
“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at FAR [22.1301](#).
- (b) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.
- (c) *Subcontracts.* The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

CLAUSE I.37 - FAR 52.222-36 Equal Opportunity for Workers with Disabilities (JUL 2014)

- (a) *Equal opportunity clause.* The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.
- (b) *Subcontracts.* The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

CLAUSE I.38 - FAR 52.222-37 Employment Reports on Veterans (JUL 2014)

- (a) *Definitions.* As used in this clause, “Armed Forces service medal veteran,” “disabled veteran,” “active duty wartime or campaign badge veteran,” and “recently separated veteran,” have the meanings given in FAR [22.1301](#).
- (b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on –
- (1) The total number of employees in the contractor’s workforce, by job category and hiring location, who are disabled veterans, other protected veterans (*i.e.*, active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans;
  - (2) The total number of new employees hired during the period covered by the report, and of the total, the number of disabled veterans, other protected veterans (*i.e.*, active duty wartime or campaign badge veterans), Armed Forces service medal veterans, and recently separated veterans; and
  - (3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.
- (c) The Contractor shall report the above items by completing the Form VETS-100A, entitled “Federal Contractor Veterans’ Employment Report (VETS-100A Report).”
- (d) The Contractor shall submit VETS-100A Reports no later than September 30 of each year.
- (e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12-month period preceding the ending date selected for the report. Contractors may select an ending date –
- (1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

- (2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).
- (f) The number of veterans reported must be based on data known to the contractor when completing the VETS-100A. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self – identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under [38 U.S.C. 4212](#).
- (g) The Contractor shall insert the terms of this clause in subcontracts of \$100,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor.

CLAUSE I.49 - FAR 52.223-16 Acquisition of EPEAT® -- Registered Personal  
Computer Products (JUN 2014)

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

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

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

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

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

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

- (1) A system where the computer display and computer are physically combined into a single unit; or
- (2) A system packaged as a single system where the computer display is separate but is connected to the main chassis by a DC power cord and both the computer and computer display are powered from a single power supply. As a subset of desktop computers, integrated desktop computers are typically designed to provide similar functionality as desktop systems.

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

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

- (b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only personal computer products that, at the time of submission of proposals and at the time of award, were EPEAT® bronze-registered or higher.
- (c) For information about EPEAT, see [www.epa.gov/epeat](http://www.epa.gov/epeat).

CLAUSE I.53 - FAR 52.225-1 Buy American -- Supplies (2014)

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

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

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

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

“Component” means an article, material, or supply incorporated directly into an end product.

“Cost of components” means –

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

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

“Domestic end product” means –

(1) An unmanufactured end product mined or produced in the United States;

(2) An end product manufactured in the United States, if –

- (i) The cost of its components mined, produced, or manufactured in the United States exceed 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic; or
- (ii) The end product is a COTS item.

“End product” means those articles, materials, and supplies to be acquired under the contract for public use.

“Foreign end product” means an end product other than a domestic end product.

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

- (b) [41 U.S.C. chapter 83](#), Buy American, provides a preference for domestic end products for supplies acquired for use in the United States. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American statute is waived for an end product that is a COTS item (See [12.505\(a\)\(1\)](#)).
- (c) Offerors may obtain from the Contracting Officer a list of foreign articles that the Contracting Officer will treat as domestic for this contract.
- (d) The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the solicitation entitled “Buy American Certificate.”

CLAUSE I.55 - FAR 52.225-9 Buy American – Construction Materials (MAY 2014)

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

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

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

- (i) A commercial item (as defined in paragraph (1) of the definition at FAR [2.101](#));
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

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

“Component” means an article, material, or supply incorporated directly into a construction material.

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

“Cost of components” means –

- (3) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the construction material (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
- (4) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the construction material.

“Domestic construction material” means –

- (1) An unmanufactured construction material mined or produced in the United States;
- (2) A construction material manufactured in the United States, if –
  - (i) The cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind for which nonavailability determinations have been made are treated as domestic; or
  - (ii) The construction material is a COTS item.

“Foreign construction material” means a construction material other than a domestic construction material.

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

(b) Domestic preference.

- (1) This clause implements [41 U.S.C. chapter 83](#), Buy American, by providing a preference for domestic construction material. In accordance with [41 U.S.C. 1907](#), the component test of the Buy American statute is waived for construction material that is a COTS item. (See FAR [12.505\(a\)\(2\)](#)). The

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

- (2) This requirement does not apply to information technology that is a commercial item or to the construction materials or components listed by the Government as follows:

None

- (3) The Contracting Officer may add other foreign construction material to the list in paragraph (b)(2) of this clause if the Government determines that –

- (i) The cost of domestic construction material would be unreasonable. The cost of a particular domestic construction material subject to the requirements of the Buy American statute is unreasonable when the cost of such material exceeds the cost of foreign material by more than 6 percent;
- (ii) The application of the restriction of the Buy American statute to a particular construction material would be impractical or inconsistent with the public interest; or
- (iii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality.

(c) Request for determination of inapplicability of the Buy American statute.

- (1)
- (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(3) of this clause shall include adequate information for Government evaluation of the request, including –
    - (A) A description of the foreign and domestic construction materials;
    - (B) Unit of measure;
    - (C) Quantity;
    - (D) Price;

- (E) Time of Delivery or availability;
  - (F) Location of the construction project;
  - (G) Name and address of the proposed supplier; and
  - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(3) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed price comparison table in the format in paragraph (d) of this clause.
  - (iii) The price of construction material shall include all delivery costs to the construction site and any applicable duty (whether or not a duty-free certificate may be issued).
  - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable price of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(3)(i) of this clause.
- (3) Unless the Government determines that an exception to the Buy American statute applies, use of foreign construction material is noncompliant with the Buy American statute.
- (d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Construction Materials Cost Comparison**

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
<i>Item 1:</i>			
<i>Foreign construction material</i>	_____	_____	_____
<i>Domestic construction material</i>	_____	_____	_____
<i>Item 2:</i>			
<i>Foreign construction material</i>	_____	_____	_____
<i>Domestic construction material</i>	_____	_____	_____

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

\*Include all delivery costs to the construction site.

CLAUSE I.57 - FAR 52.225-21 Required Use of American Iron, Steel, and  
Manufactured Goods – Buy American Statute – Construction Materials  
(MAY 2014)

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

“Component” means an article, material, or supply incorporated directly into a construction material.

“Construction material” means an article, material, or supply brought to the construction site by the Contractor or a subcontractor for incorporation into the building or work. The term also includes an item brought to the site preassembled from articles, materials, or supplies. However, emergency life safety systems, such as emergency lighting, fire alarm, and audio evacuation systems, that are discrete systems incorporated into a public building or work and that are produced as complete systems, are evaluated as a single and distinct construction material regardless of when or how the individual parts or components of those systems are delivered to the construction site.

“Domestic construction material” means the following –

- (1) An unmanufactured construction material mined or produced in the United States. (The Buy American statute applies.)
- (2) A manufactured construction material that is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States. (Section 1605 of the Recovery Act applies.)

“Foreign construction material” means a construction material other than a domestic construction material.

“Manufactured construction material” means any construction material that is not unmanufactured construction material.

“Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

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

“Unmanufactured construction material” means raw material brought to the construction site for incorporation into the building or work that has not been –

- (1) Processed into a specific form and shape; or
- (2) Combined with other raw material to create a material that has different properties than the properties of the individual raw materials.

(b) Domestic preference.

(1) This clause implements –

- (i) Section 1605 of the American Recovery and Reinvestment Act of 2009 (Recovery Act) (Pub. L. 111-5), by requiring, unless an exception applies, that all manufactured construction material in the project is manufactured in the United States and, if the construction material consists wholly or predominantly of iron or steel, the iron or steel was produced in the United States (produced in the United States means that all manufacturing processes of the iron or steel must take place in the United States, except metallurgical processes involving refinement of steel additives); and
- (ii) 41 U.S.C. chapter 83, Buy American, by providing a preference for unmanufactured construction material mined or produced in the United States over unmanufactured construction material mined or produced in a foreign country.

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

(3) This requirement does not apply to the construction material or components listed by the Government as follows:

None

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

- (i) The cost of domestic construction material would be unreasonable;

- (A) The cost of domestic manufactured construction material, when compared to the cost of comparable foreign manufactured construction material, is unreasonable when the cumulative cost of such material will increase the cost of the contract by more than 25 percent;
  - (B) The cost of domestic unmanufactured construction material is unreasonable when the cost of such material exceeds the cost of comparable foreign unmanufactured construction material by more than 6 percent;
  - (ii) The construction material is not mined, produced, or manufactured in the United States in sufficient and reasonably available quantities and of a satisfactory quality;
  - (iii) The application of the restriction of section 1605 of the Recovery Act to a particular manufactured construction material would be inconsistent with the public interest or the application of the Buy American statute to a particular unmanufactured construction material would be impracticable or inconsistent with the public interest.
- (c) Request for determination of inapplicability of Section 1605 of the Recovery Act or the Buy American statute.
- (1)
    - (i) Any Contractor request to use foreign construction material in accordance with paragraph (b)(4) of this clause shall include adequate information for Government evaluation of the request, including –
      - (A) A description of the foreign and domestic construction materials;
      - (B) Unit of measure;
      - (C) Quantity;
      - (D) Cost;
      - (E) Time of delivery or availability;

- (F) Location of the construction project;
  - (G) Name and address of the proposed supplier; and
  - (H) A detailed justification of the reason for use of foreign construction materials cited in accordance with paragraph (b)(4) of this clause.
- (ii) A request based on unreasonable cost shall include a reasonable survey of the market and a completed cost comparison table in the format in paragraph (d) of this clause.
  - (iii) The cost of construction material shall include all delivery costs to the construction site and any applicable duty.
  - (iv) Any Contractor request for a determination submitted after contract award shall explain why the Contractor could not reasonably foresee the need for such determination and could not have requested the determination before contract award. If the Contractor does not submit a satisfactory explanation, the Contracting Officer need not make a determination.
- (2) If the Government determines after contract award that an exception to section 1605 of the Recovery Act or the Buy American statute applies and the Contracting Officer and the Contractor negotiate adequate consideration, the Contracting Officer will modify the contract to allow use of the foreign construction material. However, when the basis for the exception is the unreasonable cost of a domestic construction material, adequate consideration is not less than the differential established in paragraph (b)(4)(i) of this clause.
- (3) Unless the Government determines that an exception to section 1605 of the Recovery Act or the Buy American statute applies, use of foreign construction material is noncompliant with section 1605 of the American Recovery and Reinvestment Act or the Buy American statute.
- (d) *Data*. To permit evaluation of requests under paragraph (c) of this clause based on unreasonable cost, the Contractor shall include the following information and any applicable supporting data based on the survey of suppliers:

**Foreign and Domestic Construction Materials Cost Comparison**

Construction Material Description	Unit of Measure	Quantity	Cost (Dollars)*
<i>Item 1:</i>			
<i>Foreign construction material</i>	_____	_____	_____
<i>Domestic construction material</i>	_____	_____	_____
<i>Item 2:</i>			
<i>Foreign construction material</i>	_____	_____	_____
<i>Domestic construction material</i>	_____	_____	_____

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

\*Include all delivery costs to the construction site.

CLAUSE I.62 - FAR 52.230-2 Cost Accounting Standards (MAY 2014)

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

- (1) *(CAS-covered Contracts Only)* By submission of a Disclosure Statement, disclose in writing the Contractor's cost accounting practices as required by 48 CFR 9903.202-1 through 9903.202-5, including methods of distinguishing direct costs from indirect costs and the basis used for allocating indirect costs. The practices disclosed for this contract shall be the same as the practices currently disclosed and applied on all other contracts and subcontracts being performed by the Contractor and which contain a Cost Accounting Standards (CAS) clause. If the Contractor has notified the Contracting Officer that the Disclosure Statement contains trade secrets and commercial or financial information which is privileged and confidential, the Disclosure Statement shall be protected and shall not be released outside of the Government.
- (2) Follow consistently the Contractor's cost accounting practices in accumulating and reporting contract performance cost data concerning this contract. If any change in cost accounting practices is made for the purposes of any contract or subcontract subject to CAS requirements, the change must be applied prospectively to this contract and the Disclosure Statement must be amended accordingly. If the contract price or cost allowance of this contract is affected by such changes, adjustment shall be made in accordance with paragraph (a)(4) or (a)(5) of this clause, as appropriate.
- (3) Comply with all CAS, including any modifications and interpretations indicated thereto contained in 48 CFR Part 9904, in effect on the date of award of this contract or, if the Contractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the Contractor's signed certificate of current cost or pricing data. The Contractor shall also comply with any CAS (or modifications to CAS) which hereafter become applicable to a contract or subcontract of the Contractor. Such compliance shall be required prospectively from the date of applicability to such contract or subcontract.

- (4)
- (i) (Agree to an equitable adjustment as provided in the Changes clause of this contract if the contract cost is affected by a change which, pursuant to paragraph (a)(3) of this clause, the Contractor is required to make to the Contractor's established cost accounting practices.
  - (ii) Negotiate with the Contracting Officer to determine the terms and conditions under which a change may be made to a cost accounting practice, other than a change made under other provisions of paragraph (a)(4) of this clause; provided that no agreement may be made under this provision that will increase costs paid by the United States.
  - (iii) When the parties agree to a change to a cost accounting practice, other than a change under subdivision (a)(4)(i) of this clause, negotiate an equitable adjustment as provided in the Changes clause of this contract.
- (5) Agree to an adjustment of the contract price or cost allowance, as appropriate, if the Contractor or a subcontractor fails to comply with an applicable Cost Accounting Standard, or to follow any cost accounting practice consistently and such failure results in any increased costs paid by the United States. Such adjustment shall provide for recovery of the increased costs to the United States, together with interest thereon computed at the annual rate established under section 6621(a)(2) of the Internal Revenue Code of 1986 ([26 U.S.C. 6621\(a\)\(2\)](#)) for such period, from the time the payment by the United States was made to the time the adjustment is effected. In no case shall the Government recover costs greater than the increased cost to the Government, in the aggregate, on the relevant contracts subject to the price adjustment, unless the Contractor made a change in its cost accounting practices of which it was aware or should have been aware at the time of price negotiations and which it failed to disclose to the Government.
- (b) If the parties fail to agree whether the Contractor or a subcontractor has complied with an applicable CAS in 48 CFR 9904 or a CAS rule or regulation in 48 CFR 9903 and as to any cost adjustment demanded by the United States, such failure to agree will constitute a dispute under [41 U.S.C. chapter 71](#), Contract Disputes.

- (c) The Contractor shall permit any authorized representatives of the Government to examine and make copies of any documents, papers, or records relating to compliance with the requirements of this clause.
- (d) The Contractor shall include in all negotiated subcontracts which the Contractor enters into, the substance of this clause, except paragraph(b), and shall require such inclusion in all other subcontracts, of any tier, including the obligation to comply with all CAS in effect on the subcontractor's award date or if the subcontractor has submitted certified cost or pricing data, on the date of final agreement on price as shown on the subcontractor's signed Certificate of Current Cost or Pricing Data. If the subcontract is awarded to a business unit which pursuant to 48 CFR 9903.201-2 is subject to other types of CAS coverage, the substance of the applicable clause set forth in subsection [30.201-4](#) of the Federal Acquisition Regulation shall be inserted. This requirement shall apply only to negotiated subcontracts in excess of \$700,000, except that the requirement shall not apply to negotiated subcontracts otherwise exempt from the requirement to include a CAS clause as specified in 48 CFR 9903.201-1.

CLAUSE I.64 - FAR 52.232-17 Interest (MAY 2014)

- (a) Except as otherwise provided in this contract under a Price Reduction for Defective Certified Cost or Pricing Data clause or a Cost Accounting Standards clause, all amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in [41 U.S.C. 7109](#), which is applicable to the period in which the amount becomes due, as provided in paragraph (e) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (b) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (c) *Final Decisions.* The Contracting Officer will issue a final decision as required by [33.211](#) if –
- (1) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
  - (2) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
  - (3) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).
- (d) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (e) Amounts shall be due at the earliest of the following dates:
- (1) The date fixed under this contract.

- (2) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (f) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on –
- (1) The date on which the designated office receives payment from the Contractor;
  - (2) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
  - (3) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (g) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

CLAUSE I.65 - FAR 52.232-24 Prohibition of Assignment of Claims (MAY 2014)

The assignment of claims under the Assignment of Claims Act of 1940 “([31 U.S.C. 3727](#), [41 U.S.C. 6305](#))” is prohibited for this contract.

CLAUSE I.66 - FAR 52.233-1 Disputes (MAY 2014)

- (a) This contract is subject to [41 U.S.C chapter 71](#), Contract Disputes.
- (b) Except as provided in [41 U.S.C chapter 71](#), all disputes arising under or relating to this contract shall be resolved under this clause.
- (c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under [41 U.S.C chapter 71](#) until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under [41 U.S.C chapter 71](#). The submission may be converted to a claim under [41 U.S.C chapter 71](#), by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- (d) (1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.
- (2)
- (i) The Contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.
- (ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.
- (iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is

liable; and that I am authorized to certify the claim on behalf of the Contractor.”

- (3) The certification may be executed by any person authorized to bind the Contractor with respect to the claim.
- (e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.
- (f) The Contracting Officer’s decision shall be final unless the Contractor appeals or files a suit as provided in [41 U.S.C chapter 71](#).
- (g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor’s specific reasons for rejecting the offer.
- (h) The Government shall pay interest on the amount found due and unpaid from (1) the date that the Contracting Officer receives the claim (certified, if required); or (2) the date that payment otherwise would be due, if that date is later, until the date of payment. With regard to claims having defective certifications, as defined in FAR [33.201](#), interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.
- (i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

CLAUSE I.74 - FAR 52.244-6 Subcontracts for Commercial Items (JULY 2014)

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

“Commercial item” has the meaning 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 (Apr 2010) ([41 U.S.C. 3509](#)), if the subcontract exceeds \$5,000,000 and has a performance period of more than 120 days. In altering this clause to identify the appropriate parties, all disclosures of violation of the civil False Claims Act or of Federal criminal law shall be directed to the agency Office of the Inspector General, with a copy to the Contracting Officer.
- (ii) [52.203-15](#), Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5), if the subcontract is funded under the Recovery Act.
- (iii) [52.219-8](#), Utilization of Small Business Concerns (May 2014) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)), if the subcontract offers further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include [52.219-8](#) in lower tier subcontracts that offer subcontracting opportunities.
- (iv) [52.222-26](#), Equal Opportunity (Mar 2007) (E.O. 11246).

- (v) [52.222-35](#), Equal Opportunity for Veterans (Jul 2014) ([38 U.S.C. 4212\(a\)](#));
  - (vi) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jul 2014) ([29 U.S.C. 793](#)).
  - (vii) [52.222-37](#), Employment Reports on Veterans (Jul 2014) ([38 U.S.C. 4212](#))
  - (viii) [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](#).
  - (ix) [52.222-50](#), Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
  - (x) [52.225-26](#), Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; [10 U.S.C. 2302 Note](#)).
  - (xi) [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](#).
  - (xii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) ([46 U.S.C. App. 1241](#) and [10 U.S.C. 2631](#)), if flow down is required in accordance with paragraph (d) of FAR clause [52.247-64](#).
- (2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.
- (d) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

CLAUSE I.160 - FAR 52.203-17 Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights (APR 2014)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at [41 U.S.C. 4712](#) by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR [3.908](#).
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under [41 U.S.C. 4712](#), as described in section [3.908](#) of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

CLAUSE I.161 - FAR 52.223-13 Acquisition of EPEAT® – Registered Imaging  
Equipment (JUN 2014)

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

“Imaging equipment” means the following products:

- (1) *Copier* – A commercially available imaging product with a sole function of the production of hard copy duplicates from graphic hard-copy originals. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as copiers or upgradeable digital copiers (UDCs).
- (2) *Digital duplicator* – A commercially available imaging product that is sold in the market as a fully automated duplicator system through the method of stencil duplicating with digital reproduction functionality. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as digital duplicators.
- (3) *Facsimile machine (fax machine)* – A commercially available imaging product whose primary functions are scanning hard-copy originals for electronic transmission to remote units and receiving similar electronic transmissions to produce hard-copy output. Electronic transmission is primarily over a public telephone system but also may be via computer network or the Internet. The product also may be capable of producing hard copy duplicates. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as fax machines.
- (4) *Mailing machine* – A commercially available imaging product that serves to print postage onto mail pieces. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as mailing machines.
- (5) *Multifunction device (MFD)* – A commercially available imaging product, which is a physically integrated device or a combination of functionally integrated components, that performs two or more of the core functions of copying, printing, scanning, or faxing. The copy functionality as

addressed in this definition is considered to be distinct from single-sheet convenience copying offered by fax machines. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as MFDs or multifunction products.

- (6) *Printer* – A commercially available imaging product that serves as a hard-copy output device and is capable of receiving information from single-user or networked computers, or other input devices (e.g., digital cameras). The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as printers, including printers that can be upgraded into MFDs in the field.
- (7) *Scanner* – A commercially available imaging product that functions as an electro-optical device for converting information into electronic images that can be stored, edited, converted, or transmitted, primarily in a personal computing environment. The unit is capable of being powered from a wall outlet or from a data or network connection. This definition is intended to cover products that are marketed as scanners.
- (b) Under this contract, the Contractor shall deliver, furnish for Government use, or furnish for Contractor use at a Federally controlled facility, only imaging equipment that, at the time of submission of proposals and at the time of award, was EPEAT® bronze-registered or higher.
- (c) For information about EPEAT®, see [www.epa.gov/epeat](http://www.epa.gov/epeat)

CLAUSE I.162 - FAR 52.223-14 Acquisition of EPEAT® – Registered Televisions (JUN 2014)

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

“Television” or “TV” means a commercially available electronic product designed primarily for the reception and display of audiovisual signals received from terrestrial, cable, satellite, Internet Protocol TV (IPTV), or other digital or analog sources. A TV consists of a tuner/receiver and a display encased in a single enclosure. The product usually relies upon a cathode-ray tube (CRT), liquid crystal display (LCD), plasma display, or other display technology. Televisions with computer capability (e.g., computer input port) may be considered to be a TV as long as they are marketed and sold to consumers primarily as televisions.

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

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

CLAUSE I.163 - FAR 52.237-11 Accepting and Dispensing of \$1 COIN (SEPT 2008)

- (a) This clause applies to service contracts that involve business operations conducted in U.S. coin and currency, including vending machines, on any premises owned by the United States or under the control of any agency or instrumentality of the United States. All such business operations must be compliant with the requirements in paragraphs (b) and (c) of this clause on and after January 1, 2008.
  
- (b) All business operations conducted under this contract that involve coins or currency, including vending machines, shall be fully capable of –
  - (1) Accepting \$1 coins in connection with such operations; and
  - (2) Dispensing \$1 coins in connection with such operations, unless the vending machine does not receive currency denominations greater than \$1.
  
- (c) The Contractor shall ensure that signs and notices are displayed denoting the capability of accepting and dispensing \$1 coins with business operations on all premises where coins or currency are accepted or dispensed, including on each vending machine.



**U.S. DEPARTMENT OF ENERGY**

**AND**

**BROOKHAVEN SCIENCE ASSOCIATES, LLC**

**ATTACHMENT J.2**

**APPENDIX B**

**PERFORMANCE EVALUATION AND  
MEASUREMENT PLAN**

**FISCAL YEAR 2015**

**BROOKHAVEN NATIONAL LABORATORY**

**TABLE OF CONTENTS**

INTRODUCTION ..... 1

I. DETERMINING THE CONTRACTOR'S PERFORMANCE RATING, AND PERFORMANCE-BASED FEE ..... 1

II. PERFORMANCE GOALS, OBJECTIVES & NOTABLE OUTCOMES ..... 7

GOAL 1.0 Provide for Efficient and Effective Mission Accomplishment..... 8

1.1 Provide Science and Technology Results with Meaningful Impact on the Field..... 8

1.2 Provide Quality Leadership in Science and Technology that Advances Community Goals and DOE Mission Goals..... 11

GOAL 2.0 Provide for Efficient and Effective Design, Fabrication, Construction and Operations of Research Facilities ..... 16

2.1 Provide Effective Facility Design(s) as Required to Support Laboratory Programs (i.e., activities leading up to CD-2) ..... 16

2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components (execution phase, post CD-2 to CD-4) ..... 18

2.3 Provide Efficient and Effective Operation of Facilities..... 19

2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities ..... 20

GOAL 3.0 Provide Effective and Efficient Science and Technology Program Management..... 24

3.1 Provide Effective and Efficient Strategic Planning and Stewardship of Scientific Capabilities and Program Vision ..... 24

3.2 Provide Effective and Efficient Science and Technology Project/Program/Facilities Management ..... 26

3.3 Provide Efficient and Effective Communications and Responsiveness to Headquarters Needs ..... 28

GOAL 4.0 Provide Sound and Competent Leadership and Stewardship of the Laboratory ..... 33

4.1 Leadership and Stewardship of the Laboratory ..... 33

4.2 Management and Operation of the Laboratory..... 35

4.3 Contractor Value-added..... 36

GOAL 5.0 Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection..... 37

5.1 Provide an Efficient and Effective Worker Health and Safety Program..... 37

5.2 Provide Efficient and Effective Environmental Management System ..... 37

GOAL 6.0 Deliver Efficient, Effective, and Responsive Business Systems and Resources that Enable the Successful Achievement of the Laboratory Mission(s) ..... 38

6.1 Provide an Efficient, Effective, and Responsive Financial Management System..... 38

6.2 Provide an Efficient, Effective, and Responsive Acquisition Management System and Property Management System ..... 38

6.3 Provide an Efficient, Effective, and Responsive Human Resources Management System and Diversity Program ..... 38

6.4 Provide Efficient, Effective, and Responsive Contractor Assurance Systems including Internal Audit and Quality ..... 38

6.5 Demonstrate Effective Transfer of Technology and Commercialization of Intellectual Assets ..... 38

GOAL 7.0 Sustain Excellence in Acquiring, Constructing, Operating, Maintaining, and Renewing ..the Facility and Infrastructure Portfolio to Meet Laboratory Needs ..... 39

7.1	Manage Facilities and Infrastructure in an Efficient and Effective Manner that Optimizes Usage, Addresses Sustainability Goals, Minimizes Life Cycle Costs, and Ensures Site Capability to Meet Mission Needs .....	39
7.2	Provide Planning for and Acquire the Facilities and Infrastructure Required to Support the Continuation and Growth of Laboratory Missions and Programs .....	39
GOAL 8.0	Sustain and Enhance the Effectiveness of Integrated Safeguards and Security Management (ISSM) and Emergency Management Systems .....	40
8.1	Provide an Efficient and Effective Emergency Management System .....	40
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.....	40

## 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, 2014, through September 30, 2015. 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**

The FY 2015 Contractor performance grades for each Goal will be determined based on the weighted sum of the individual scores earned for each of the Objectives described within this document for Science and Technology (S&T) and for Management and Operations (M&O). Each Goal is composed of two or more weighted Objectives. Additionally, a set of notable outcomes has been identified to highlight key aspects/areas of performance deserving special attention by the Contractor for the upcoming fiscal year. Each notable outcome is linked to one or more Objectives, and failure to meet expectations against any notable outcome will result in a grade less than B+ for that Objective(s) (i.e., if the contractor fails to meet expectations against a notable outcome tied to an Objective under Goal 1.0, 2.0, or 3.0, the SC program office that assigned the notable outcome shall award a grade less than "B+" for the Objective(s) to which the notable outcome is linked; and if the contractor fails to meet expectations against a notable outcome tied to an Objective under Goal 4.0, 5.0, 6.0, 7.0 or 8.0, SC shall award a grade less than "B+" for the Objective(s) to which the notable outcome is linked). Performance above expectations against a notable outcome will be considered in the context of the Contractor's entire performance with respect to the relevant

Objective. The following section describes SC’s methodology for determining the Contractor’s grades at the Objective level.

**Performance Evaluation Methodology:**

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

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

**Figure 1. FY 2015 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 3, 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

Letter Grade	Numerical Grade	Definition
		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 2. A set of tables is provided at the end of each Performance Goal section of this document to assist in the calculation of Objective numerical scores to the Goal grade. No overall rollup grade shall be provided.

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

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

<b>Performance Goal</b>	<b>Grade</b>
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).

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

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

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

<b>M&amp;O Performance Goal</b>	<b>Numerical Score</b>	<b>Weight</b>		
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				
<b>Initial M&amp;O Score</b>				

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

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

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

**Table C. 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 2015 as calculated within Table D.

Overall Final Score for either S&T or M&O from Table B.	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		
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 recently modified to provide for a five-level adjectival grading system with associated levels of available fee<sup>1</sup>. SC has addressed the new FAR 16 language by mapping its standard numerical scores and associated fee determinations to the FAR Adjectival Rating System, as noted in Figure 4.

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

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

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.

---

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

## **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 2015.

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

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

The weight of this Goal is TBD%.

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

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science, other cognizant HQ Program Offices, and other customers as identified below. The overall Goal score from each HQ Program Office and/or customer is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 1.1). The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2015.

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

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above by the weightings identified for each and then summing them (see Table 1.2, below). The overall score earned is then compared to Table 1.3 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science, other cognizant HQ Program Offices, and other customers for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of cost for FY 2015 as compared to the total cost for those remaining HQ Program Offices.

### **Objectives**

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

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

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

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

- Impact of publications on the field, as measured primarily by peer review;

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

Letter Grade	Definition
A+	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>• There are <i>significant research areas</i> for which the Laboratory has exceeded the expectations of the proposed research plans <i>in significant ways through creative, new, or unconventional methods that allow greater scientific reach than expected.</i></li> <li>• S&amp;T conducted at the Laboratory <i>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.</i></li> <li>• S&amp;T conducted at the Laboratory <i>provided major advances that significantly accelerate DOE or other customer mission(s).</i></li> </ul>
A	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>• There are <i>important examples</i> where the Laboratory <i>exceeded the expectations</i> of the proposed research plans <i>in significant ways through creative, new, or unconventional methods that allow greater scientific reach than expected.</i></li> <li>• <i>All areas</i> of S&amp;T conducted at the Laboratory are of <i>exceptional or outstanding</i> merit and quality.</li> <li>• S&amp;T conducted at the Laboratory has <i>significant positive impact</i> to DOE or other customer missions.</li> </ul>
A-	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>• There are <i>important examples</i> where the Laboratory <i>exceeded the expectations</i> of the proposed research plans.</li> <li>• <i>Significant areas</i> of S&amp;T conducted at the Laboratory are of <i>exceptional or outstanding</i> merit and quality.</li> <li>• S&amp;T conducted at the Laboratory <i>significantly impact</i> DOE or other customer missions.</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• The Laboratory has successfully executed proposed research plans.</li> <li>• S&amp;T conducted at the Laboratory are of <i>high</i> scientific merit and quality</li> <li>• S&amp;T conducted at the Laboratory <i>advance</i> DOE or other customer missions.</li> </ul>
B	<ul style="list-style-type: none"> <li>• The Laboratory has successfully executed proposed research plans.</li> <li>• S&amp;T conducted at the Laboratory <i>advance</i> DOE or other customer missions.</li> </ul> <p>BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• S&amp;T conducted at the Laboratory are <i>not uniformly of high</i> merit and quality OR <i>some areas of research, previously supported, have become uncompetitive</i> OR <i>the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> </ul>
B-	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• The Laboratory has <i>failed to successfully execute</i> proposed research plans <i>but contingencies were in place such that no funding was or will be terminated.</i> OR S&amp;T conducted at the Laboratory <i>does little to advance</i> DOE or other customer missions.</li> <li>• <i>Significant areas</i> of S&amp;T conducted at the Laboratory are <i>not of high</i> merit and quality OR <i>some areas of research, previously supported, have become uncompetitive</i> OR <i>the Laboratory do not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> </ul>

Letter Grade	Definition
C	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• <i>In several significant aspects, the Laboratory failed to deliver on proposed research plans using available resources such that some funding was or will be terminated OR S&amp;T conducted at the Laboratory failed to contribute to DOE or other customer missions</i></li> <li>• <i>Significant areas of S&amp;T conducted at the Laboratory are of poor merit and quality OR some areas of research, previously supported, have become uncompetitive AND the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> </ul>
D	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• <i>Multiple program elements at the Laboratory failed to deliver on proposed research plans using available resources such that significant funding was or will be terminated.</i></li> <li>• <i>Multiple significant areas of S&amp;T conducted at the Laboratory are of poor merit and quality OR some areas of research, previously supported, have become uncompetitive AND the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities.</i></li> <li>• <i>S&amp;T conducted at the Laboratory failed to contribute to DOE or other customer missions.</i></li> </ul>
F	<p>The Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• <i>Multiple program elements at the Laboratory failed to deliver on proposed research plans using available resources resulting in total termination of funding.</i></li> <li>• <i>Multiple significant areas of S&amp;T conducted at the Laboratory are of poor merit and quality OR some areas of research, previously supported, have become uncompetitive AND the Laboratory does not produce sufficiently competitive proposals to receive program support at a level commensurate with its unique capabilities OR the Laboratory has been found to have engaged in gross scientific incompetence and/or scientific fraud.</i></li> <li>• <i>S&amp;T conducted at the Laboratory failed to contribute to DOE or other customer missions.</i></li> </ul>

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

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

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

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

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

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

Letter Grade	Definition
A-	<p>In addition to satisfying the conditions for B+</p> <ul style="list-style-type: none"> <li>• Laboratory staff members have <i>leadership positions</i> in professional organizations OR <i>staff has contributing role in National Academy or equivalent panels to discuss further research directions</i>;</li> <li>• Laboratory staff members have <i>leadership positions</i> in DOE sponsored workshops and strategic planning activities.</li> <li>• The Laboratory program consistently submits competitive proposals that challenge convention and open <i>significant</i> new avenues for research that are well aligned with DOE mission needs.</li> <li>• Laboratory staff hold <i>leadership positions</i> in multi-institutional research collaborations.</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• Laboratory staff members are <i>active participants</i> in professional organizations, committees, and activities, and take on leadership responsibilities commensurate with experience and expertise.</li> <li>• Laboratory staff members are <i>active participants</i> in DOE sponsored workshops and strategic planning activities.</li> <li>• Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE.</li> <li>• The Laboratory program consistently provides competitive proposals that challenge convention and open new avenues for research that are well aligned with DOE mission needs.</li> <li>• Laboratory staff are <i>active participants</i> in multi-institutional research collaborations</li> </ul>
B	<ul style="list-style-type: none"> <li>• Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE.</li> <li>• The Laboratory program consistently provides competitive proposals that challenge convention and open new avenues for research that are well aligned with DOE mission needs.</li> </ul> <p>BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• Although <i>regular participants</i> in professional organizations, committees, and activities, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Although <i>regular participants</i> in DOE sponsored workshops and strategic planning activities, <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Although <i>active members of multi-institutional research collaborations, the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> </ul>
B-	<ul style="list-style-type: none"> <li>• Laboratory staff members contribute thoughtful and thorough peer review in a timely manner, when requested by DOE.</li> </ul> <p>BUT the Laboratory fails to meet the conditions for B+ for <i>at least one</i> of the following reasons:</p> <ul style="list-style-type: none"> <li>• The Laboratory program submits competitive proposals <i>but these either lack innovation or are not well aligned with DOE mission needs.</i></li> <li>• Laboratory staff are <i>infrequent participants</i> in professional organizations, committees, and activities, and <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Laboratory staff are <i>infrequent participants</i> in DOE sponsored workshops and strategic planning activities, and <i>the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> <li>• Although <i>active members of multi-institutional research collaborations, the extent to which staff take on leadership roles falls short of what would be expected, given the level of experience and expertise of the staff.</i></li> </ul>

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

**Notable Outcomes**

- **BES:** Deliver impactful science from the “Center for Emergent Superconductivity” Energy Frontier Research Center that is clearly distinguished from core BES-MSE research, as measured by the EFRC FY 2015 progress report, research publications and highlights, and participation in periodic conference calls. (Objective 1.1)
- **NP:** Develop a viable plan to provide the beams necessary at the Relativistic Heavy Ion Collider to carry out the Beam Energy Scan II. (Objective 1.1)

<b>Program Office<sup>2</sup></b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Weight</b>	<b>Overall Score</b>
<b>Office of Advanced Scientific Research</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
<b>Overall ASCR Total</b>				
<b>Office of Basic Energy Sciences</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
<b>Overall BES Total</b>				
<b>Office of Biological and Environmental Research</b>				
1.1 Impact			60%	
1.2 Leadership			40%	
<b>Overall BER Total</b>				
<b>Office of High Energy Physics</b>				
1.1 Impact			60%	
1.2 Leadership			40%	
<b>Overall HEP Total</b>				
<b>Office of Nuclear Physics</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
<b>Overall NP Total</b>				
<b>Office of Defense Nuclear Nonproliferation</b>				
1.1 Impact			54%	
1.2 Leadership			46%	
<b>Overall DNN Total</b>				
<b>Office of Nuclear Energy</b>				
1.1 Impact			0%	
1.2 Leadership			0%	
<b>Overall NE Total</b>				
<b>Nuclear Regulatory Commission</b>				
1.1 Impact			50%	
1.2 Leadership			50%	
<b>Overall NRC Total</b>				

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

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

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

**Table 1.2 – Overall Performance Goal 1.0 Score Development**

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

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

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

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

The weight of this Goal is TBD%.

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

Each Objective within this Goal is to be assigned the appropriate numerical score by the Office of Science Program Office as identified below. The overall Goal score from each Program Office is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 2.1). Final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2015.

- 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 2015 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+	<p>In addition to satisfying all conditions for B+; the Laboratory <i>exceeds expectations</i> in <i>all</i> of these categories:</p> <ul style="list-style-type: none"> <li>• The Laboratory is recognized by the research community as the leader for making the science case for the acquisition;</li> <li>• The Laboratory takes the initiative to demonstrate and thoroughly document the potential for transformational scientific advancement.</li> <li>• Approaches proposed by the Laboratory are widely regarded as innovative, novel, comprehensive, and potentially cost-effective.</li> <li>• Reviews repeatedly confirm strong potential for scientific discovery in areas that support the Department’s mission, and potential to change a discipline or research area’s direction.</li> <li>• The Laboratory identifies, analyzes and champions novel approaches for acquiring the new capability, including leveraging or extending the capability of existing facilities and financing and these efforts result in significant cost estimate and/or risk reductions without loss or, or while enhancing capability.</li> </ul>
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"> <li>• The Laboratory is recognized by the research community as a leader for making the science case for the acquisition;</li> <li>• The Laboratory takes the initiative to demonstrate the potential for revolutionary scientific advancement working in partnership with HQ</li> <li>• The Laboratory identifies, analyzes, and champions, to HQ and Site office, novel approaches for acquiring the new capability, including leveraging or extending the capability of existing facilities and financing.</li> </ul>
A-	<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"> <li>• The approaches proposed by the Laboratory are widely regarded as innovative, novel, comprehensive, and potentially cost-effective</li> <li>• Reviews repeatedly confirm potential for scientific discovery in areas that support the Department’s mission, and potential to change a discipline or research area’s direction.</li> </ul>
B+	<p>The Laboratory has achieved each of the following objectives:</p> <ul style="list-style-type: none"> <li>• The Laboratory displays leadership and commitment in the development of quality analyses, preliminary designs, and related documentation to support the approval of the mission need (CD-0), the alternative selection and cost range (CD-1) and the performance baseline (CD-2).</li> <li>• Documentation requested by the programs is provided in a timely and thorough manner.</li> <li>• The Laboratory keeps DOE apprised of the status, near-term plans and the resolution of problems on a regular basis; anticipates emerging issues that could impact plans and takes the initiative to inform DOE of possible consequences.</li> <li>• The Laboratory solves problems and addresses issues to avoid adverse impacts to the project.</li> </ul>
B	The Laboratory fails to meet expectations in one of the areas listed under B+.
B-	The Laboratory fails to meet expectations in several of the areas listed under B+
C	The Laboratory fails to meet the expectations in several of the areas listed under B+ AND the required analyses and documentation developed by the Laboratory are EITHER not innovative, OR reflect a lack of commitment and leadership.
D	The Laboratory fails to meet the expectations in several of the areas listed under B+ AND the Laboratory fails to provide a compelling justification for the acquisition.
F	The Laboratory fails to meet the expectations in several of the areas listed under B+ AND the approaches proposed by the Laboratory are based on fraudulent assumptions; the science case is weak to non-existent, and the business case is seriously flawed.

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

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

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

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

Letter Grade	Definition
C	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 <ul style="list-style-type: none"> <li>• Reviews indicate project remains at risk of breaching its cost/schedule performance baseline;</li> <li>• Reports to DOE can vary in degree of completeness</li> </ul>
D	The project fails to meet conditions for B+ in at least one of the following areas: <ul style="list-style-type: none"> <li>• Reviews indicate project is likely to breach its cost/schedule performance baseline;</li> <li>• Laboratory commitment to environment, safety and health issues is inadequate;</li> <li>• Reports to DOE are largely incomplete; Laboratory commitment to the project has subsided.</li> </ul>
F	The project fails to meet conditions for B+ in at least one of the following areas: <ul style="list-style-type: none"> <li>• Laboratory falsifies data during project execution phase;</li> <li>• Shows disdain for executing the project within minimal standards for environment, safety or health,</li> <li>• Fails to keep DOE informed of project status;</li> <li>• Recent reviews indicate that the project is expected to breach its cost/schedule performance baseline.</li> </ul>

### 2.3 Provide Efficient and Effective Operation of Facilities

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

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

Letter Grade	Definition
A+	In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are also met <ul style="list-style-type: none"> <li>• Performance of the facility <i>exceeds</i> expectations as defined before the start of the year in all of these categories: cost of operations, users served, availability, and capability;</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations are <i>significantly less</i> than planned and are acknowledged to be ‘leadership caliber’ by reviews;</li> <li>• Data on environment, safety, and health continues to be exemplary and widely regarded as among the ‘best in class’</li> <li>• The Laboratory took extraordinary means to deliver an extraordinary result for the users and the program in the performance/ review period.</li> </ul>
A	In addition to satisfying all conditions for B+; <i>all</i> of the following conditions are also met <ul style="list-style-type: none"> <li>• Performance of the facility <i>exceeds</i> expectations as defined before the start of the year in most of these categories: cost of operations, users served, availability, and capability;</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations are <i>less</i> than planned and are acknowledged to be ‘leadership caliber’ by reviews;</li> <li>• Data on environment, safety, and health continues to be <i>exemplary</i> and widely regarded as among the ‘best in class.’</li> </ul>
A-	In addition to satisfying all conditions for B+, <i>one</i> of the following conditions is met: <ul style="list-style-type: none"> <li>• Performance of the facility <i>exceeds</i> expectations as defined before the start of the year in any of these categories: cost of operations, users served, availability, and capability;</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations are <i>less</i> than planned and are acknowledged to be among the best by reviews;</li> </ul>

Letter Grade	Definition
B <sup>+</sup>	The Laboratory has achieved each of the following objectives: <ul style="list-style-type: none"> <li>• Performance of the facility <i>meets</i> expectations as defined before the start of the year in all of these categories: cost of operations, users served, availability, capability (for example, beam delivery, luminosity, peak performance, etc),</li> <li>• The schedule and the costs associated with the ramp-up to steady state operations occur as planned;</li> <li>• Data on environment, safety, and health continues to be very good as compared with other projects in the DOE.</li> <li>• User surveys meet program expectations and reflect that the Laboratory is responsive to user needs.</li> </ul>
B	The project fails to meet expectations in <i>one</i> of the areas listed under B <sup>+</sup> .
B-	The project fails to meet expectations in <i>more than one</i> of the areas listed under B <sup>+</sup> .
C	Performance of the facility fails to meet expectations in <i>many</i> of the areas listed under B <sup>+</sup> ; for example, <ul style="list-style-type: none"> <li>• The cost of operations is unexpectedly high and availability of the facility is unexpectedly low, the number of users is unexpectedly low, capability is well below expectations.</li> <li>• The facility operates at steady state, on cost and on schedule, but the reliability of performance is somewhat below planned values, <u>or</u> the facility operates at steady state, but the associated schedule and costs exceed planned values.</li> <li>• Commitment to environment, safety, and health is satisfactory.</li> </ul>
D	Performance of the facility fails to meet expectations in <i>many</i> of the areas listed under B <sup>+</sup> ; for example, <ul style="list-style-type: none"> <li>• The cost of operations is unexpectedly high and availability of the facility is unexpectedly low; capability is well below expectations.</li> <li>• The facility operates somewhat below steady state, on cost and on schedule, and the reliability of performance is somewhat below planned values, <u>or</u> the facility operates at steady state, but the associated schedule and costs exceed planned values.</li> <li>• Commitment to environment, safety, and health is inadequate.</li> </ul>
F	<ul style="list-style-type: none"> <li>• The facility fails to operate; the facility operates well below steady state <b>and/or</b> the reliability of the performance is well below planned values.</li> <li>• Laboratory commitment to environment, safety, and health issues is inadequate.</li> </ul>

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

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

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

Letter Grade	Definition
A+	In addition to meeting all measures under A, <ul style="list-style-type: none"> <li>• The Laboratory took extraordinary means to deliver an extraordinary result for a new user community.</li> </ul>

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

**Notable Outcomes**

- **BES:** Successfully complete (receive CD-4) by June 2015 and conclude the administrative closeout for the NSLS-II project. (Objective 2.2)
- **BES:** Continue the design, construction, and installation of beamlines currently in progress (NEXT, ABBIX and NxtGen) for NSLS-II within established, acceptable performance goals. (Objective 2.2)
- **BES:** Deliver top-off operation at NSLS-II. (Objective 2.3)
- **HEP:** Submit a revised proposal to create an Office of Science User Facility for Energy Frontier Physics that captures the BNL, LBNL, SLAC, and ANL activities supporting the research using the A Large LHC Toroidal Apparatus (ATLAS). (Objective 2.1)
- **HEP:** Complete all requirements needed to certify the Accelerator Test Facility as Office of Science User Facility for the Accelerator Stewardship subprogram of HEP. (Objective 2.3)
- **HEP:** Achieve CD-3 approval for the LHC ATLAS Detector Upgrade Project. (Objective 2.2)

<b>Program Office<sup>3</sup></b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Weight</b>	<b>Overall Score</b>
<b>Office of Basic Energy Sciences</b>				
2.1 Provide Effective Facility Design(s)			0%	
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			25%	
2.3 Provide Efficient and Effective Operation of Facilities			40%	
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			35%	
<b>Overall BES Total</b>				
<b>Office of Biological and Environmental Research</b>				
2.1 Provide Effective Facility Design(s)			0%	
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%	
2.3 Provide Efficient and Effective Operation of Facilities			90%	
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			10%	
<b>Overall BER Total</b>				
<b>Office of High Energy Physics</b>				
2.1 Provide Effective Facility Design(s)			10%	
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			65%	
2.3 Provide Efficient and Effective Operation of Facilities			25%	
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			0%	
<b>Overall HEP Total</b>				
<b>Office of Nuclear Physics</b>				
2.1 Provide Effective Facility Design(s)			0%	
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			0%	
2.3 Provide Efficient and Effective Operation of Facilities			85%	
2.4 Utilization of Facility(ies) to Provide Impactful S&T Results and Benefits to External User Communities			15%	
<b>Overall NP Total</b>				

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

<sup>3</sup> A complete listing of the Objectives weightings under the S&T Goals for the SC Programs and other customers is provided within Attachment I to this plan.

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

**Table 2.2 – Overall Performance Goal 2.0 Score Development<sup>4</sup>**

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

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

---

<sup>4</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2015.

### **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 TBD%.

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 2015 provided by the Program Offices listed below.

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

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned by each of the offices identified above by the weightings identified for each and then summing them (see Table 3.2 below). The overall score earned is then compared to Table 3.3 to determine the overall letter grade for this Goal. The Contractor's success in meeting each Objective shall be determined based on the Contractor's performance as viewed by the Office of Science, other cognizant HQ Program Offices, and other customers for which the Laboratory conducts work. Should one or more of the HQ Program Offices choose not to provide an evaluation for this Goal and its corresponding Objectives the weighting for the remaining HQ Program Offices shall be recalculated based on their percentage of cost for FY 2015 as compared to the total cost for those remaining HQ Program Offices.

#### **Objectives**

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

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

- The quality of the Laboratory's strategic plan;
- The extent to which the Laboratory shows strategic vision for research
- The extent to which programs of research take advantage of Laboratory capabilities—research programs are more than the sum of their individual project parts;
- The extent to which the Laboratory undertakes research for which it is uniquely qualified;
- The extent to which lab plans are aligned with DOE mission goals;

- The extent to which the Laboratory programs are balanced between high-/low- risk research for a sustainable program; and
- The extent to which the Laboratory is able to retain and recruit staff for a sustainable program

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

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

Letter Grade	Definition
A+	In addition to satisfying the conditions for B+, the execution of the Laboratory’s strategic plan has enabled the Laboratory to achieve each of the following: <ul style="list-style-type: none"> <li>• <i>Most</i> of the Laboratory’s core competencies are recognized as world leading;</li> <li>• The Laboratory has attracted and retained world-leading scientists in <i>most</i> programs;</li> <li>• There is evidence that previous decisions to pursue high-risk/high-payoff research proved to be correct and are paying off;</li> <li>• The Laboratory has succeeded in developing new core competencies of <i>outstanding</i> quality in areas both <i>exploratory</i>, <i>high-risk</i> research and research that is vital to the DOE/SC missions;</li> </ul>
A	In addition to satisfying the conditions for B+, the execution of the Laboratory’s strategic plan has enabled the Laboratory to achieve the following: <ul style="list-style-type: none"> <li>• <i>Several</i> of the Laboratory’s core competencies are recognized as world leading;</li> <li>• The Laboratory has attracted and retained world-leading scientists in <i>several</i> programs;</li> <li>• There is evidence that previous decisions to pursue high-risk/high-payoff research proved to be correct and are paying off</li> <li>• The Laboratory has succeeded in developing <i>new</i> core competencies of <i>high</i> quality in areas both <i>exploratory</i>, <i>high-risk</i> research and research that is vital to the DOE/SC missions</li> </ul>
A-	In addition to satisfying the conditions for B+, the execution of the Laboratory’s strategic plan has enabled the Laboratory to achieve at least one of the following: <ul style="list-style-type: none"> <li>• At least one of the Laboratory’s core competencies is recognized as <i>world-leading</i>;</li> <li>• The Laboratory has attracted and retained <i>world-leading</i> scientists in one or more programs;</li> <li>• The Laboratory has a coherent plan for addressing future workforce challenges.</li> </ul>
B+	The execution of the Laboratory’s strategic plan has enabled the Laboratory to achieve each of the following objectives: <ul style="list-style-type: none"> <li>• The Laboratory has articulated a coherent and compelling strategic plan that has been developed with input from external research communities and headquarters guidance, which, where appropriate, includes a coherent plan for building smaller research programs into new core competencies; and reallocates resources away from less effective programs.</li> <li>• The Laboratory has demonstrated the ability to attract and retain professional scientific staff in support of its strategic vision.</li> <li>• The portfolio of Laboratory research balances the needs for both high-risk/ high-payoff research and stewardship of mission-critical research.</li> <li>• The Laboratory’s research portfolio takes advantage of unique capabilities at the Laboratory.</li> <li>• The Laboratory’s research portfolio includes activities for which the Laboratory is uniquely capable.</li> </ul>

Letter Grade	Definition
B	The Laboratory fails to satisfy one of the conditions for B+; for example <ul style="list-style-type: none"> <li>• The Laboratory’s strategic plan is only <i>partially</i> coherent and is not entirely well-connected with external communities;</li> <li>• The portfolio of Laboratory research does <i>not</i> appropriately balance high-risk/ high-payoff research and stewardship of mission-critical research;</li> <li>• The Laboratory has developed and maintained <i>some, but not all</i>, of its core competencies.</li> <li>• The plan to attract and retain professional scientific staff is <i>lacking</i> strategic vision.</li> </ul>
B-	The Laboratory fails to satisfy <i>several</i> of the conditions for B+, including at least one of the following: <ul style="list-style-type: none"> <li>• Weak programmatic vision insufficiently connected with external communities;</li> <li>• Development and maintenance of only a few core competencies</li> <li>• Little attention to maintaining the correct balance between high-risk and mission-critical research;</li> <li>• Inability to attract and retain talented scientists in some programs.</li> </ul>
C	The Laboratory fails to satisfy <i>several</i> of the conditions for B+, including at least one of the following reasons: <ul style="list-style-type: none"> <li>• The Laboratory’s strategic plan lacks strategic vision and lacks appropriate coordination with appropriate stakeholders including external research groups.</li> <li>• The Laboratory’s strategic plan does not provide for sufficient maintenance of core competencies</li> <li>• Plan to attract and retain professional scientific staff is unlikely to be successful or does not focus on strategic capabilities.</li> </ul>
D	The Laboratory fails to satisfy <i>several</i> of the conditions for B+, and specifically <ul style="list-style-type: none"> <li>• The Laboratory has demonstrated little effort in developing a strategic plan.</li> <li>• The Laboratory has done little to develop and maintain core competencies</li> <li>• The Laboratory has had minimal success in attracting and retaining professional scientific staff.</li> </ul>
F	The Laboratory has: <ul style="list-style-type: none"> <li>• Made limited or ineffective attempts to develop a strategic plan;</li> <li>• Not demonstrated the ability to develop and maintain core competencies, has failed to propose high-risk/high-reward research and has failed to steward mission-critical areas;</li> <li>• Failed to attract even reasonably competent scientists and technical staff.</li> </ul>

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

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

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

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

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

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

Letter Grade	Definition
D	<ul style="list-style-type: none"> <li>• Project/program/facility plans do not exist for a significant fraction of the Laboratory’s major projects/programs/facilities;</li> <li style="text-align: center;">OR</li> <li>• Significant work at the Laboratory is not in alignment with the project/program/facility plans</li> </ul>
F	The Laboratory has failed to conduct project/program/facility planning activities.

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

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

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

Letter Grade	Definition
A+	In addition to meeting the all expectations under A, <ul style="list-style-type: none"> <li>• The Laboratory’s effective communication and extraordinary responsiveness in the face of extreme situations or a national emergency had a materially positive impact on the outcome of the event and/or DOE mission objectives</li> </ul>
A	In addition to satisfying the conditions for B+, the Laboratory also meets all of the following: <ul style="list-style-type: none"> <li>• Laboratory management has instilled a culture throughout the lab that emphasizes good communication practices;</li> <li>• Communication channels are well-defined and information is effectively conveyed;</li> <li>• Responses to HQ requests for information from all Laboratory representatives are prompt, thorough, correct and succinct; important or critical information is delivered in real-time;</li> <li>• Laboratory representatives <i>always</i> initiate a communication with HQ on emerging Laboratory issues; headquarters is never surprised to learn of emerging Laboratory issues through outside channels.</li> </ul>
A-	In addition to satisfying the conditions for B+, <ul style="list-style-type: none"> <li>• Laboratory management has instilled a culture throughout the lab that emphasizes good communication practices; and</li> <li>• Responses to requests for information are prompt, thorough, and economical/succinct at all levels of interaction;</li> <li>• Laboratory representatives <i>often</i> initiate communication with HQ on emerging Laboratory issues;</li> <li>• under critical circumstances, essential information is delivered in real-time</li> </ul>
B+	The Laboratory has achieved each of the following objectives: <ul style="list-style-type: none"> <li>• Staff throughout the Laboratory organization engage in good communication practices;</li> <li>• Responses to requests for information are prompt and thorough;</li> <li>• The accuracy and integrity of the information provided is never in doubt;</li> <li>• Up-to-date point-of-contact information is widely available for all programmatic areas;</li> <li>• Headquarters is always and promptly informed of both positive and negative events at the Laboratory</li> </ul>
B	The Laboratory failed to meet the conditions for B+ <i>in a few instances</i>

Letter Grade	Definition
B-	The Laboratory fails to meet the conditions for B+ for <i>one</i> of the following reasons: <ul style="list-style-type: none"> <li>• Responses to requests for information do not provide the minimum requirements to meet HQ needs; While the integrity of the information provided is never in doubt, its accuracy sometimes is;</li> <li>• Laboratory representatives do not take the initiative to alert HQ to emerging Laboratory issues.</li> </ul>
C	The Laboratory fails to meet the conditions for B+ for <i>one or more</i> of the following reasons: <ul style="list-style-type: none"> <li>• Responses to requests for information frequently fail to provide the minimum requirements to meet HQ needs</li> <li>• The Laboratory used outside channels or circumvented HQ in conveying critical information;</li> <li>• The integrity and/or accuracy of information provided is sometimes in doubt;</li> <li>• Laboratory management fails to demonstrate that its employees are held accountable for ensuring effective communication and responsiveness;</li> <li>• Laboratory representatives failed to alert HQ to emerging Laboratory issues.</li> </ul>
D	The Laboratory fails to meet the conditions for B+ for one of the following reasons: <ul style="list-style-type: none"> <li>• Laboratory staff are generally well-intentioned in communication but consistently ineffective and/or incompetent;</li> <li>• The Laboratory management fails to emphasize the importance of effective communication and responsiveness</li> </ul>
F	The Laboratory fails to meet the conditions for B+ for one of the following reasons <ul style="list-style-type: none"> <li>• Laboratory staff are openly hostile and/or non-responsive to requests for information – emails and phone calls are consistently ignored;</li> <li>• Responses to requests for information are consistently incorrect, inaccurate or fraudulent – information is not organized, is incomplete, or is fabricated.</li> </ul>

**Notable Outcomes**

- **BES:** Develop a comprehensive strategic plan for the materials research portfolio supported by BES-MSE. (Objective 3.1)
- **NP:** Strengthen the BNL Isotope Program Management team to promote more effective operations and communication by filling vacant senior management positions. (Objective 3.2)

Program Office <sup>5</sup>	Letter Grade	Numerical Score	Weight	Overall Score
<b>Office of Advanced Scientific Research</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			30%	
3.2 Project/Program /Facilities Management			40%	
3.3 Communications and Responsiveness			30%	
Overall ASCR Total				
<b>Office of Basic Energy Sciences</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			35%	
3.2 Project/Program /Facilities Management			35%	
3.3 Communications and Responsiveness			30%	
Overall BES Total				
<b>Office of Biological and Environmental Research</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			20%	
3.2 Project/Program /Facilities Management			30%	

<sup>5</sup> A complete listing of the Objectives weightings under the S&T Goals for the SC Programs and other customers is provided within Attachment I to this plan.

<b>Program Office<sup>5</sup></b>	<b>Letter Grade</b>	<b>Numerical Score</b>	<b>Weight</b>	<b>Overall Score</b>
3.3 Communications and Responsiveness			50%	
<b>Overall BER Total</b>				
<b>Office of High Energy Physics</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			30%	
3.2 Project/Program /Facilities Management			45%	
3.3 Communications and Responsiveness			25%	
<b>Overall HEP Total</b>				
<b>Office of Nuclear Physics</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			40%	
3.2 Project/Program /Facilities Management			35%	
3.3 Communications and Responsiveness			25%	
<b>Overall NP Total</b>				
<b>Office of Defense Nuclear Nonproliferation</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			43%	
3.2 Project/Program /Facilities Management			30%	
3.3 Communications and Responsiveness			27%	
<b>Overall DNN Total</b>				
<b>Office of Nuclear Energy</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			20%	
3.2 Project/Program /Facilities Management			30%	
3.3 Communications and Responsiveness			50%	
<b>Overall Office of Nuclear Energy</b>				
<b>Nuclear Regulatory Commission</b>				
3.1 Effective and Efficient Strategic Planning and Stewardship			34%	
3.2 Project/Program /Facilities Management			33%	
3.3 Communications and Responsiveness			33%	
<b>Overall NRC Total</b>				

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

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

**Table 3.2 – Overall Performance Goal 3.0 Score Development<sup>6</sup>**

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

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

---

<sup>6</sup> The final weights to be utilized for determining weighted scores will be determined following the end of the performance period and will be based on actual cost for FY 2015.

**Attachment I**

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

	<b>ASCR</b>	<b>BER</b>	<b>BES</b>	<b>HEP</b>	<b>NP</b>
	<b>Weight</b>	<b>Weight</b>	<b>Weight</b>	<b>Weight</b>	<b>Weight</b>
<b>Goal 1.0 Mission Accomplishment</b>					
1.1 Impact	50%	60%	50%	60%	50%
1.2 Leadership	50%	40%	50%	40%	50%
<b>Goal 2.0 Design, Fabrication, Construction and Operation of Facilities</b>					
2.1 Design of Facility (the initiation phase and the definition phase, i.e. activities leading up to CD-2)	0%	0%	0%	10%	0%
2.2 Construction of Facility / Fabrication of Components (execution phase, Post CD-2 to CD-4)	0%	0%	25%	65%	0%
2.3 Operation of Facility	0%	90%	40%	25%	85%
2.4 Utilization of Facility to Grow and Support Lab's Research Base and External User Community	0%	10%	35%	0%	15%
<b>Goal 3.0 Program Management</b>					
3.1 Effective and Efficient Strategic Planning and Stewardship	30%	20%	35%	30%	40%
3.2 Project/Program/Facilities Management	40%	30%	35%	45%	35%
3.3 Communications and Responsiveness	30%	50%	30%	25%	25%

**Attachment I**

**Program Office Goal & Objective Weightings  
All Other Customers<sup>7</sup>**

	<b>DNN</b>	<b>NRC</b>
	<b>Weight</b>	<b>Weight</b>
<b>Goal 1.0 Mission Accomplishment</b>		
1.1 Impact	54%	50%
1.2 Leadership	46%	50%
<b>Goal 3.0 Program Management</b>		
3.1 Effective and Efficient Strategic Planning and Stewardship	43%	34%
3.2 Project/Program/Facilities Management	30%	33%
3.3 Communications and Responsiveness	27%	33%

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

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

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

**Objectives:**

**4.1 Leadership and Stewardship of the Laboratory**

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

- Define an exciting yet realistic scientific vision for the future of the laboratory,
- Make progress in realizing the vision for the laboratory,

---

<sup>7</sup> Objective weightings indicated for non-science customers are reflective of FY 2015 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 2015 the preliminary weightings provided shall become final.

- Establish and maintain long-term partnerships/relationships that maintain appropriate relations with the scientific and local communities, and
- Develop and leverage appropriate relations with private industry to the benefit of the laboratory and the U.S. taxpayer.

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

Letter Grade	Definition
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+	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. 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.
A	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.
A-	The laboratory senior management performs better than expected (B+ grade) in these areas.
B+	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. 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.

B	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.
C	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.
D	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.
F	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.

### 4.3 Contractor Value-added

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

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

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

**Notable Outcomes**

- **BHSO:** BSA Management will demonstrate progress in implementing actions identified in their Accountability Initiative from FY14. (Objective 4.2)
- **BHSO:** BSA management will sustain improvements in safety performance achieved in FY14. (Objective 4.2)

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

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

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

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

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

The weight of this Goal is TBD%.

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

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

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

**Notable Outcomes**

- **BHSO:** BSA will expand utilization of existing tools (hazard validation tool, ES&H surveillance cards, etc.) to improve the identification and management of hazards. (Objective 5.1)

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

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

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

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

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

The weight of this Goal is TBD%.

**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 Technology and 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 also consider the stewardship of the pipeline of innovations and resulting intellectual assets at the Laboratory along with impacts and returns created/generated as a result of technology transfer, work for others and intellectual asset deployment activities.

**Notable Outcomes**

- **BHSO:** BSA will demonstrate effective Contractor Assurance System (CAS) implementation in business systems. (Objectives 6.1, 6.4)

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

**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 TBD%.

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

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

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

**Notable Outcomes**

- **BHSO:** Implementation of the BNL Campus Strategy including sustainability objectives; space consolidation, and strengthen the mission need for projects to support the science mission described in the Annual Lab Plan. (Objectives 7.1, 7.2)

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

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

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

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

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

The weight of this Goal is TBD%.

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

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

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

**Notable Outcomes**

- None

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

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

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

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

**U.S. Department of Energy**  
**and**  
**Brookhaven Science Associates, LLC**

**ATTACHMENT J.5**

**APPENDIX E**

**KEY PERSONNEL**

**Applicable to the Operation of  
The Brookhaven National Laboratory**

**Contract No. DE-AC02-98CH10886  
Modification No. M563**

## **Appendix E** **Key Personnel**

Pursuant to the clause entitled, "Key Personnel," the following positions are considered to be essential to work being performed.

<u>Name</u>	<u>Title</u>
Dr. Doon Gibbs	Director
Mr. Jack Anderson	Deputy Director for Operations
Dr. Robert Tribble	Deputy Directory for Science & Technology
Mr. Lanny Bates	Assistant Laboratory Director, Facilities & Operations
Dr. William Bookless	Assistant Laboratory Director, Policy and Strategic Planning
Ms. Suzanne M. Davidson	Chief Financial Officer
Dr. Steven Dierker	Associate Laboratory Director, Photon Sciences
Ms. Anne Troutman	General Counsel
Ms. Gail Mattson	Assistant Laboratory Director for Environment, Safety & Health
Mr. Peter Genzer	Interim Assistant Laboratory Director for Community, Education, Government & Public Affairs
Dr. Martin Schoonen	Interim Associate Laboratory Director for Environment, Biology, Nuclear Science, and Nonproliferation
Dr. John Hill	Interim Associate Laboratory Director, Basic Energy Sciences
Dr. Berndt Mueller	Associate Laboratory Director, Nuclear and Particle Physics

**U.S. Department of Energy**  
**and**  
**Brookhaven Science Associates, LLC**

**ATTACHMENT J.8**

**APPENDIX H**

**FY15 – SMALL BUSINESS SUBCONTRACTING PLAN**

**Applicable to the Operation of  
The Brookhaven National Laboratory**

**Contract No. DE-AC02-98CH10886  
Modification No. M563**

# FY2015 SMALL BUSINESS SUBCONTRACTING PLAN

October 1, 2014

## Identification Data

Contractor: **BROOKHAVEN SCIENCE ASSOCIATES, LLC**

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

Solicitation or Contract Number: **DE-AC02-98CH10886**

Total Amount of the Contract for the Performance Period: \$635,000,000.

Period of Contract Performance: October 1, 2014 through September 30, 2015

### I. Type of Plan

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

This Individual Subcontracting Plan is for FY2015. Brookhaven Science Associates, LLC (BSA) small business goals are set for each fiscal year of the Contract.

### II. Goals

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

Subcontracting goals for the six small business categories (including ANCs and Indian Tribes) are included in Appendix 1.

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

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

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

The goals for the six small business categories (including ANCs and Indian Tribes) are based on consultations with the DOE. Potential suppliers will be identified using BSA’s current vendor base, and various directories including: System for Award Management (SAM), the DOE-OSDBU Small Business Contacts Database, Women’s Chamber of Commerce, The Suffolk County Women’s Business Enterprise Coalition (SCWBEC), The Procurement Technical Assistance Center’s (PTAC) Database, the Small Business Administration-Small Business Development Center (SBA-SBDC) databases, and sharing the small business databases from the other 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.

BSA will ensure timely payment of amounts due pursuant to the terms of its subcontracts with the six small business concerns (including ANCs and Indian Tribes). BSA will use Small Business Set Asides to support the small business goals stated in Appendix 1.

a. Small Business Set-Asides Types:

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

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

2. Construction Set-Asides:

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

### III. Sole Source Procurements:

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

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

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

- e. A Protégé under a DOE Prime Contractor Mentor-Protégé Program can be awarded a contract on a noncompetitive basis, without the need for a sole source justification for any value.

**Note:** Indirect costs have not been included in the dollar and percentage subcontracting goals stated in Appendix 1.

#### IV. Program Administrator

The Contractor's subcontracting program administrator is:

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

Telephone: (631) 344-3173

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

**Duties:** General overall responsibility for Brookhaven Science Associates (BSA) subcontracting program, i.e., developing, preparing, and executing subcontracting plans and monitoring performance relative to the requirements of this particular plan. These duties include, but are not limited to, the following activities:

- a. Developing and promoting laboratory-wide policy initiatives that demonstrate BSA's support for awarding contracts and subcontracts to the six small business categories (including ANCs and Indian Tribes).
- b. Making arrangements for the utilization of various sources for the identification of the six small business categories (including ANCs and Indian Tribes) through some of the following resources: System for Award Management (SAM), the DOE-OSDBU Small Business Contacts Database, GSA Office of Small Business, Women's Chamber of Commerce Database, the Procurement Technical Assistance Center's Database, the SBA-SBDC databases, sharing the Small Business databases from the other National Labs, the National Minority Business Directory, etc. This effort will be focused on identification of reliable, competitive suppliers in the areas where achieving small business goals has been a challenge.
- c. Attending or arranging for the attendance of the procurement personnel at small business opportunity workshops; seminars, trade fairs, procurement conferences, etc.
- d. Ensuring small businesses (including ANCs and Indian Tribes) are made aware of subcontracting opportunities and basic prerequisites for the preparation of a responsive bid.

- e. Conducting or arranging for training for procurement personnel regarding the intent and impact of Public Law 95-507 on purchasing procedures.
- f. Supporting the PPM Compliance and Policy Manager in randomly reviewing procurements to ensure the maximum possible participation of the six small business categories (including ANCs and Indian Tribes).
- g. Monitoring the over \$650,000 (\$1,500,000 for construction) large business subcontractors' performance and making suggestions for the utilization of small business, where applicable, so that any adjustments necessary to achieve the subcontracting plan goals can be made.
- h. Preparing, inputting and submitting timely subcontracting reporting through the eSRS.
- i. Coordinating BSA's activities during compliance reviews by Federal agencies.
- j. Assuring the integrity of supplier information by reviewing the Representations and Certifications, ensuring that supplier NAICS codes and socioeconomic classifications are included in the descriptions of new suppliers.

V. Equitable Opportunity

BSA will ensure that small businesses (including ANCs and Indian Tribes) have an equitable opportunity to compete for subcontracts. The various efforts include, but are not limited to, the following activities:

- a. Outreach efforts to obtain sources:
  - (i) The SBLO works with the Hauppauge Industrial Association (HIA), the Suffolk County Women's Business Enterprise Coalition (SCWBEC) and many other trade associations.
  - (ii) The SBLO also works with the: Stony Brook University/ Farmingdale College Small Business Development Centers (SBDC), the LaGuardia College – Procurement Technical Assistance Program (PTAP); and Small Business Administration (SBA).
  - (iii) Potential sources will be obtained from the SAM database and other electronic medium.
  - (iv) Utilization of the Internet to obtain new sources.
- b. Internal efforts to guide and encourage purchasing personnel:

- (i) Presenting workshops, seminars, and/or training programs including training in the use of the SAM.
  - (ii) Establishing, maintaining, and using small business source lists, guides, and other data for soliciting subcontracts, and encouraging procurement staff to utilize this data.
  - (iii) Monitoring activities to evaluate compliance with the subcontracting plan.
- c. Outreach efforts to promote small business development (including ANCs and Indian Tribes), will include:
- (i) Maintaining an annual list of outreach events and activities to attend and participate in.
  - (ii) Attending DOE small business conferences and other small business seminars and trade shows where it is expected that attendance will identify potential sources to aid in reaching the small business goals.
  - (iii) Working closely with both the on & off site SBDC's and the local SBA office.
  - (iv) Networking with other Management and Operation (M&O) contractor SBLO's.
  - (v) Working closely with CEGPA and other BSA directorates on outreach efforts.
  - (vi) Providing contact information for 8(a) (including ANCs and Indian Tribes) and HUB-Zone small businesses to assist them in achieving SBA certification.
  - (vii) Maintaining an internal Small Business Policy.
  - (viii) Participating in DOE SBPM conference calls.

## VI. Flow-Down Clauses

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

These plans will be reviewed against the provisions of Public Law 95-507 to assure that all minimum requirements of an acceptable subcontracting plan have been satisfied. The acceptability of percentage goals will be determined on a case-by-case basis depending on the supplies/services involved, the availability of the six potential small business categories (including ANCs and Indian Tribes) and prior experience. Once approved and implemented, plans will be monitored through the submission of periodic reports, and/or, as time and availability of funds permit, periodic visits to subcontractors' facilities to review applicable records and subcontracting program progress.

VII. Reporting and Cooperation

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

VIII. Document Retention

Records will be maintained to demonstrate the procedures adopted to comply with the requirements and goals in the subcontracting plan. These records will include, but not be limited to, the following:

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

- (ii) Confirmation of HUB-Zone certification will be verified by searching the Dynamic Small Business Data Base (DSBS).

IX. Mentor-Protégé Program

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

X. Description of Good Faith Effort

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

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



**FY2015 Small Business Subcontracting Plan - Appendix 1**  
**October 1, 2014**

Contractor: BROOKHAVEN SCIENCE ASSOCIATES, LLC  
Address: BROOKHAVEN NATIONAL LABORATORY  
Upton, New York 11973-5000

1. Total estimated dollar value of all planned subcontracting, (to all types of business concerns) under this contract, is \$136,525,000.
  
2. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) and associated dollars are applicable to the contract cited above and will be pursued on a best efforts basis consistent with good commercial practices and best value assessments:
  - (i) Small Business (SB) (including ANCs and Indian Tribes) 50% or \$68,262,500 of total planned subcontracting dollars under this contract will go to subcontractors who are small business (% of value in 1).
  
  - (ii) Small Disadvantaged Business (SDB)/ 8(a) (including ANCs and Indian Tribes) 5% or \$6,826,250 of total planned subcontracting dollars under this contract will go to subcontractors who are small disadvantaged business/8(a) small businesses (including ANCs and Indian Tribes). This percentage is included in the percentage shown under 2(i) above as a subset.
  
  - (iii) Woman-Owned Small Business (WOB) 6% or \$8,191,500 of total planned subcontracting dollars under this contract will go to subcontractors who are woman-owned small business (% of "1"). This percentage is included in the percentage shown under 2(i) above as a subset.
  
  - (iv) Historically Underutilized Small Business (HUB) 3% or \$4,095,750 of total planned subcontracting dollars under this contract will go to subcontractors who are HUB small business (% of "1"). This percentage is included in the percentage shown under 2(i) above as a subset.
  
  - (v) Service-Disabled Veteran-Owned Small Business (SDVOB) 3% or \$4,095,750 of total planned subcontracting dollars under this contract will go to subcontractors who are service-disabled veteran-owned small business (% of "1"). This percentage is included in the percentage shown under 2(i) above as a subset.
  
  - (vi) Veteran-Owned Small Business (SDVOB) 3% or \$4,095,750 of total planned subcontracting dollars under this contract will go to subcontractors who are veteran-owned small business (% of "1"). This percentage is included in the percentage shown under 2(i) above as a subset.

**U.S. Department of Energy**  
**and**  
**Brookhaven Science Associates, LLC**

**ATTACHMENT J.9**

**APPENDIX I**

**DOE DIRECTIVES/LIST B**

**Applicable to the Operation of  
The Brookhaven National Laboratory**

**Contract No. DE-AC02-98CH10886  
Modification No. M556**

## **APPENDIX I**

### **DOE DIRECTIVES**

There is no List A to this Appendix.

List B to this Appendix contains two parts as follows:

Part I: "Directives List"

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

Part II: "Partial Deletions of Directives"

This section contains a list of Directives that are applicable, but have subsequently been revised by DOE to remove certain sections.

**Appendix I - Part I**

**DOE DIRECTIVES LIST**

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

DATE	TYPE	NUMBER	THROUGH CHANGE	SUBJECT TITLE Contractor Requirements Document (CRD) Includes Compliance Notes as Necessary
9/29/95	Order	130.1		CRD - Budget Formulation Process
5/2/01	Policy	141.1		Department of Energy Management of Cultural Resources
9/4/08	Manual	142.2-1	Admin Chg. 1 6-27-13	CRD – Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
12/15/06	Order	142.2A	Admin Chg. 1 6-27-13	CRD – Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
10/14/10	Order	142.3A		CRD – Unclassified Foreign Visits and Assignments Program
3/31/14	Order	150.1A		CRD – Continuity Programs
11/2/05	Order	151.1C		CRD - Comprehensive Emergency Management System
6/27/07	Order	153.1		CRD - Departmental Radiological Emergency Response Assets
12/23/08	Order	200.1A		CRD – Information Technology Management
1/7/05	Order	203.1		Limited Personal Use of Government Office Equipment Including Information Technology
5/8/01	Policy	205.1		Departmental Cyber Security Management Policy
5/16/11	Order	205.1B	Admin Chg. 3 4/29/14	CRD – Department of Energy Cyber Security Program
4/17/06	Manual	205.1-3	Admin Chg. 1 12/20/12	Telecommunications Security Manual
1/16/09	Order	206.1		CRD - Department of Energy Privacy Program
2/19/13	Order	206.2		CRD – Identity, Credential, and Access Management (ICAM)
4/8/11	Order	210.2A		CRD – DOE Corporate Operating Experience Program
4/19/08	Order	221.1A		CRD - Reporting Fraud, Waste, and Abuse to the Office of Inspector General
2/25/08	Order	221.2A		CRD - Cooperation with the Office of Inspector General
3/4/11	Order	225.1B		CRD - Accident Investigations
8-30-11	Order	227.1		CRD – Independent Oversight Program
6-27-11	Order	231.1B	Admin Chg. 1 11/28/12	CRD – Environment, Safety and Health Reporting
8/30/11	Order	232.2	Admin Chg. 1 3/12/14	CRD – Occurrence Reporting and Processing of Operations Information
12/13/10	Order	241.1B		CRD - Scientific and Technical Information Management
3/11/13	Order	243.1B		CRD – Records Management Program
2/2/06	Order	243.2		CRD - Vital Records
2/23/11	Order	252.1A	Admin Chg. 1 3/12/13	CRD - Technical Standards Program

<b>DOE DIRECTIVES LIST</b>				
DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov">http://www.directives.doe.gov</a>				
<b>DATE</b>	<b>TYPE</b>	<b>NUMBER</b>	<b>THROUGH CHANGE</b>	<b>SUBJECT TITLE Contractor Requirements Document (CRD) Includes Compliance Notes as Necessary</b>
11/19/09	Order	313.1		CRD – Management and Funding of the Departments Overseas Presence
10/18/07	Order	341.1A Parts: 1.(a-b) 2.a., 2.a.(1-3), 2.a.(4)(a-h)		CRD - Federal Employee Health Services
2/23/10	Order	350.1	Chg. 4 4/29/13	CRD - Contractor Human Resource Management Programs
<b>11/16/11</b>	<b>Order</b>	<b>NA 350.2</b>	<b>Rev. 1 11/18/12</b>	<b>CRD – Use of Management and Operation Contractor Employees for Services to NNSA in the Washington, D.C., Area</b>
5/31/11	Order	350.2B		CRD – Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington D.C. Area
4/14/14	Policy	364.1		Health and Safety Training Reciprocity
8/17/09	Order	410.2	Admin Chg. 1 4/10/14	CRD – Management of Nuclear Materials
4/21/05	Order	412.1A	Admin Chg. 1 6/21/14	Work Authorization System
10/28/08	Order	413.1B		CRD – Internal Control Program
4/19/06	Order	413.2B	Admin Chg. 1 1/31/11	CRD - Laboratory Directed Research and Development
11/29/10	Order	413.3B		CRD – Program and Project Management for the Acquisition of Capital Assets
4/25/11	Order	414.1D	Admin Chg. 1 5/8/13	CRD – Quality Assurance
12/3/12	Order	415.1		CRD – Information Technology Project Management
2/8/11	Policy	420.1		Department of Energy Nuclear Safety Policy  <b>Compliance Note:</b> Only applicable to BNL facilities categorized as Hazardous Category 1, 2 or 3 nuclear facilities
12/04/12	Order	420.1C		CRD – Facility Safety  <b>Compliance Note:</b> Chapters 1, 3, and 5 are applicable to BNL facilities categorized as hazardous category 1, 2 and 3 nuclear facilities. In the future, if needed, BNL will implement chapters 1, 3, and 5 as applicable if a hazard category 1, 2 or 3 nuclear facility is proposed by BNL and approved by DOE.
7/21/11	Order	420.2C		CRD – Safety of Accelerator Facilities
6/2/14	Order	470.5		CRD – Insider Threat Program

**DOE DIRECTIVES LIST**

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

DATE	TYPE	NUMBER	THROUGH CHANGE	SUBJECT TITLE Contractor Requirements Document (CRD) Includes Compliance Notes as Necessary
6/29/10	Order	422.1	Admin Chg. 1 6/25/13	CRD- Conduct of Operations  <b>Compliance Note:</b> Applicable to Hazardous Category 1, 2, or 3 nuclear facilities and other facilities as defined by BSA in a Program Plan, to be approved by BHSO, for incorporating
4/16/10	Order	425.1D	Admin Chg. 1 4/2/13	CRD – Verification of Readiness to Start Up or Restart Nuclear Facilities  <b>Compliance Note:</b> Only applicable to BNL facilities categorized as Hazardous Category 1, 2 or 3 nuclear facilities
4/21/10	Order	426.2	Admin Chg. 1 7/29/13	CRD - Personnel Selection, Training, Qualification, and Certification Requirements for DOE Nuclear Facilities
09/24/03	Order	430.1B	Admin Chg. 2 4/25/11	CRD – Real Property and Asset Management
4/21/10	Order	433.1B	Admin Chg. 1 3/12/13	CRD - Maintenance Management Program for DOE Nuclear Facilities  <b>Compliance Note:</b> Only applicable to BNL facilities categorized as Hazardous Category 1, 2 or 3 nuclear facilities
11/7/13	Policy	434.1A		Conduct and Approval of Select Agent and Toxin Work at Department of Energy Sites
7/9/99	Order	435.1	Admin Chg. 1 8/28/01	CRD - Radioactive Waste Management
7/9/99	Manual	435.1-1	1 6/19/01	Radioactive Waste Management Manual
5/2/11	Order	436.1		CRD – Departmental Sustainability
3/7/08	Manual	441.1-1		CRD - Nuclear Material Packaging Manual
6/6/01	Order	442.1A		CRD - Department of Energy Employee Concerns Program
7/29/11	Order	442.2		CRD – Differing Professional Opinions for Technical Issues Involving Environment, Safety and Health
3/17/11	Order	443.1B		CRD – Protection of Human Research Subjects
4-25-11	Policy	450.4A		Integrated Safety Management Policy
7/21/11	Order	452.8		CRD - Control of Nuclear Weapon Data
5/31/11	Order	456.1		CRD – The Safe Handling of Unbound Engineered Nanoparticles
9/15/05	Policy	456.1		Secretarial Policy Statement on Nanoscale Safety
2/11/11	Order	458.1	Admin Chg. 3 1/15/13	CRD- Radiation Protection of the Public and the Environment
5/14/10	Order	460.1C		CRD - Packaging and Transportation Safety

**DOE DIRECTIVES LIST**

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

DATE	TYPE	NUMBER	THROUGH CHANGE	SUBJECT TITLE Contractor Requirements Document (CRD) Includes Compliance Notes as Necessary
12/22/04	Order	460.2A		CRD - Departmental Materials Transportation and Packaging Management
6/4/08	Manual	460.2-1A		Radioactive Material Transportation Practices Manual
11/10/08	Order	462.1	Admin Chg. 1 7/10/13	CRD – Import and Export of Category 1 and 2 Radioactive Sources Aggregated Quantities
12/29/10	Policy	470.1A		Safeguards and Security Program
8/12/08	Order	470.3B		Graded Security Protection (GPS) Policy
7/21/11	Order	470.4B		CRD – Safeguards and Security Program
1/16/09	Manual	470.4-4A*	1 10/12/10	CRD – Information Security Manual <b>Compliance Note:</b> This Directive is cancelled by Order 471.6, except for Section D. – Technical Surveillance Countermeasures, which will be retained in its entirety.
6/2/14	Order	470.5		CRD – Insider Threat Program
3/1/10	Order	471.1B		CRD - Identification and Protection of Unclassified Controlled Nuclear Information
4/9/03	Order	471.3	Admin Chg. 1 1/13/11	CRD - Identifying and Protecting Official Use Only Information
4/9/03	Manual	471.3-1	Admin Chg. 1 1/13/11	CRD - Manual for Identifying and Protecting Official Use Only Information
6/20/11	Order	471.6	Admin Chg. 1 11-23-12	CRD – Information Security  Compliance Note: This Directive contains a Partial deletion of Manual 470.4-4A
7/27/11	Order	472.2	Admin Chg. 1 10-8-13	CRD – Personnel Security
6/27/11	Order	473.3		CRD - Protection Program Operations
6/27/11	Order	474.2	Admin Chg. 2 11/19/12	CRD – Nuclear Material Control and Accountability
12/10/04	Order	475.1		Counterintelligence Program
2/1/11	Order	475.2A		CRD – Identifying Classified Information
1/03/01	Manual	481.1-1A	Admin Chg. 1 9/28/01	Reimbursable Work for Non-Federal Sponsored Process Manual
11-6-13	Order	483.1A		CRD - DOE Cooperative Research and Development Agreements

<b>DOE DIRECTIVES LIST</b>				
DOE Directives may be found at the following address: <a href="http://www.directives.doe.gov">http://www.directives.doe.gov</a>				
<b>DATE</b>	<b>TYPE</b>	<b>NUMBER</b>	<b>THROUGH CHANGE</b>	<b>SUBJECT TITLE</b> Contractor Requirements Document (CRD) Includes Compliance Notes as Necessary
8/17/06	Order	484.1	Admin Chg. 2 6/30/14	CRD - Reimbursable Work for the Department of Homeland Security
11/3/04	Order	522.1		CRD - Pricing of Departmental Materials and Services <b>NOTE: See Prime Contract Supplemental Guidance on NSLS-II Waiver</b>
1/6/03	Order	534.1B		CRD – Accounting
4/2/12	Order	551.1D		CRD – Official Foreign Travel
3/30/12	Order	580.1A	Admin Chg. 1 10/22/12	CRD – Department of Energy Personal Property Management Program

**Appendix I - Part II**

<b>PARTIAL DELETIONS OF DIRECTIVES</b>				
<b>DATE</b>	<b>DOE DIRECTIVE NUMBER</b>	<b>SUBJECT TITLE</b>	<b>DELETION DIRECTIVE DATE</b>	<b>SECTIONS DELETED</b>
10/12/10	M 470.4-4A	Information Security Manual	Order 471.6	All, except for Section D. – Technical Surveillance Countermeasures, which will be retained in its entirety