

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES  
1 | 2

2. AMENDMENT/MODIFICATION NO. <b>M138</b>	3. EFFECTIVE DATE <b>10/01/05</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY CODE <b>U.S. Department of Energy Brookhaven Site Office 53 Bell Avenue, Building 464 Upton, NY 11974-5000</b>		7. ADMINISTERED BY (If other than Item 6) Code	

8. NAME AND ADDRESS OF CONTRACTOR (No. street, county, State and ZIP Code) <b>Brookhaven Science Associates, LLC 25 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)
		10.A. MODIFICATION OF Contract/Order NO. <b>DE-AC02-98CH10886</b>
		10.B. DATED (SEE ITEM 13) <b>01/05/1998</b>
CODE N/A	FACILITY CODE N/A	

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

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

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


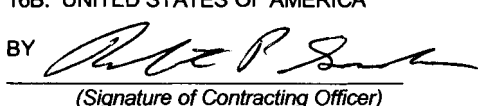
**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

	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.
	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).
<b>X</b>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>MUTUAL AGREEMENT OF THE PARTIES</b>
	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.)

The purpose of this Modification is to Revise Section I Table of Contents; Add Clause I.73B - DEAR 952.235-71, Research Misconduct (JUL 2005); Revise Clause I.80 - 970.5204-3, Access to and Ownership of Records (DEC 2000); Replacement of Attachment J.2, Appendix B, Performance Evaluation and Management Plan FY 2005 and Replacement of Attachment J.12, Appendix L, Computation of Fee.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>John Hauser Chief Financial Officer</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Robert P. Gordon Contracting Officer</b>
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)
15C. DATE SIGNED <b>9/30/05</b>	16C. DATE SIGNED <b>9-30-05</b>

Said contract, as modified previously, is hereby further modified as follows:

1. **Section I** – Contract Clauses, Table of Contents is revised to reflect addition of Clause I.73B and update to Clause I.80.
2. **Add Clause I.73B** - DEAR 952.235-71, Research Misconduct (JUL 2005).
3. **Clause I.80** - Delete 970.5204-3, Access to and Ownership of Records (DEC 2000), in its entirety and replace with the attached updated revision of 970.5204-3, Access to and Ownership of Records (JUL 2005).
4. **Attachment J.2, Appendix B** – Performance Evaluation and Management Plan.  
Appendix B - Performance Evaluation and Measurement Plan for FY2005 identified as Modification M135 is superseded by the attached revised Appendix B, Performance Evaluation and Measurement Plan for FY 2006, identified as Modification M138.
5. **Attachment J.12, Appendix L - Computation of Fee:** FY 2005 Appendix L, Computation of Fee, identified as Modification M124 is superseded by the attached revised FY 2006, Appendix L, Computation of Fee, identified as Modification M138.

**Attachments:**

Attachment Section I, Contract Clauses, Table of Contents

Attachment Clause I.73B, DEAR 952.235-71, Research Misconduct (JUL 2005)

Attachment Clause I.80, DEAR 970.5204-3, Access to and Ownership of Records (JUL 2005)

Attachment J.2, Appendix B – Performance Evaluation and Management Plan FY2006

Attachment J.9, Appendix L – Computation of Fee FY2006

**PART II**

**SECTION I**

**CONTRACT CLAUSES**

**TABLE OF CONTENTS**

<b>CLAUSE NO.</b>	<b>FAR/DEAR REFERENCE</b>	<b>TITLE OF CLAUSE</b>	<b>PAGE NO.</b>
I.1	FAR 52.202-1	DEFINITIONS (DEC 2001); MODIFIED BY DEAR 952.202-1 (MAR 2002)	I-1
I.2	FAR 52.203-3	GRATUITIES (APR 1984)	I-3
I.3	FAR 52.203-5	COVENANT AGAINST CONTINGENT FEES (APR 1984)	I-4
I.4	FAR 52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (JUL 1995)	I-5
I.5	FAR 52.203-7	ANTI-KICKBACK PROCEDURES (JUL 1995)	I-5
I.6	FAR 52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	I-7
I.7	FAR 52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)	I-8
I.8	FAR 52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (JUN 2003)	I-9
I.9	FAR 52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON RECYCLED PAPER (AUG 2000)	I-16
I.9A	FAR 52.204-7	CENTRAL CONTRACTOR REGISTRATION (OCT 2003)	I-18
I.9B	FAR 52.208-8	REQUIRED SOURCES FOR HELIUM AND HELIUM USAGE DATA (APR 2002)	I-21

<b>CLAUSE NO.</b>	<b>FAR/DEAR REFERENCE</b>	<b>TITLE OF CLAUSE</b>	<b>PAGE NO.</b>
I.10	FAR 52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT (JAN 2005)	I-22
I.11	FAR 52.211-5	MATERIAL REQUIREMENTS (AUG 2000)	I-22
I.12	FAR 52.215-8	ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997)	I-23
I.13	FAR 52.215-12	SUBCONTRACTOR COST OR PRICING DATA (OCT 1997)	I-24
I.14	FAR 52.215-13	SUBCONTRACTOR COST OR PRICING DATA--MODIFICATIONS (OCT 1997)	I-24
I.15	FAR 52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS (OCT 2000)	I-25
I.16	FAR 52.219-9	SMALL BUSINESS SUBCONTRACTING PLAN (JUL 2005)	I-27
I.17	FAR 52.219-16	LIQUIDATED DAMAGES - SUB-CONTRACTING PLAN (JAN 1999)	I-34
I.18	FAR 52.219-25	SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM-DISADVANTAGED STATUS AND REPORTING (OCT 1999)	I-35
I.19	FAR 52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)	I-36
I.20	FAR 52.222-3	CONVICT LABOR (JUN 2003)	I-36
I.21	FAR 52.222-4	CONTRACT WORK HOURS AND SAFETY STANDARDS ACT - OVERTIME COMPENSATION (JUL 2005)	I-37
I.22	FAR 52.222-11	SUBCONTRACTS (LABOR STANDARDS) (JUL 2005)	I-38
I.23	FAR 52.222-21	PROHIBITION OF SEGREGATED FACILITIES (FEB 1999)	I-40

<b>CLAUSE NO.</b>	<b>FAR/DEAR REFERENCE</b>	<b>TITLE OF CLAUSE</b>	<b>PAGE NO.</b>
I.24	FAR 52.222-26	EQUAL OPPORTUNITY (APR 2002)	I-40
I.25	FAR 52.222-29	NOTIFICATION OF VISA DENIAL (JUN 2003)	I-43
I.26	FAR 52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)	I-43
I.27	FAR 52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES (JUN 1998)	I-48
I.28	FAR 52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS (DEC 2001)	I-49
I.29	FAR 52.223-5	POLLUTION PREVENTION AND RIGHT-TO-KNOW INFORMATION (AUG 2003) (ALTERNATE I)(AUG 2003)	I-51
I.29A	FAR 52.223-10	WASTE REDUCTION PROGRAM (AUG 2000)	I-52
I.30	FAR 52.223-12	REFRIGERATION EQUIPMENT AND AIR CONDITIONERS (MAY 1995)	I-52
I.30A	FAR 52.223-14	TOXIC CHEMICAL RELEASE REPORTING (AUG 2003)	I-52
I.31	FAR 52.224-1	PRIVACY ACT NOTIFICATION (APR 1984)	I-54
I.32	FAR 52.224-2	PRIVACY ACT (APR 1984)	I-54
I.33	FAR 52.225-1	BUY AMERICAN ACT--SUPPLIES (JUN 2003) (DEVIATION)	I-56
I.34	FAR 52.225-9	BUY AMERICAN ACT--CONSTRUCTION MATERIALS (JAN 2005)	I-57
I.35	FAR 52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (DEC 2003)	I-60
I.36		RESERVED	I-61

<b>CLAUSE NO.</b>	<b>FAR/DEAR REFERENCE</b>	<b>TITLE OF CLAUSE</b>	<b>PAGE NO.</b>
I.37	FAR 52.229-8	TAXES – FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)	I-61
I.38	FAR 52.230-2	COST ACCOUNTING STANDARDS (APR 1998)	I-61
I.39	FAR 52.230-6	ADMINISTRATION OF COST ACCOUNTING STANDARDS (NOV 1999)	I-63
I.40	FAR 52.232-17	INTEREST (JUN 1996)	I-66
I.41		RESERVED	I-67
I.42	FAR 52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (JAN 1986)	I-67
I.43	FAR 52.233-1	DISPUTES (JULY 2002) (ALTERNATE I) (DEC 1991)	I-67
I.44	FAR 52.233-3	PROTEST AFTER AWARD (AUG 1996) (ALTERNATE I) (JUNE 1985)	I-69
I.45	FAR 52.236-8	OTHER CONTRACTS (APR 1984)	I-70
I.46	FAR 52.237-3	CONTINUITY OF SERVICES (JAN 1991)	I-70
I.47	FAR 52.242-1	NOTICE OF INTENT TO DISALLOW COSTS (APR 1984)	I-71
I.48	FAR 52.242-13	BANKRUPTCY (JUL 1995)	I-71
I.49	FAR 52.244-5	COMPETITION IN SUBCONTRACTING (DEC 1996)	I-72
I.50	FAR 52.244-6	SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2004)	I-72
I.51	FAR 52.247-1	COMMERCIAL BILL OF LADING NOTATIONS (APR 1984)	I-73
I.52	FAR 52.247-63	PREFERENCE FOR U.S. FLAG AIR CARRIERS (JUN 2003)	I-74

<b>CLAUSE NO.</b>	<b>FAR/DEAR REFERENCE</b>	<b>TITLE OF CLAUSE</b>	<b>PAGE NO.</b>
I.53	FAR 52.247-64	PREFERENCE FOR PRIVATELY OWNED U.S.-FLAG COMMERCIAL VESSELS (APR 2003)	I-75
I.54	FAR 52.247-67	SUBMISSION OF COMMERCIAL TRANSPORTATION BILLS TO THE GENERAL SERVICES ADMINISTRATION FOR AUDIT (JUN 1997)	I-77
I.55	FAR 52.249-6	TERMINATION (COST-REIMBURSEMENT) (SEP 1996); MODIFIED BY DEAR 970.4905-1 (DEC 2000)	I-79
I.56	FAR 52.249-14	EXCUSABLE DELAYS (APR 1984)	I-84
I.56A	FAR 52.250-1	INDEMNIFICATION UNDER PUBLIC LAW 85-804 (APR 1984) (ALTERNATE I) (APR 1984) (DEVIATION)	I-84
I.57	FAR 52.251-1	GOVERNMENT SUPPLY SOURCES (APR 1984) (DEVIATION)	I-87
I.58	FAR 52.251-2	INTERAGENCY FLEET MANAGEMENT SYSTEM VEHICLES AND RELATED SERVICES (JAN 1991)	I-87
I.59	FAR 52.252-6	AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)	I-88
I.60	FAR 52.253-1	COMPUTER GENERATED FORMS (JAN 1991)	I-88
I.61	DEAR 952.203-70	WHISTLEBLOWER PROTECTION FOR CONTRACTOR EMPLOYEES (DEC 2000)	I-88
I.62	DEAR 952.204-2	SECURITY (MAY 2002)	I-89
I.63	DEAR 952.204-70	CLASSIFICATION/DECLASSIFICATION (SEPT 1997)	I-91
I.64	DEAR 952.204-75	PUBLIC AFFAIRS (DEC 2000)	I-92
I.65	DEAR 952.208-7	TAGGING OF LEASED VEHICLES (APR 1984)	I-93
I.66	DEAR 952.209-72	ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1997) (ALTERNATE I) (JUN 1997)	I-93

<b>CLAUSE NO.</b>	<b>FAR/DEAR REFERENCE</b>	<b>TITLE OF CLAUSE</b>	<b>PAGE NO.</b>
I.67	DEAR 952.211-71	PRIORITIES AND ALLOCATIONS (DOMESTIC ENERGY SUPPLIES) (ALTERNATE I) (JUN 1996)	I-96
I.68	DEAR 952.211-71	PRIORITIES AND ALLOCATIONS (ATOMIC ENERGY)(JUN 1996)	I-97
I.69	DEAR 952.215-70	KEY PERSONNEL (DEC 2000)	I-97
I.70	DEAR 952.217-70	ACQUISITION OF REAL PROPERTY (APR 1984)	I-98
I.71	DEAR 952.223-75	PRESERVATION OF INDIVIDUAL OCCUPATIONAL RADIATION EXPOSURE RECORDS (APR 1984)	I-98
I.72	DEAR 952.224-70	PAPERWORK REDUCTION ACT (APR 1994)	I-98
I.73	DEAR 952.226-74	DISPLACED EMPLOYEE HIRING PREFERENCE (JUN 1997)	I-99
I.73A	DEAR 952.242-70	TECHNICAL DIRECTION (DEC 2000)	I-99
I.73B	DEAR 952.235-71	RESEARCH MISCONDUCT (JUL 2005)	I-101
I.74	DEAR 952.250-70	NUCLEAR HAZARDS INDEMNITY AGREEMENT (JUN 1996)	I-105
I.75	DEAR 952.251-70	CONTRACTOR EMPLOYEE TRAVEL DISCOUNTS (DEC 2000)	I-109
I.76	DEAR 970.5203-1	MANAGEMENT CONTROLS (DEC 2000) (DEVIATION)	I-110
I.77	DEAR 970.5203-2	PERFORMANCE IMPROVEMENT AND COLLABORATION (DEC 2000)	I-111
I.78	DEAR 970.5203-3	CONTRACTOR'S ORGANIZATION (DEC 2000) (DEVIATION)	I-112
I.78A	DEAR 970.5204-1	COUNTERINTELLIGENCE (DEC 2000)	I-113
I.79	DEAR 970.5204-2	LAWS, REGULATIONS, AND DOE DIRECTIVES (DEC 2000) (DEVIATION)	I-113
I.80	DEAR 970.5204-3	ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)	I-114



<b>CLAUSE NO.</b>	<b>FAR/DEAR REFERENCE</b>	<b>TITLE OF CLAUSE</b>	<b>PAGE NO.</b>
I.81	DEAR 970.5208-1	PRINTING (DEC 2000)	I-116
I.82	DEAR 970.5215-1	TOTAL AVAILABLE FEE: BASE FEE AMOUNT AND PERFORMANCE FEE AMOUNT (DEC 2000) (ALTERNATES II AND III) (DEC 2000)	I-117
I.83	DEAR 970.5215-3	CONDITIONAL PAYMENT OF FEE, PROFIT, AND OTHER INCENTIVES – FACILITY MANAGEMENT CONTRACTS (JAN 2004)	I-120
I.84	DEAR 970.5222-1	COLLECTIVE BARGAINING AGREEMENTS - MANAGEMENT AND OPERATING CONTRACTS (DEC 2000)	I-128
I.85	DEAR 970.5222-2	OVERTIME MANAGEMENT (DEC 2000)	I-128
I.86	DEAR 970.5223-1	INTEGRATION OF ENVIRONMENT, SAFETY, AND HEALTH INTO WORK PLANNING AND EXECUTION (DEC 2000)	I-129
I.87	DEAR 970.5223-2	AFFIRMATIVE PROCUREMENT PROGRAM (MAR 2003)	I-132
I.88	DEAR 970.5223-4	WORKPLACE SUBSTANCE ABUSE PROGRAMS AT DOE SITES (DEC 2000)	I-133
I.88A	DEAR 970.5223-5	DOE MOTOR VEHICLE FLEET FUEL EFFICIENCY (OCT 2003)	I-134
I.89	DEAR 970.5226-1	DIVERSITY PLAN (DEC 2000)	I-134
I.89A	DEAR 970.5226-2	WORKFORCE RESTRUCTURING UNDER SECTION 3161 OF THE NATIONAL DEFENSE AUTHORIZATION ACT FOR FISCAL YEAR 1993 (DEC 2000)	I-135
I.90	DEAR 970.5226-3	COMMUNITY COMMITMENT (DEC 2000)	I-135
I.91	DEAR 970.5227-2	RIGHTS IN DATA - TECHNOLOGY TRANSFER (DEC 2000) (DEVIATION)	I-135
I.92	DEAR 970.5227-3	TECHNOLOGY TRANSFER MISSION (AUG 2002) (DEVIATION)	I-151

<b>CLAUSE NO.</b>	<b>FAR/DEAR REFERENCE</b>	<b>TITLE OF CLAUSE</b>	<b>PAGE NO.</b>
I.93	DEAR 970.5227-4	AUTHORIZATION AND CONSENT (AUG 2002)	I-164
I.94	DEAR 970.5227-5	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (AUG 2002)	I-165
I.95	DEAR 970.5227-6	PATENT INDEMNITY - SUBCONTRACTS (DEC 2000)	I-165
I.96	DEAR 970.5227-8	REFUND OF ROYALTIES (AUG 2002)	I-165
I.97	DEAR 970.5227-10	PATENT RIGHTS - MANAGEMENT AND OPERATING CONTRACTS, NONPROFIT ORGANIZATION OR SMALL BUSINESS FIRM CONTRACTOR (AUG 2002)	I-167
I.98	DEAR 970.5228-1	INSURANCE--LITIGATION AND CLAIMS (MAR 2002) (DEVIATION)	I-181
I.99	DEAR 970.5229-1	STATE AND LOCAL TAXES (DEC 2000)	I-184
I.100	DEAR 970.5231-4	PREEXISTING CONDITIONS (DEC 2000) (DEVIATION)	I-185
I.101	DEAR 970.5232-1	REDUCTION OR SUSPENSION OF ADVANCE, PARTIAL, OR PROGRESS PAYMENTS (DEC 2000)	I-185
I.102	DEAR 970.5232-2	PAYMENTS AND ADVANCES (DEC 2000) (ALTERNATES II AND III) (DEC 2000) (DEVIATION)	I-186
I.103	DEAR 970.5232-3	ACCOUNTS, RECORDS, AND INSPECTION (DEC 2000) (ALTERNATE II) (DEC 2000)	I-189
I.104	DEAR 970.5232-4	OBLIGATION OF FUNDS (DEC 2000)	I-191
I.105	DEAR 970.5232-5	LIABILITY WITH RESPECT TO COST ACCOUNTING STANDARDS (DEC 2000)	I-193
I.106	DEAR 970.5232-6	WORK FOR OTHERS FUNDING AUTHORIZATION (DEC 2000)	I-194
I.107	DEAR 970.5232-7	FINANCIAL MANAGEMENT SYSTEM (DEC 2000)	I-194

<b>CLAUSE NO.</b>	<b>FAR/DEAR REFERENCE</b>	<b>TITLE OF CLAUSE</b>	<b>PAGE NO.</b>
I.108	DEAR 970.5232-8	INTEGRATED ACCOUNTING (DEC 2000)	I-194
I.109	DEAR 970.5235-1	FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER SPONSORING AGREEMENT (DEC 2000)	I-195
I.110	DEAR 970.5236-1	GOVERNMENT FACILITY SUBCONTRACT APPROVAL (DEC 2000) (DEVIATION)	I-195
I.111		RESERVED	I-196
I.112	DEAR 970.5242-1	PENALTIES FOR UNALLOWABLE COSTS (DEC 2000)	I-196
I.113	DEAR 970.5243-1	CHANGES (DEC 2000)	I-197
I.114	DEAR 970.5244-1	CONTRACTOR PURCHASING SYSTEM (DEC 2000) (includes modifications in final rule dated 1/18/01) (DEVIATION)	I-198
I.115	DEAR 970.5245-1	PROPERTY (DEC 2000) (ALTERNATE I)	I-203

CLAUSE I.73B - DEAR 952.235-71 RESEARCH MISCONDUCT (JUL 2005)

(a) The contractor is responsible for maintaining the integrity of research performed pursuant to this contract award including the prevention, detection, and remediation of research misconduct as defined by this clause, and the conduct of inquiries, investigations, and adjudication of allegations of research misconduct in accordance with the requirements of this clause.

(b) Unless otherwise instructed by the contracting officer, the contractor must conduct an initial inquiry into any allegation of research misconduct. If the contractor determines that there is sufficient evidence to proceed to an investigation, it must notify the contracting officer and, unless otherwise instructed, the contractor must:

- (1) Conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding of research misconduct and an identification of appropriate remedies or a determination that no further action is warranted;
- (2) If the investigation leads to a finding of research misconduct, conduct an adjudication by a responsible official who was not involved in the inquiry or investigation and is separated organizationally from the element which conducted the investigation. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.
- (3) Inform the contracting officer if an initial inquiry supports a formal investigation and, if requested by the contracting officer thereafter, keep the contracting officer informed of the results of the investigation and any subsequent adjudication. When an investigation is complete, the contractor will forward to the contracting officer a copy of the evidentiary record, the investigative report, any recommendations made to the contractor's adjudicating official, and the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

(c) The Department may elect to act in lieu of the contractor in conducting an inquiry or investigation into an allegation of research misconduct if the contracting officer finds that:

- (1) The research organization is not prepared to handle the allegation in a manner consistent with this clause;
- (2) The allegation involves an entity of sufficiently small size that it cannot reasonably conduct the inquiry;
- (3) DOE involvement is necessary to ensure the public health, safety, and security, or to prevent harm to the public interest; or,
- (4) The allegation involves possible criminal misconduct.

(d) In conducting the activities under paragraphs (b) and (c) of this clause, the contractor and the Department, if it elects to conduct the inquiry or investigation, shall adhere to the following guidelines:

- (1) Safeguards for information and subjects of allegations. The contractor shall provide safeguards to ensure that individuals may bring allegations of research misconduct made in good faith to the attention of the contractor without suffering
-

retribution. Safeguards include: protection against retaliation; fair and objective procedures for examining and resolving allegations; and diligence in protecting positions and reputations. The contractor shall also provide the subjects of allegations confidence that their rights are protected and that the mere filing of an allegation of research misconduct will not result in an adverse action. Safeguards include timely written notice regarding substantive allegations against them, a description of the allegation and reasonable access to any evidence submitted to support the allegation or developed in response to an allegation and notice of any findings of research misconduct.

(2) Objectivity and Expertise. The contractor shall select individual(s) to inquire, investigate, and adjudicate allegations of research misconduct who have appropriate expertise and have no unresolved conflict of interest. The individual(s) who conducts an adjudication must not be the same individual(s) who conducted the inquiry or investigation, and must be separate organizationally from the element that conducted the inquiry or investigation.

(3) Timeliness. The contractor shall coordinate, inquire, investigate and adjudicate allegations of research misconduct promptly, but thoroughly. Generally, an investigation should be completed within 120 days of initiation, and adjudication should be complete within 60 days of receipt of the record of investigation.

(4) Confidentiality. To the extent possible, consistent with fair and thorough processing of allegations of research misconduct and applicable law and regulation, knowledge about the identity of the subjects of allegations and informants should be limited to those with a need to know.

(5) Remediation and Sanction. If the contractor finds that research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process. The contractor must take all necessary corrective actions. Such action may include but are not limited to, correcting the research record and as appropriate imposing restrictions, controls, or other parameters on research in process or to be conducted in the future. The contractor must coordinate remedial actions with the contracting officer. The contractor must also consider whether personnel sanctions are appropriate. Any such sanction must be considered and effected consistent with any applicable personnel laws, policies, and procedures, and shall take into account the seriousness of the misconduct and its impact, whether it was done knowingly or intentionally, and whether it was an isolated event or pattern of conduct.

(e) DOE reserves the right to pursue such remedies and other actions as it deems appropriate, consistent with the terms and conditions of the award instrument and applicable laws and regulations. However, the contractor's good faith administration of this clause and the effectiveness of its remedial actions and sanctions shall be positive considerations and shall be taken into account as mitigating factors in assessing the need for such actions. If DOE pursues any such action, it will inform the subject of the action of the outcome and any applicable appeal procedures.

(f) Definitions.

Adjudication means a formal review of a record of investigation of alleged research misconduct to determine whether and what corrective actions and sanctions should be taken.

Fabrication means making up data or results and recording or reporting them.

Falsification means manipulating research materials, equipment, or processes, or

changing or omitting data or results such that the research is not accurately represented in the research record.

Finding of Research Misconduct means a determination, based on a preponderance of the evidence, that research misconduct has occurred. Such a finding requires a conclusion that there has been a significant departure from accepted practices of the relevant research community and that it be knowingly, intentionally, or recklessly committed.

Inquiry means information gathering and initial fact-finding to determine whether an allegation or apparent instance of misconduct warrants an investigation.

Investigation means the formal examination and evaluation of the relevant facts.

Plagiarism means the appropriation of another person's ideas, processes, results, or words without giving appropriate credit.

Research means all basic, applied, and demonstration research in all fields of science, medicine, engineering, and mathematics, including, but not limited to, research in economics, education, linguistics, medicine, psychology, social sciences statistics, and research involving human subjects or animals.

Research Misconduct means fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, but does not include honest error or differences of opinion.

Research record means the record of all data or results that embody the facts resulting from scientists' inquiries, including, but not limited to, research proposals, laboratory records, both physical and electronic, progress reports, abstracts, theses, oral presentations, internal reports, and journal articles.

(g) By executing this contract, the contractor provides its assurance that it has established an administrative process for performing an inquiry, mediating if possible, or investigating, and reporting allegations of research misconduct; and that it will comply with its own administrative process and the requirements of 10 CFR part 733 for performing an inquiry, possible mediation, investigation and reporting of research misconduct.

(h) The contractor must insert or have inserted the substance of this clause, including paragraph (g), in subcontracts at all tiers that involve research.

(End of Clause)

CLAUSE I.80 - 970.5204-3 ACCESS TO AND OWNERSHIP OF RECORDS (JUL 2005)

(a) Government-owned records. Except as provided in paragraph (b) of this clause, all records acquired or generated by the contractor in its performance of this contract shall be the property of the Government and shall be delivered to the Government or otherwise disposed of by the contractor either as the contracting officer may from time to time direct during the progress of the work or, in any event, as the contracting officer shall direct upon completion or termination of the contract.

(b) Contractor-owned records. The following records are considered the property of the contractor and are not within the scope of paragraph (a) of this clause.

(1) Employment-related records (such as worker's compensation files; employee relations records, records on salary and employee benefits; drug testing records, labor negotiation records; records on ethics, employee concerns; records generated during the course of responding to allegations of research misconduct; records generated during other employee related investigations conducted under an expectation of confidentiality; employee assistance program records; and personnel and medical/health-related records and similar files), and non-employee patient medical/health-related records, except for those records described by the contract as being maintained in Privacy Act systems of records.

(2) Confidential contractor financial information, and correspondence between the contractor and other segments of the contractor located away from the DOE facility (i.e., the contractor's corporate headquarters);

(3) Records relating to any procurement action by the contractor, except for records that under 48 CFR 970.5232-3, Accounts, Records, and Inspection, are described as the property of the Government; and

(4) Legal records, including legal opinions, litigation files, and documents covered by the attorney-client and attorney work product privileges; and

(5) The following categories of records maintained pursuant to the technology transfer clause of this contract:

(i) Executed license agreements, including exhibits or appendices containing information on royalties, royalty rates, other financial information, or commercialization plans, and all related documents, notes and correspondence.

(ii) The contractor's protected Cooperative Research and Development Agreement (CRADA) information and appendices to a CRADA that contain licensing terms and conditions, or royalty or royalty rate information.

(iii) Patent, copyright, mask work, and trademark application files and related contractor invention disclosures, documents and correspondence, where the contractor has elected rights or has permission to assert rights and has not relinquished such rights or turned such rights over to the Government.

(c) Contract completion or termination. In the event of completion or termination of this contract, copies of any of the contractor-owned records identified in paragraph (b) of this clause, upon the request of the Government, shall be delivered to DOE or its designees, including successor contractors. Upon delivery, title to such records shall vest in DOE or its designees, and such records shall be protected in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(d) Inspection, copying, and audit of records. All records acquired or generated by the contractor under this contract in the possession of the contractor, including those described at paragraph (b) of this clause, shall be subject to inspection, copying, and audit by the Government or its designees at all reasonable times, and

the contractor shall afford the Government or its designees reasonable facilities for such inspection, copying, and audit; provided, however, that upon request by the contracting officer, the contractor shall deliver such records to a location specified by the contracting officer for inspection, copying, and audit. The Government or its designees shall use such records in accordance with applicable federal laws (including the Privacy Act), as appropriate.

(e) Applicability. Paragraphs (b), (c), and (d) of this clause apply to all records without regard to the date or origination of such records.

(f) Records retention standards. Special records retention standards, described at DOE Order 200.1, Information Management Program (version in effect on effective date of contract), are applicable for the classes of records described therein, whether or not the records are owned by the Government or the contractor. In addition, the contractor shall retain individual radiation exposure records generated in the performance of work under this contract until DOE authorizes disposal. The Government may waive application of these record retention schedules, if, upon termination or completion of the contract, the Government exercises its right under paragraph (c) of this clause to obtain copies and delivery of records described in paragraphs (a) and (b) of this clause.

(g) Subcontracts. The contractor shall include the requirements of this clause in all subcontracts that are of a cost-reimbursement type if any of the following factors is present:

(1) The value of the subcontract is greater than \$2 million (unless specifically waived by the contracting officer);

(2) The contracting officer determines that the subcontract is, or involves, a critical task related to the contract; or

(3) The subcontract includes 48 CFR 970.5223-1, Integration of Environment, Safety, and Health into Work Planning and Execution, or similar clause.

(End of Clause)



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

**ATTACHMENT J.2**

**APPENDIX B**

**PERFORMANCE EVALUATION AND  
MEASUREMENT PLAN**

**FY 2006**

**BROOKHAVEN NATIONAL LABORATORY**

## TABLE OF CONTENTS

I	Introduction	5
II	Background	5
III	Goals, Objectives, Measures And Targets	6
IV	Scoring	7
V	BSA Self-Evaluation	12
VI	DOE Evaluation	12
VII	Schedule	13

### Goals, Objectives, Measures and Targets

<b>1.0</b>	<b>Provide For Efficient and Effective Mission Accomplishment</b>	<b>15</b>
1.1	Science and Technology Results Provide Meaningful Impact on the Field	16
1.2	Provide Quality Leadership in Science and Technology	16
1.3	Provide and sustain Science and Technology Outputs that Advance Program Objectives and Goals	17
1.4	Provide for Effective Delivery of Science and Technology	18
<b>2.0</b>	<b>Provide for Efficient and Effective Design, Fabrication, Construction and Operations of Facilities</b>	<b>22</b>
2.1	Provide Effective Facility Design(S) as Required to Support Laboratory Programs	23
2.2	Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components	24
2.3	Provide Efficient and Effective Operation of Facilities	25
2.4	Effective Utilization of Facility(ies) to Grow and Support The Laboratory's Research Base	26
<b>3.0</b>	<b>Provide Effective and Efficient Science and Technology Program Management</b>	<b>30</b>
3.1	Provide Effective and Efficient Stewardship of Scientific Capabilities and Program Vision	31
3.2	Provide Effective and Efficient Science and Technology Project/Program Planning and Ongoing Management	32
3.3	Provide Efficient and Effective Communications and Responsiveness to Customer Needs	33
<b>4.0</b>	<b>Provide Sound and Competent Leadership and Stewardship of the Laboratory</b>	<b>40</b>
4.1	Provide a Distinctive Vision for the Laboratory and an Effective Plan for Accomplishment of the Vision to Include Strong Partnerships Required to Carry Out Those Plans	40
4.2	Provide for Responsive and Accountable Leadership Throughout	

the Organization	41
4.3 Provide Efficient and Effective Corporate Office Support as Appropriate	41
<b>5.0 Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection</b>	<b>42</b>
5.1 Provide a Work Environment That Protects Workers and the Environment	42
5.2 Provide Efficient and Effective Implementation of Integrated Safety, Health and Environmental Management	43
5.3 Provide Efficient and Effective Waste Management, Minimization, and Pollution Prevention	44
<b>6.0 Deliver Efficient, Effective, and Responsive Business Systems and Resources that Enable the Successful Achievement of the Laboratory Mission(s)</b>	<b>45</b>
6.1 Provide an Efficient, Effective, and Responsive Financial Management System (s)	45
6.2 Provide an Efficient, Effective, and Responsive Acquisition and Property Management System(s)	46
6.3 Provide an Efficient, Effective, and Responsive Human Resources Management System	46
6.4 Provide Efficient, Effective, and Responsive Management Systems for Internal Audit and Oversight; Quality; Information Management; and Other Administrative Support Services as Appropriate	49
6.5 Demonstrate Effective Transfer of Technology and Commercialization of Intellectual Assets	49
<b>7.0 Sustain Excellence in Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to Meet Laboratory Needs</b>	<b>50</b>
7.1 Manage Facilities and Infrastructure in an Efficient and Effective Manner That Optimizes Usage and Minimizes Life Cycle Costs	50
7.2 Provide Planning for and Acquire the Facilities and Infrastructure Required to Support Future Laboratory Programs.	51
<b>8.0 Sustain and Enhance the Effectiveness of Integrated Safeguards and Security Management (ISSM) and Emergency Management Systems</b>	<b>52</b>
8.1 Provide an Efficient And Effective Emergency Management System	52
8.2 Provide an Efficient and Effective System for Cyber-Security	52
8.3 Provide an Efficient and Effective System for the Protection of Special Nuclear Materials, Classified Matter, and Property	53
8.4 Provide an Efficient and Effective System for the Protection of Classified and Sensitive Information	53

## **Introduction**

This Contract Appendix sets forth the Performance Evaluation and Measurement Plan (PEMP) that will be used to evaluate the overall performance of Brookhaven Science Associates (BSA) in the management and operation of Brookhaven National Laboratory (BNL) in Fiscal Year (FY) 2006.

The Office of Science (SC) has identified a four-tiered structure to be used to measure BSA's performance. The first two tiers, Performance Goals (hereinafter referred to as Goals) and Performance Objectives (hereinafter referred to as Objectives), have been developed by SC and are uniform among SC's Laboratories. The remaining two tiers, Performance Measures (hereinafter referred to as Measures) and Performance Targets (hereinafter referred to as Targets), are developed in partnership with SC, the Brookhaven Site Office (BHSO) and BSA and are aligned to the DOE strategic goals. Performance Goals, Objectives, Measures and Targets are fully detailed at the end of this Appendix.

The SC appraisal process has been designed to:

- Enhance BSA's ability to accomplish its scientific and technological missions and contribute to the Nation.
- Encourage BSA to improve and maintain the vitality of the Laboratory.
- Assure that DOE is providing proper stewardship of a public asset and public funds.
- Assess the performance of BSA in managing the Laboratory to obtain the information necessary to inform contract extend/compete decisions.

## **II. Background**

The current performance-based management approach to oversight within DOE places emphasis on the customer-supplier partnership between DOE and the laboratory contractors and focuses on the mission performance, best business practices, cost management, and improving contractor accountability. Under the performance-based management system, the DOE develops an annual performance plan to assess the contractor's 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 a set of Key Performance Measures, both objective and subjective, which focus primarily on end-results. Measures provide specific evidence of performance, and collectively, they provide the body of evidence that indicates performance relative to the corresponding Objectives. On occasion however, it may be necessary to include a process/activity-oriented Measure when there is a need for the Contractor to develop a system or process that does not currently exist but will be of significant importance to the DOE and the Laboratory when completed or that leads to the desired outcome/result.

### **III. Goals, Objectives, Measures and Targets**

Each SC laboratory PEMP shall be standardized by utilizing a common set of Goals and Objectives. Each Goal and Objective is to be weighted and weightings for each shall be determined and agreed upon by the BHSO Manager and the lead SC Program AD for the laboratory.

Measures and Targets shall be developed for each Objective by the BHSO Manager with assistance from DOE HQ program and staff offices as appropriate. Measures and Targets should identify significant activities, requirements, and/or milestones important to the success of the corresponding Objective and are to be utilized as the primary means of determining the Contractor's success in meeting the Objective. Weightings for Measures/Targets shall be determined by the BHSO Manager with assistance from DOE HQ program and staff offices as appropriate. However, weightings at the Measure/Target level are not required and their utilization is at the sole discretion of the BHSO Manager and lead SC Program AD for the Laboratory. The draft PEMP will be reviewed and concurred to by the SC Review Board prior to being signed by the BHSO Manager and incorporated into the Laboratory contract. The set of Measures and Targets for each Objective should be developed so as to indicate, if fully met, the performance level required to obtain a "B+" evaluation grade.

Environmental Management (EM) performance measures will not be part of Appendix B. These measures and fee will be addressed separately in its own document.

Definition for each of the measurement levels are as follows:

**Performance Goal:** A general overarching statement of the desired outcome for each major performance area that will be scored and reported annually under the appraisal process.

**Performance Objective:** A statement of desired results for an organization or activity. Note: The set of Performance Measures identified (see below) should be the primary means for determining the Contractor's performance in meeting the Performance Objective; however, other performance information available to the evaluator from other sources may be utilized in determining the overall performance rating of a Performance Objective.

**Performance Measure:** A quantitative or qualitative method for characterizing performance to assist the reviewer in assessing achievement of the corresponding Performance Objective (i.e., what you would measure).

**Performance Target:** The desired condition, milestone, or target level of achievement for each Performance Measure (objective or subjective as appropriate), established at an appropriately detailed level that can be tracked and used for a judgment or decision on performance evaluation.

Absence of a Performance Measure does not diminish the requirement for compliance with specified contractual requirements in that area of performance. Failure to meet a significant contractual requirement may result in the Contracting Officer overriding the Performance Measures.

#### **IV. Scoring**

The scoring system for BSA's performance consists of two components: separate scores for the Science and Technology Goals (Goals 1 through 3) and for the Management and Operations Goals (Goals 4 through 8). The weighted Science and Technology (S&T) goals will be rolled-up to arrive at a total score for S&T; the weighted Management and Operations (M&O) goals will be rolled-up to arrive at a total score for M&O (Table A) below. Based on Table C below, the S&T score will translate to a percentage, and the M&O score will translate to a percentage. The S&T percentage is then multiplied by the M&O percentage to arrive at the total earned fee percentage. That percentage is then multiplied by the total available fee (\$7,400,000) to arrive at BSA's earned fee. Table B will identify the letter grade for S&T and M&O.

Each Goal contains a number of Objectives, which are weighted. The weighted scores for the Objectives are rolled-up to arrive at a score for each Goal. Each Objective is supported by a set of Measures, which determine the overall performance in meeting the Objective. Each of the Measures identifies significant activities, requirements, and/or milestones important to the success of the corresponding Objective and shall be utilized as the primary means of determining the Contractor's success in meeting the Objective. Each Measure is associated with a Target(s) that identify success at the B+ level. Although the Measures are the primary means for determining performance, other performance information from other sources including, but not limited to, BSA's

self-evaluation report, operational awareness (daily oversight) activities, “For Cause” reviews (if any) and other outside agency reviews (OIG, GAO etc.) may be utilized in determining the BSA’s overall success in meeting an Objective. The following describes the methodology for determining the Contractor’s grade for each Goal:

Performance Evaluation Methodology:

Each Objective within a Goal shall be assigned a numerical score, per Figure I-1 below, by the evaluating office. Each evaluation will measure the degree of effectiveness and performance of the Contractor in meeting the Objective and shall be based on the Contractor’s success in meeting the set of Measures identified for each Objective as well as other performance information available to the evaluating office from other sources as identified above. The set of Measures identified for each Objective represent the set of indicators, which if fully met, collectively place performance for the Objective in the “B+” grade range.

Letter Grade	Numeric Grade	Definition
A+	4.3 – 4.1	Significantly exceeds expectations of performance as set within performance measures identified for each Objective or within other areas within the purview of the Objective. Areas of notable performance have or have the potential to significantly improve the overall mission of the Laboratory. No specific deficiency noted within the purview of the overall Objective being evaluated.
A	4.0 – 3.8	Notably exceeds expectations of performance as set within performance measures identified for each Objective or within other areas within the purview of the Objective. Areas of notable performance either have or have the potential to improve the overall mission of the Laboratory. Minor deficiencies noted are more than offset by the positive performance within the purview of the overall Objective being evaluated and have no potential to adversely impact the mission of the Laboratory.
A-	3.7 – 3.5	Meets expectations of performance as set within performance measures identified for each Objective with some notable areas of increased performance identified. Deficiencies noted are offset by the positive performance within the purview of the overall Objective being evaluated with little or no potential to adversely impact the mission of the Laboratory.
B+	3.4 – 3.1	Meets expectations of performance as set by the performance measures identified for each Objective with

Letter Grade	Numeric Grade	Definition
		no notable areas of increased or diminished performance identified. Deficiencies identified are offset by positive performance and have little to no potential to adversely impact the mission of the Laboratory.
B	3.0 – 2.8	Most expectations of performance as set by the performance measures identified for each Objective are met and/or other minor deficiencies are identified. performance measures or other minor deficiencies identified are offset by positive performance within the purview of the Objective and have little to no potential to adversely impact the mission of the Laboratory.
B-	2.7 – 2.5	One or two expectations of performance set by the performance measures are not met and/or other deficiencies are identified and although they may be offset by other positive performance, they may have the potential to negatively impact the Objective or overall Laboratory mission accomplishment.
C+	2.4 – 2.1	Some expectations of performance set by the performance measures are not met and/or other minor deficiencies are identified and although they may be offset by other positive performance, they may have the potential to negatively impact the Objective or overall Laboratory mission accomplishment.
C	2.0 – 1.8	A number of expectations as set by the performance measures are not met and/or a number of other deficiencies are identified and although they may be somewhat offset by other positive performance, they have the potential to negatively impact the Objective or overall Laboratory mission accomplishment.
C-	1.7 – 1.1	Most expectations as set by the performance measures are not met and/or other major deficiencies are identified which have or will negatively impact the Objective or overall Laboratory mission accomplishment if not immediately corrected.
D	1.0 – 0.8	Most or all expectations as set by the performance measures are not met and/or other significant deficiencies are identified which have negatively impacted the Objective and/or overall Laboratory mission accomplishment.
F	0.7 – 0	All expectations as set by the performance measures are not met and/or other significant deficiencies are identified which have significantly impacted both the Objective and the accomplishment of the Laboratory mission.

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



**Calculating Individual Goal Scores and Letter Grade:**

Utilizing Table A, below, the scores for each of the S&T Goals and M&O Goals are multiplied by the weight assigned and these are added to provide an overall score for each. The total score for S&T and M&O are compared to the letter grade scale found in Table B, below, to determine the overall S&T and M&O grades.

The raw score (rounded to the nearest hundredth) from each calculation shall be carried through to the next stage of the calculation process. The raw score for Science and Technology and Management and Operations will be rounded to the nearest tenth of a point for purposes of identifying the overall letter grade as indicated in Table B and for utilization in determining fee as indicated in Table C. 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,  $x.50$ ).

S&T Performance Goal	Numeric Score	Letter Grade	Weight	Weighted Score	Total Score
1.0 Mission Accomplishment			39%		
2.0 Construction and Operations of User Research Facilities and Equipment			37%		
3.0 Science and Technology Research Project/Program Management			24%		
<b>Total Score</b>					
M&O Performance Goal	Numeric Score	Letter Grade	Weight	Weighted Score	Total Score
4.0 Leadership and Stewardship of the Laboratory			25%		
5.0 Integrated Safety, Health, and Environmental Protection			20%		
6.0 Business Systems			20%		
7.0 Operating, Maintaining, and Renewing Facility and Infrastructure Portfolio			15%		
8.0 Integrated Safeguards and Security Management and Emergency Management Systems			20%		
<b>Total Score</b>					

**Table A. FY 2006 Contractor Evaluation Score Calculation**

<b>Total Score</b>	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
<b>Final Grade</b>	A+	A	A-	B+	B	B-	C+	C	C-	D	F

**Table B. FY 2006 Contractor Letter Grade Scale**

1 Weightings for each S&T Goal within Table A are preliminary. These weightings are a composite of Program Office relevance weightings and FY 2005 Budget Authority weightings, and are provided for informational purposes only. The relevance weightings will not change; however, the final Budget Authority weightings will change based on actual Budget Authority for FY 2006.

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 to 1.1	0%	60%
1.0 to 0.8	0%	0%
0.7 to 0.0	0%	0%

**Table C. - Performance-Based Fee Earned Scale**

<b>Overall Fee Determination</b>	
<b>Percent S&amp;T Fee Earned from Table C.</b>	
<b>M&amp;O Fee Multiplier from Table C.</b>	X

<b>Overall Earned Performance-Based Fee</b>	
---	--

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

**V. BSA Self-Evaluation**

BSA will provide quarterly presentations to BHSO on the status of their Performance Measures. BSA is responsible to define and coordinate the process for conducting these reviews and to ensure the involvement of appropriate DOE counterparts and BSA management. These reviews will also address other significant issues.

On an annual basis, the BSA will conduct a formal Self-Evaluation of its performance relative to each Goal, Objective, Measure and Target. This report, as with the quarterly reviews, will also address other significant issues.

**VI. DOE Evaluation**

The omission of other Performance Objectives and Measures in this plan do not diminish the need to comply with minimum contractual requirements. Although the Performance Goals and their corresponding Objectives shall be the primary means used to determine the BSA’s performance grade, 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 clauses entitled “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 including, but not limited to, operational awareness (daily oversight) activities, “For Cause” reviews (if any) and other outside agency reviews (OIG, GAO etc.).

The Director of the Office of Science (SC-1) has the primary responsibility for evaluating S&T performance (Goals 1 through 3). The BHSO Manager has the primary responsibility for evaluating performance for Goals 4 through 8 in accordance with the Objectives, Measures, and Targets. However, the BHSO Manager shall inform SC-1 of any issues or concerns that should be considered when evaluating the BSA’s performance in Goals 1 through 3. This is especially important in those areas where operational performance could have a significant impact on BSA’s ability to conduct successful research for the Department. BSA has responsibility to compile the data necessary to document its performance against all Measures.

The adjustment of a grade and/or reduction of otherwise earned fee will be determined by the severity of the performance failure and mitigating factors as set forth by the policies described in Acquisition Regulation; Conditional Payment of Fee, Profit, and Other Incentives interim final rule published in 68 Fed. Reg. 68771, Dec. 10, 2003. The final Contractor performance-based rating 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 Goal achievements.

The Goals, Objectives, Measures, and Targets agreed to for FY 2006 by DOE and BSA are fully detailed in this Appendix.

## VII. Schedule

In order to clearly define the path forward, the following generic schedule is presented as a guide. BSA and DOE acknowledge that the nature of the processes involved demands flexibility in the schedules.

### FY 2006 Performance Evaluation Schedule

#### October:

- October 1 - BSA initiates the Self-Evaluation process for the **Completed Fiscal Year**.
- Third week in October - Conduct the Fourth Quarter status review for the **Completed Fiscal Year**.

#### November:

- November 15 - BSA submits its Annual Self-Evaluation Report to DOE for the **Completed Fiscal Year**.
- November 15 – SC HQ, AD and other customer input due to BHSO Manager.

#### January:

- January 15 - DOE transmits its draft Performance Appraisal Report for the **Completed Fiscal Year** to SC HQ.
- January 31 – Annual SC Lab Appraisal Meeting and presentation to SC-1. SC HQ reviews Annual Performance Appraisal and approves report and fee to be awarded.
- Conduct the First Quarter status review for the **Current Fiscal Year**.

#### February:

- DOE transmits the final DOE Annual Performance Appraisal Report for the **Completed Fiscal Year** to BSA.

**March:**

- DOE and BSA begin drafting the Performance Measures and Targets for the **Succeeding Fiscal Year**.

**April:**

- DOE/BSA Management Retreat to assess customer strategic needs, and refine the Performance Measures/Targets for the **Succeeding Fiscal Year**.
- Conduct the Mid-year (Second Quarter) status review for the **Current Fiscal Year**.

**June:**

- June 30 - DOE and BSA will have developed a workable draft of the Performance Measures/Targets for the **Succeeding Fiscal Year**.

**July:**

- Conduct the Third Quarter status review for the **Current Fiscal Year**.

**August:**

- SC Program ADs and Site Office Managers meet to review PEMP for **Succeeding Fiscal Year**.

**September:**

- September 1 – BHSO submits draft PEMP for **Succeeding Fiscal Year** to SC HQ for review/approval.
- September 15 – SC Review Board Meeting to concur/approve PEMP for the **Succeeding Fiscal Year**.
- September 30 - The Performance Goals, Objectives, Measures and Targets for the **Succeeding Fiscal Year** will be ready to be incorporated into DOE's Prime Contract with BSA.

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

**The Contractor produces high-quality, original, and creative results that advance science and technology; demonstrates sustained scientific progress and impact; receives appropriate external recognition of accomplishments; and contributes to overall research and development goals of the Department and its customers.**

The weight of this Goal is 39%.

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). Weightings for each Customer listed below are preliminary, based upon FY 2005 Budget Authority figures, and are provided here for informational purposes only. 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 Budget Authority for FY 2006.

- Office of Science - Advanced Scientific Computing Research (ASCR) (.4%)
- Office of Science - Basic Energy Sciences (BES) (23.7%)
- Office of Science - Biological and Environmental Research (BER) (8.1%)
- Office of Science - High Energy Physics (HEP) (10.3%)
- Office of Science - Nuclear Physics (NP) (52.0%)
- Office of Science - Workforce Development for Teachers and Scientists (WDTS) (.2%)
- Office of Defense Nuclear Nonproliferation (DNN) (2.1%)
- Department of Homeland Security (DHS) (1.7%)
- Assistant Secretary for Energy Efficiency and Renewable Energy (EERE) (1.5%)

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 BA for FY 2006 as compared to the total BA for those remaining HQ Program Offices.

Objectives:

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

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.:

- The impact of publications on the field;
- Publication in journals outside the field indicating broad impact;
- Impact on DOE or other customer mission(s);
- Successful stewardship of mission-relevant research areas;
- Significant awards (R&D 100, FLC, Nobel Prizes, 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.

<b>A to A+</b>	Changes the way the research community thinks about a particular field; resolves critical questions and thus moves research areas forward; results generate huge interest/enthusiasm in the field.
<b>B+</b>	Impacts the community as expected. Strong peer review comments in all relevant areas.
<b>B</b>	Not strong peer review comments in at least one significant research area.
<b>C</b>	One research area just not working out. Peer review reveals that a program isn't going anywhere.
<b>D</b>	Failure of multiple program elements.
<b>F</b>	Gross scientific incompetence and/or scientific fraud.

**1.2 Provide Quality Leadership in Science and Technology**

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by progress reports, peer reviews, 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 the Contractor “guessed right” in that previous risky decisions 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 of collaborative efforts, quality of the scientists attracted and maintained at the Laboratory;
- Staff members visible in leadership position in the scientific community; and
- Effectiveness in driving the direction and setting the priorities of the community in a research field.

<b>A to A+</b>	Laboratory staff lead Academy or equivalent panels; laboratory’s work changes the direction of research fields; world-class scientists are attracted to the laboratory, lab is trend-setter in a field.
<b>B<sup>+</sup></b>	Strong research performer in most areas; staff asked to speak to Academy or equivalent panels to discuss further research directions; lab is center for high-quality research and attracts full cadre of researchers; some aspects of programs are world-class.
<b>B</b>	Strong research performer in many areas; staff asked to speak to Academy or equivalent panels to discuss further research directions; few aspects of programs are world-class.
<b>C</b>	Working on problems no longer at the forefront of science; stale research; evolutionary, not revolutionary.
<b>D</b>	Failure of multiple program elements.
<b>F</b>	Gross scientific incompetence and/or scientific fraud.

### 1.3 Provide and sustain Science and Technology Outputs that Advance Program Objectives and Goals

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured through progress reports, peer reviews, Field Work Proposals (FWPs), Program Office reviews/oversight, etc.:

- The number of publications in peer-reviewed journals;
- The quantity of output from experimental and theoretical research; and
- Demonstrated progress against peer reviewed recommendations, headquarters guidance, etc.

<b>Pass</b>	Not failing; see below.
<b>Fail</b>	Peer reviewers not satisfied; output not meeting general scientific standards; minimal progress against FWPs.

Note: The numerical grade for “Pass” is 4.3 and for “Fail” it is 0.7

#### 1.4 Provide for Effective Delivery of Science and Technology

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by progress reports, peer reviews, Field Work Proposals (FWPs), Approved Financial Plans (AFPs), Program Office reviews/oversight, etc.:

- Efficiency and effectiveness in meeting goals and milestones;
- Efficiency and effectiveness in delivering on promises, and getting instruments to work as promised; and
- Efficiency and effectiveness in transmitting results to the community and responding to DOE or other customer guidance.

<b>Pass</b>	Not failing; (see numerical grades)
<b>Fail</b>	Peer reviewers not satisfied; significant number of milestones not met, results not delivered to community while it matters..

Note: The numerical grade for "Pass" is 4.3 and for "Fail" it is 0.7

	Letter Grade	Numerical Score	Weight	Weighted Score	Overall Score
<b>Office of Science - Advanced Scientific Computing Research (ASCR)</b>					
1.1 Impact			40%		
1.2 Leadership			30%		
1.3 Output			15%		
1.4 Delivery			15%		
<b>Office of Science - Basic Energy Sciences (BES)</b>					
1.1 Impact			50%		
1.2 Leadership			20%		
1.3 Output			15%		
1.4 Delivery			15%		
<b>Office of Science - Biological and Environmental Research (BER)</b>					
1.1 Impact			30%		
1.2 Leadership			20%		
1.3 Output			20%		
1.4 Delivery			30%		
<b>Office of Science - High Energy Physics (HEP)</b>					
1.1 Impact			30%		
1.2 Leadership			30%		
1.3 Output			30%		
1.4 Delivery			10%		
<b>Office of Science - Nuclear Physics (NP)</b>					
1.1 Impact			40%		
1.2 Leadership			30%		
1.3 Output			15%		
1.4 Delivery			15%		
<b>Office of Science - Workforce Development for Teachers and Scientists (WDTS)</b>					
1.1 Impact			25%		
1.2 Leadership			30%		
1.3 Output			30%		

1.4 Delivery			15%		
<b>Office of Defense Nuclear Nonproliferation</b>					
1.1 Impact			25%		
1.2 Leadership			25%		
1.3 Output			25%		
1.4 Delivery			25%		
Overall DNN Total					
<b>Department of Homeland Security</b>					
1.1 Impact			25%		
1.2 Leadership			25%		
1.3 Output			25%		
1.4 Delivery			25%		
Overall DHS Total					
<b>Assistant Secretary for Energy Efficiency and Renewable Energy</b>					
1.1 Impact			25%		
1.2 Leadership			25%		
1.3 Output			25%		
1.4 Delivery			25%		
Overall EERE Total					

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

HQ Program Office	Letter Grade	Numerical Score From Table 1.1	Funding Weight (BA) <sup>2</sup>	Weighted Score	Overall Weighted Score
<b>Office of Science - Advanced Scientific Computing Research (ASCR)</b>			.4%		
<b>Office of Science - Basic Energy Sciences (BES)</b>			23.7%		
<b>Office of Science - Biological and Environmental Research (BER)</b>			8.1%		

1 - A complete listing of the S&T Goals & Objective weightings for the SC Programs and other Lab Customers is provided within Attachment 1 to the plan.

2 - Weightings for each SC Program Office and other Lab Customers are preliminary and based upon FY 2005 Budget Authority figures, and are provided for informational purposes only. 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 Budget Authority for FY 2006.

<b>Office of Science - High Energy Physics (HEP)</b>			10.3%		
<b>Office of Science - Nuclear Physics (NP)</b>			52.0%		
<b>Office of Science - Workforce Development for Teachers and Scientists (WDTS)</b>			.2%		
<b>Office of Defense Nuclear Nonproliferation (DNN)</b>			2.1%		
<b>Department of Homeland Security (DHS)</b>			1.7%		
<b>Office of Energy Efficiency and Renewable Energy (EERE)</b>			1.5%		
<b>Performance Goal 1.0 Total</b>					

**Table 1.2 – Overall Performance Goal Score Development<sup>10</sup>**

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

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

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

**The Contractor 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 37%.

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, other cognizant HQ Program Offices, and other customers as identified below. The overall Goal score from each SC 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 Budget Authority for FY 2006.

- Office of Science - Basic Energy Sciences (BES) (25.2%)
- Office of Science - Biological and Environmental Research (BER) (8.6%)
- Office of Science - High Energy Physics (HEP) (10.9%)
- Office of Science - Nuclear Physics (NP) (55.3%)

The overall performance score and grade for this Goal will be determined by multiplying the overall score assigned to each of the objectives by the weightings identified for each and then summing them (see Table 2.1 below). The overall score earned is then compared to Table 2.2 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 SC. 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 BA for FY 2006 as compared to the total BA 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 determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by scientific/technical workshops developing pre-conceptual R&D, progress reports, Lehman reviews, Program/Staff Office reviews/oversight, etc.:

- Effectiveness of planning of preconceptual R&D and design for life-cycle efficiency;
- Leverage of existing facilities at the site;
- Delivery of accurate and timely information needed to carry out the critical decision and budget formulation process.; and
- Ability to meet the intent of DOE Order 413.3, Program and Project Management for the Acquisition of Capital Assets.

<b>A to A+</b>	In addition to meeting all measures under B <sup>+</sup> , the laboratory is recognized by the research community as the leader for making the science case for the acquisition; Takes the initiative to demonstrate the potential for revolutionary scientific advancement. Identifies, analyzes and champions novel approaches for acquiring the new capability, including leveraging or extending the capability of existing facilities and financing. Proposed approaches are widely regarded as innovative, novel, comprehensive, and potentially cost-effective. Reviews repeatedly confirm potential for scientific discovery in areas that support the Department's mission, and potential to change a discipline or research area's direction.
<b>B+</b>	Provides the overall vision for the acquisition. Displays leadership and commitment to achieving the vision within preliminary estimates that are defensible and credible in terms of cost, schedule and performance; develops 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). Solves problems and addresses issues. Keeps DOE appraised 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.
<b>B</b>	Fails to meet expectations in one of the areas listed under B+.
<b>C</b>	The laboratory team develops the required analyses and documentation in a timely manner. However, inputs are mundane and lack innovation and commitment to the vision of the acquisition.
<b>D</b>	The potential exists for credible science and business cases to be made for the acquisition, but the laboratory fails to take advantage of the opportunity.
<b>F</b>	Proposed approaches are based on fraudulent assumptions; the science case is weak to non-existent, 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 determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by progress reports, Lehman reviews, Program/Staff Office reviews/oversight, etc.:

- Adherence to DOE Order 413.3 Project Management for the Acquisition of Capital Assets;
- Successful fabrication of facility components
- Effectiveness in meeting construction schedule and budget; and
- Quality of key staff overseeing the project(s).

<b>A to A+</b>	Laboratory has identified and implemented practices that would allow the project scope to be increased if such were desirable, without impact on baseline cost or schedule; Laboratory always provides exemplary project status reports on time to DOE and takes the initiative to communicate emerging problems or issues. There is high confidence throughout the execution phase that the project will meet its cost/schedule performance baseline; Reviews identify environment, safety and health practices to be exemplary.
<b>B+</b>	The project meets CD-2 performance measures; the laboratory provides sustained leadership and commitment to environment, safety and health; reviews regularly recognize the laboratory for being proactive in the management of the execution phase of the project; to a large extent, problems are identified and corrected by the laboratory with little, or no impact on scope, cost or schedule; DOE is kept informed of project status on a regular basis; reviews regularly indicate project is expected to meet its cost/schedule performance baseline.
<b>B</b>	The project fails to meet expectations in one of the areas listed under B+.
<b>C</b>	Reviews indicate project remains at risk of breaching its cost/schedule performance baseline; Laboratory commitment to environment, safety and health issues is adequate; Reports to DOE can vary in degree of completeness; Laboratory commitment to the project appears to be subsiding.
<b>D</b>	Reviews indicate project is likely to breach its cost/schedule performance baseline; and/or Laboratory commitment to environment, safety and health issues is inadequate; reports to DOE are largely incomplete; laboratory commitment to the project has subsided.
<b>F</b>	Laboratory falsifies data during project execution phase; shows disdain for executing the project within minimal standards for environment, safety or health, fails to keep DOE informed of project status; reviews regularly indicate that the project is expected to breach its cost/schedule performance baseline.



### 2.3 Provide Efficient and Effective Operation of Facilities

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by progress reports, peer reviews, Program/Staff Office reviews/oversight, performance against benchmarks, Approved Financial Plans (AFPs), etc.:

- Availability, reliability, and efficiency of facility(ies);
- Degree the facility is optimally arranged to support community;
- Whether R&D is conducted to develop/expand the capabilities of the facility(ies);
- Effectiveness in balancing resources between facility R&D and user support; and
- Quality of the process used to allocate facility time to users.

<p><b>A</b> to <b>A+</b></p>	<p>Performance of the facility exceeds expectations as defined before the start of the year in any of these categories: cost of operations, users served, availability, beam delivery or luminosity and this performance can be directly attributed to the efforts of the laboratory; and /or: the schedule and the costs associated with the ramp-up to steady state operations are less than planned and are acknowledged to be 'leadership caliber' by reviews; Data on ES&amp;H continues to be exemplary and widely regarded as among the 'best in class'.</p>
<p><b>B<sup>+</sup></b></p>	<p>Performance of the facility meets expectations as defined before the start of the year in all of these categories: cost of operations, users served, availability, and this performance can be directly attributed to the efforts of the laboratory; and /or: the schedule and the costs associated with the ramp-up to steady state operations occur as planned; Data on ES&amp;H continues to be very good as compared with other projects in the DOE.</p>
<p><b>B</b></p>	<p>The project fails to meet expectations in one of the areas listed under B+.</p>
<p><b>C</b></p>	<p>Performance of the facility fails to meet expectations in several of the areas listed under B+; for example, the cost of operations is unexpectedly high and availability, beam delivery or luminosity of the facility is unexpectedly low, the number of users is unexpectedly low, Acquisition operates at steady state, on cost and on schedule, but the reliability of performance is somewhat below planned values, <u>or</u> acquisition operates at steady state, but the associated schedule and costs exceed planned values. Commitment to ES&amp;H is satisfactory.</p>
<p><b>D</b></p>	<p>Performance of the facility fails to meet expectations in many of the areas listed under B+; for example, the cost of operations is unexpectedly high and availability of the facility is unexpectedly low. Acquisition operates somewhat below steady state, on cost and on schedule, and the reliability performance is somewhat below planned values, <u>or</u> acquisition operates at steady state, but the schedule and costs associated exceed planned values. Commitment to ES&amp;H is satisfactory.</p>

<b>F</b>	The facility fails to operate; acquisition operates well below steady state <b>and/or</b> the reliability of the performance is well below planned values.
----------	--

**2.4 Effective Utilization of Facility(ies) to Grow and Support the Laboratory's Research Base**

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by peer reviews, participation in international design teams, Program/Staff Office reviews/oversight, etc.:

- Contractor's efforts to take full advantage of the facility to strengthen the Laboratory's research base; and
- Conversely the facility is strengthened by a resident research community that pushes the envelope of what the facility can do and/or are among the scientific leaders using the facility.

<b>A to A+</b>	Reviews document how multiple disciplines are using the facility in new and novel ways and reviews document that full advantage has been taken of the facility to strengthen the laboratory's research base.
<b>B+</b>	Reviews state strong and effective team approach exists toward establishing an internal user community; laboratory is capitalizing on existence of facility to grow internal capabilities.
<b>B</b>	Reviews state that lab is establishing an internal user community, but laboratory is still not capitalizing fully on existence of facility to grow internal capabilities.
<b>C</b>	Reviews state that the laboratory has made satisfactory use of the facility, but has not demonstrated much innovation.
<b>D</b>	Few indigenous staff use the facility, with none using it in novel ways; research base is very thin.
<b>F</b>	Laboratory does not know how to operate/use its own facility adequately.

	Letter Grade	Numeric Score	Weight	Weighted Score	Overall Score
<b>Office of Science - Basic Energy Sciences (BES)</b>					
2.1 Provide Effective Facility Design(s)			20%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			30%		
2.3 Provide Efficient and Effective Operation of Facilities			40%		
2.4 Effective Utilization of Facility(ies) to Grow and Support the Laboratory's Research Base			10%		
<b>Office of Science - Biological and Environmental Research (BER)</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 Effective Utilization of Facility(ies) to Grow and Support the Laboratory's Research Base			10%		
<b>Office of Science - High Energy Physics (HEP)</b>					
2.1 Provide Effective Facility Design(s)			20%		
2.2 Provide for the Effective and Efficient Construction of Facilities and/or Fabrication of Components			80%		
2.3 Provide Efficient and Effective Operation of Facilities			0%		
2.4 Effective Utilization of Facility(ies) to Grow and Support the Laboratory's Research Base			0%		
<b>Overall Total</b>					
<b>Office of Science - Nuclear Physics (NP)</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 Effective Utilization of Facility(ies) to Grow and Support the Laboratory's Research Base			15%		
<b>Overall Goal</b>					

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

HQ Program Office	Letter Grade	Numerical Score From Table 1.1	Funding Weight (BA)	Weighted Score	Overall Weighted Score
<b>Office of Science - Basic Energy Sciences (BES)</b>			25.2%		
<b>Office of Science - Biological and Environmental Research (BER)</b>			8.6%		
<b>Office of Science - High Energy Physics (HEP)</b>			10.9%		
<b>Office of Science - Nuclear Physics (NP)</b>			55.3%		
<b>Performance Goal 2.0 Total</b>					

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

1 - A complete listing of the S&T Goals & Objective weightings for the SC Programs and other Lab Customers is provided within Attachment 1 to the plan.

2 - Weightings for each SC Program Office and other Lab Customers are preliminary based upon FY 2005 Budget Authority figures, and are provided for informational purposes only. 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 Budget Authority for FY 2006.

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

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

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

**The Contractor 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 24%.

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). Weightings for each Customer listed below are preliminary, based upon FY 2005 Budget Authority figures, and are provided here for informational purposes only. 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 Budget Authority for FY 2006 provided by the Program Offices listed below.

- Office of Science - Advanced Scientific Computing Research (ASCR) (.4%)
- Office of Science - Basic Energy Sciences (BES) (23.7%)
- Office of Science - Biological and Environmental Research (BER) (8.1%)
- Office of Science - High Energy Physics (HEP) (10.3%)
- Office of Science - Nuclear Physics (NP) (52.0%)
- Office of Science - Workforce Development for Teachers and Scientists (WDTS) (.2%)
- Office of Defense Nuclear Nonproliferation (DNN) (2.1%)
- Department of Homeland Security (DHS) (1.7%)
- Assistant Secretary for Energy Efficiency and Renewable Energy (EERE) (1.5%)

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 BA for FY 2006 as compared to the total BA for those remaining HQ Program Offices.

Objectives:

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

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by peer reviews, existence and quality of strategic plans as determined by SC and scientific community review, Program Office reviews/oversight, etc.:

- Efficiency and Effectiveness of joint planning (e.g., workshops) with outside community;
- Articulation of scientific vision;
- Development of core competencies, ideas for new facilities and research programs; and
- Ability to attract and retain highly qualified staff.

<b>A to A+</b>	Providing strong programmatic vision that extends past the laboratory and for which the lab is a recognized leader within SC and in the broader research communities; development and maintenance of outstanding core competencies, including achieving superior scientific excellence in both exploratory, high-risk research and research that is vital to the DOE/SC missions; attraction and retention of world-leading scientists; recognition within the community as a world leader in the field.
<b>B+</b>	Coherent programmatic vision within the laboratory with input from and output to external research communities; development and maintenance of strong core competencies that are cognizant of the need for both high-risk research and stewardship for mission-critical research; attracting and retaining scientific staff who are very talented in all programs.
<b>B</b>	Programmatic vision that is only partially coherent and not entirely well connected with external communities; development and maintenance of some, but not all core competencies with attention to, but not always the correct balance between, high-risk and mission-critical research; attraction and retention of scientific staff who talented in most programs.
<b>C</b>	Failure to achieve a coherent programmatic vision with little or no

	connection with external communities; partial development and maintenance of core competencies (i.e., some are neglected) with imbalance between high-risk and mission-critical research; attracting only mediocre scientists while losing the most talented ones.
<b>D</b>	Minimal attempt to achieve programmatic vision; little ability to develop any core competencies with a complete lack of high-risk research and ignorance of mission-critical areas; minimal success in attracting even reasonably talented scientists.
<b>F</b>	No attempt made to achieve programmatic vision; no demonstrated ability to develop any core competencies with a complete lack of high-risk research and ignorance of mission-critical areas; failure to attract even reasonably talented scientists.

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

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by peer reviews, existence and quality of strategic plans as determined by SC and scientific community review, Program Office and scientific community review/oversight, etc.:

- Quality of R&D and/or user facility strategic plans
- Adequacy in considering technical risks;
- Success in identifying/avoiding technical problems;
- Effectiveness in leveraging (synergy with) other areas of research; and
- Demonstration of willingness to make tough decisions (i.e., cut programs with sub-critical mass of expertise, divert resources to more promising areas, etc.).

<b>A to A+</b>	Research plans are proactive, not reactive, as evidenced by making hard decisions and taking strong actions; plans are robust against budget fluctuations – multiple contingencies planned for; new initiatives are proposed and funded through reallocation of resources from less effective programs; plans are updated regularly to reflect changing scientific and fiscal conditions; plans include ways to reduce risk, duration of programs.
<b>B<sup>+</sup></b>	Plans are reviewed by experts outside of lab management and/or include broadly-based input from within the laboratory; research plans exist for all program areas; plans are consistent with known budgets and well-aligned with DOE interests; work follows the plan.
<b>B</b>	Research plans exist for all program areas; work follows the plan.
<b>C</b>	Research plans exist for most program areas; work does not always follow the plan.
<b>D</b>	Plans do not exist for a significant fraction of the lab's program areas, or significant work is conducted outside those plans.
<b>F</b>	No planning is done.



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

In determining the performance of the Objective the DOE evaluator(s) shall consider the following as measured by Program Office reviews/oversight, etc.:

- The quality, accuracy and timeliness of response to customer requests for information;
- The extent to which the Contractor keeps the customer informed of both positive and negative events at the Laboratory so that the customer can deal effectively with both internal and external constituencies; and
- The ease of determining the appropriate contact (who is on-point for what).

<b>A to A+</b>	Communication channels are well-defined and information is effectively conveyed; important or critical information is delivered in real-time; responses to HQ requests for information from laboratory representatives are prompt, thorough, correct and succinct; laboratory representatives <i>always</i> initiate a communication with HQ on emerging issues there are no surprises.
<b>B<sup>+</sup></b>	Good communication is valued by all staff throughout the contractor organization; responses to requests for information are thorough and are provided in a timely manner; the integrity of the information provided is never in doubt
<b>B</b>	Evidence of good communications is noted throughout the contractor organization and responses to requests for information provide the minimum requirements to meet HQ needs; with the exception of a few minor instances HQ is alerted to emerging issues.
<b>C</b>	Laboratory representatives recognize the value of sound communication with HQ to the mission of the laboratory. However, laboratory management fails to demonstrate that its employees are held accountable for ensuring effective communication and responsiveness; laboratory representatives do not take the initiative to alert HQ to emerging issues.
<b>D</b>	Communications from the laboratory are well-intentioned but generally incompetent; the laboratory management does not understand the importance of effective communication and responsiveness to the mission of the laboratory.
<b>F</b>	Contractor representatives are openly hostile and/or non-responsive – emails and phone calls are consistently ignored; communications typically do not address the request; information provided can be incorrect, inaccurate or fraudulent – information is not organized, is incomplete, or is fabricated.

	Letter Grade	Numeric Score	Weight	Weighted Score	Overall Score
<b>Office of Science - Advanced Scientific Computing Research (ASCR)</b>					
3.1 Effective and Efficient Stewardship			35%		
3.2 Project/Program Planning and Management			35%		
3.3 Communications and Responsiveness			30%		
Overall ASCR Total					
<b>Office of Science - Basic Energy Sciences (BES)</b>					
3.1 Effective and Efficient Stewardship			40%		
3.2 Project/Program Planning and Management			30%		
3.3 Communications and Responsiveness			30%		
Overall BES Total					
<b>Office of Science - Biological and Environmental Research (BER)</b>					
3.1 Effective and Efficient Stewardship			20%		
3.2 Project/Program Planning and Management			30%		
3.3 Communications and Responsiveness			50%		
Overall BER Total					
<b>Office of Science - High Energy Physics (HEP)</b>					
3.1 Effective and Efficient Stewardship			40%		
3.2 Project/Program Planning and Management			40%		
3.3 Communications and Responsiveness			20%		
Overall HEP Total					
<b>Office of Science - Nuclear Physics (NP)</b>					
3.1 Effective and Efficient Stewardship			40%		

3.2 Project/Program Planning and Management			40%		
3.3 Communications and Responsiveness			20%		
<b>Office of Science - Workforce Development for Teachers and Scientists (WDTS)</b>					
3.1 Effective and Efficient Stewardship			20%		
3.2 Project/Program Planning and Management			40%		
3.3 Communications and Responsiveness			40%		
<b>Office of Defense Nuclear Nonproliferation</b>					
3.1 Effective and Efficient Stewardship			34%		
3.2 Project/Program Planning and Management			33%		
3.3 Communications and Responsiveness			33%		
			<b>Overall DNN Total</b>		
<b>Department of Homeland Security</b>					
3.1 Effective and Efficient Stewardship			34%		
3.2 Project/Program Planning and Management			33%		
3.3 Communications and Responsiveness			33%		
			<b>Overall DHS Total</b>		
<b>Assistant Secretary for Energy Efficiency and Renewable Energy</b>					
3.1 Effective and Efficient Stewardship			34%		
3.2 Project/Program Planning and Management			33%		
3.3 Communications and Responsiveness			33%		
			<b>Overall EERE Total</b>		

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

SC Program Office	Letter Grade	Numerical Score From Table 1 <sup>1</sup>	Final Weight (BA) <sup>2</sup>	Weighted Score	Overall Weighted Score
Office of Science - Advanced Scientific Computing Research (ASCR)			.4%		
Office of Science - Basic Energy Sciences (BES)			23.7%		
Office of Science - Biological and Environmental Research (BER)			8.1%		
Office of Science - High Energy Physics (HEP)			10.3%		
Office of Science - Nuclear Physics (NP)			52.0%		
Office of Science - Workforce Development for Teachers and Scientists (WDTS)			.2%		
Office of Defense Nuclear Nonproliferation (DNN)			2.1%		
Department of Homeland Security (DHS)			1.7%		
Office of Energy Efficiency and Renewable Energy (EERE)			1.5%		
<b>Performance Goal 3.0 Total</b>					

**Table 3.2 – Overall Performance Goal Score Development<sup>10</sup>**

1 - A complete listing of the S&T Goals & Objective weightings for the SC Programs and other Lab Customers is provided within Attachment 1 to the plan.

2 - Weightings for each SC Program Office and other Lab Customers are preliminary based upon FY 2005 Budget Authority figures, and are provided for informational purposes only. 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 Budget Authority for FY 2006.

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

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

## Program Office Goal &amp; Objective Weightings

## Office of Science

		ASCR	BES	BER	HEP	NP	WDTS
		Weight	Weight	Weight	Weight	Weight	Weight
<b>Goal #1 Mission Accomplishment</b>							
	<b>Goal's weight</b>	<b>70</b>	<b>30</b>	<b>50</b>	<b>50</b>	<b>40</b>	<b>65</b>
1.1 Impact (significance)		40	50	30	30	40	25
1.2 Leadership (recognition of S&T accomplishments)		30	20	20	30	30	30
1.3 Output (productivity) (pass/fail)		15	15	20	30	15	30
1.4 Delivery (pass/fail)		15	15	30	10	15	15
<b>Goal #2 Design, Fabrication, Construction and Operation of Facilities</b>							
	<b>Goal's weight</b>	<b>0</b>	<b>50</b>	<b>25</b>	<b>10</b>	<b>40</b>	<b>0</b>
2.1 Design of Facility (the initiation phase and the definition phase, i.e. activities leading up to CD-2)			20	0	20	0	
2.2 Construction of Facility/Fabrication of Components (execution phase, Post CD-2 to CD-4)			30	0	80	0	
2.3 Operation of Facility			40	90	0	85	
2.4 Utilization of Facility to Grow and Support Lab's Research Base			10	10	0	15	
<b>Goal #3 Program Management</b>							
	<b>Goal's weight</b>	<b>30</b>	<b>20</b>	<b>25</b>	<b>40</b>	<b>20</b>	<b>35</b>
3.1 Stewardship of Scientific Capabilities and Programmatic Vision		35	40	20	40	40	20
3.2 Program Planning and Management		35	30	30	40	40	40
3.3 Program Management-Communication & Responsiveness (to HQ)		30	30	50	20	20	40

### Program Office Goal & Objective Weightings

#### All Other Customers <sup>1</sup>

	<b>DNN Weight</b>	<b>DHS Weight</b>	<b>EERE Weight</b>
<b>Goal #1 Mission Accomplishment</b>			
<b>Goal's weight</b>	<b>50</b>	<b>50</b>	<b>50</b>
1.1 Impact (significance)	25	25	25
1.2 Leadership (recognition of S&T accomplishments)	25	25	25
1.3 Output (productivity) (pass/fail)	25	25	25
1.4 Delivery (pass/fail)	25	25	25
<b>Goal #2 Design, Fabrication, Construction and Operation of Facilities</b>			
<b>Goal's weight</b>	<b>0</b>	<b>0</b>	<b>0</b>
2.1 Design of Facility (the initiation phase and the definition phase, i.e. activities leading up to CD-2)	0	0	0
2.2 Construction of Facility/Fabrication of Components (execution phase, Post CD-2 to CD-4)	0	0	0
2.3 Operation of Facility	0	0	0
2.4 Utilization of Facility to Grow and Support Lab's Research Base	0	0	0
<b>Goal #3 Program Management</b>			
<b>Goal's weight</b>	<b>50</b>	<b>50</b>	<b>50</b>
3.1 Stewardship of Scientific Capabilities and Programmatic Vision	34	34	34
3.2 Program Planning and Management	33	33	33
3.3 Program Management-Communication & Responsiveness (to HQ)	33	33	33

<sup>1</sup> Goal and Objective weightings have been set by the Site Office and are preliminary. Final Goal and Objective weightings will be incorporated, as appropriate, once they are determined by each HQ Program Office and provided to BHSO. Should a HQ Program Office fail to provide final Goal and Objective weightings before the end of the first quarter FY 2006 the preliminary weightings provided shall become final.

**Performance Goal 4 Provide Sound and Competent Leadership and Stewardship of the Laboratory** - THE CONTRACTOR'S LEADERSHIP PROVIDES EFFECTIVE AND EFFICIENT DIRECTION IN STRATEGIC PLANNING TO MEET THE MISSION AND VISION OF THE OVERALL LABORATORY; IS ACCOUNTABLE AND RESPONSIVE TO SPECIFIC ISSUES AND NEEDS WHEN REQUIRED; AND CORPORATE OFFICE LEADERSHIP PROVIDES APPROPRIATE LEVELS OF RESOURCES AND SUPPORT FOR THE OVERALL SUCCESS OF THE LABORATORY.

The weight of this Performance Goal is 25%

**Performance Objective 4.1** - Provide a Distinctive Vision for the Laboratory and an Effective Plan for Accomplishment of the Vision to Include Strong Partnerships Required to Carry Out those Plans.

The weight of this Performance Objective is 30%

**Performance Measure 4.1.1**

BSA will deliver effective integrated plans to sustain the viability of BNL as a leading scientific institution into the foreseeable future.

**Performance Target 4.1.1.1**

BSA will develop a realistic and vital vision for BNL along with a ten-year Strategic Plan to achieve that vision that are consistent with the DOE mission and exploit BNL capabilities

**Performance Target 4.1.1.2**

BSA will produce and implement a Business Plan that supports the Laboratory's Strategic Plan.

**Performance Target 4.1.1.3**

BSA will maintain open, honest and effective communication with the Laboratory's many communities about the mission of the Office of Science, the Laboratory's scientific and technological achievements, and the priority initiatives as articulated in the Strategic Plan.

**Performance Measure 4.1.2**

BSA will actively seek partnership with external entities that complement BNL's capabilities and add value to or facilitate BNL deliverables.

**Performance Target 4.1.2.1**

Consistent with the Strategic Plan for the Laboratory, identify and implement a select few top-priority actions necessary to support critical



elements of the Plan, including new, substantial partnerships or programs for enhanced non-SC funding at BNL.

**Performance Target 4.1.2.2**

Develop a plan for the Work-for-Others (WFO) program that is consistent with the Strategic Plan and DOE guidelines.

**Performance Objective 4.2** – Provide for Responsive and Accountable Leadership throughout the Organization.

The weight of this Performance Objective is 40%

**Performance Measure 4.2.1**

Corporate Leadership - BSA is responsible and accountable for Laboratory performance.

**Performance Target 4.2.1.1**

BSA will maintain effective processes to hold Laboratory management accountable for performance, including an effective and comprehensive self-assessment process and an effective employee performance management process.

**Performance Target 4.2.1.2**

BSA Corporate elements will engage constructively with Laboratory management to fully understand and, where necessary, assist in resolution of Laboratory issues.

**Performance Measure 4.2.2**

BSA Corporate elements will effectively oversee Laboratory management.

**Performance Target 4.2.2.1**

BSA will maintain an effective corporate led assurance process consistent with the requirements of the Prime Contract.

**Performance Objective 4.3** - Provide Efficient and Effective Corporate Support as Appropriate.

The weight of this Performance Objective is 30%

**Performance Measure 4.3.1**

BSA Corporate will provide resources to demonstrate its commitment to the success of BNL.

**Performance Target 4.3.1.1**

Tangible resources will be provided by BSA Corporate to facilitate BNL objectives.

Consideration will be given to the strategic impact and the magnitude of corporate support, which may be in any form, such as:

- Assuring leadership positions are filled in a timely manner
- Leveraging agreements with external partners
- Assessing infrastructure improvement opportunities
- Facilitating joint appointments
- Providing staff, expert advice, management systems, or similar assistance to achieve BNL objectives.

**Performance Goal 5 Sustain Excellence and Enhance Effectiveness of Integrated Safety, Health, and Environmental Protection**

THE CONTRACTOR PROTECTS THE SAFETY AND HEALTH OF THE DOE CONTRACTOR WORKFORCE, SUBCONTRACTORS, THE COMMUNITY, AND THE ENVIRONMENT IN ALL DOE-SPONSORED WORK AT THE SITE, AND SUSTAINS AND ENHANCES THE EFFECTIVENESS OF INTEGRATED SAFETY, HEALTH AND ENVIRONMENTAL PROTECTION THROUGH A STRONG AND WELL-DEPLOYED SYSTEM.

The weight of this Performance Goal is 20%

**Performance Objective 5.1 - Provide a Work Environment that Protects Workers and the Environment**

The weight of this Performance Objective is 40%

**Performance Measure 5.1.1**

BNL will demonstrate progress in achieving and maintaining “best in class” safety and health performance

**Performance Target 5.1.1.1**

BNL will improve safety performance as measured by the days away, restricted or transferred case rate.

Expectation: BNL will meet the Office of Science interim goal of 0.35 cases per 200,000 hours worked

**Performance Target 5.1.1.2**

BNL will improve safety performance as measured by the OSHA total recordable case rate.

Expectation: BNL will meet the Office of Science interim goal of 0.87 cases per 200,000 hours worked

**Performance Objective 5.2 - Provide Efficient and Effective Implementation of Integrated Safety, Health and Environmental Management**

The weight of this Performance Objective is 40%

**Performance Measure 5.2.1**

BNL will implement, maintain, and continually improve an integrated safety management system that:

- Clearly states environmental and occupational health and safety (ESH) policies, programs and objectives appropriate for BNL operations,
- Identifies ES&H risks and legal requirements,
- Takes a proactive approach to ES&H risks and involves employees in the development and implementation of procedures,
- Controls or eliminates ES&H risks to prevent accidents,
- Monitors environmental management system (EMS) and occupational safety and health management (OSH) system performance, and
- Ensures continual review, evaluation, and improvement of the system.

**Performance Target 5.2.1.1**

BNL will implement a safety observation process for Level 1, 2, and 3 managers. Expectations for the implementation and performance of the process will be directed by the Laboratory Director and will include:

- training for Level 1, 2 and 3 managers as appropriate
- expectations for the frequency and quality of field observations
- documentation of field observations
- dispositioning field observations and follow through tracking and trending of observation results

**Performance Target 5.2.1.2**

BNL will provide processes that ensure worker, scientist and technician participation in hazards assessment, evaluation and mitigation at the “task level.” Accordingly, BNL will complete Job Risk Assessments for all departments and divisions by the end of FY06.

**Performance Target 5.2.1.3**

BNL will implement an effective issues management process that includes timely reporting, effective response, rigorous causal analysis, effective corrective action management, compliance with requirements, and useful lessons learned. “Issues” may be identified through assessments (internal or external), inspections or self-revealing events.

**Performance Target 5.2.1.4**

BNL will demonstrate management involvement through an effective management review process. BNL will institutionalize a formal management review process for all Directorates by the end of FY06. The management review will:

- review ESH performance against the established annual goals and objectives,
- evaluate performance of departments and divisions in the Goal 5 performance objectives, and
- establish goals and objectives for the next year

**Performance Objective 5.3 – Provide Efficient and Effective Waste Management, Minimization, and Pollution Prevention**

The weight of this Performance Objective is 20%

**Performance Measure 5.3.1**

Environmental Management System (EMS): ensure continual improvement in BNL's EMS.

**Performance Target 5.3.1.1**

- 1st Quarter: Institutional Aspects Analysis is complete, Objectives and Targets are established and Environmental Priorities published. Management Review is conducted.
- 2nd Quarter: Internal Audit of EMS is completed
- 3rd Quarter: ISO 14001 Registrar audit preparation and completion
- 4th Quarter: Develop corrective action plan for internal and ISO 14001 Registrar audit findings and enter corrective actions into ATS.

**Performance Measure 5.3.2**

Pollution Prevention: Continue to promote full participation in the P2 program and efficient implementation of projects.

**Performance Target 5.3.2.1**

- 1st Quarter: Each major waste generating Directorate (list to be similar to last year) will propose a minimum of two pollution prevention proposals to the P2 Council, documenting the project deliverables, environmental benefits, waste reduction and cost saving potential of the projects.
- 2nd Quarter: The P2 Council will rank and fund projects that best meet the criteria and support BNL objectives and targets.
- 3rd Quarter: Line organizations implement projects.
- 4th Quarter: Environmental and Waste Management Services (EWMS) conducts an assessment of the effectiveness of implementation and documents benefits (cost savings, environmental, efficiency gains, etc.)

**Performance Goal 6 Deliver Efficient, Effective, and Responsive Business Systems and Resources that Enable the Successful Achievement of Laboratory Missions**

THE CONTRACTOR SUSTAINS AND ENHANCES CORE BUSINESS SYSTEMS THAT PROVIDE EFFICIENT AND EFFECTIVE SUPPORT TO LABORATORY PROGRAMS AND ITS MISSIONS.

The weight of this Performance Goal is 20%

**Performance Objective 6.1 - Provide an Efficient, Effective, and Responsive Financial Management System(s)**

The weight of this Performance Objective is 30%

**Performance Measure 6.1.1**

The effectiveness of the Financial Management System as validated by internal and external audits and reviews

**Performance Target 6.1.1.1**

Results of internal and external audits conducted by BSA's Internal Audit, DOE, GAO and external organizations demonstrate adequate control over unallowable costs and adequate internal controls

**Performance Measure 6.1.2**

The continual improvement of Financial Management System through the monitoring of audit and review results, self assessments/internal performance measures, and other information

**Performance Target 6.1.2.1**

Quarterly, CFO demonstrates improvements to financial system through self assessment process which takes into account recommendations from internal and external reviewers as well as self identified improvements. Also actions taken to address issues in the management system during normal operations.

**Performance Measure 6.1.3**

The Financial Management System meets performance expectations

**Performance Target 6.1.3.1**

Examples of Financial Management System processes meeting expectations:

- Timely annual budget submission (FWPs)
- Budget execution - successful month end and year end closings
- Day to day utilization of system for reporting to DOE and Lab management

**Performance Measure 6.1.4**

Effective management of costs (direct and indirect)

**Performance Target 6.1.4.1**

- Generation of revenue and cost projections
- Management and control of overhead and support costs
- Variance analysis

**Performance Objective 6.2 - Provide Efficient, Effective, and Responsive Acquisition and Property Management Systems.**

The weight of this Performance Objective is 25%

**Performance Measure 6.2.1**

The following items will be considered in determining the performance level of effective and efficient Acquisition and Property Management Systems:

- The continued certification of the procurement and property systems.
- Meeting the needs of the internal and external customers.
- The establishment and maintenance of appropriate internal controls.
- The continuous improvement of the acquisition and property management systems in accordance with audits, reviews, strategic and corrective action plans.
- The development of responsible corporate citizenship by establishing desirable business practices.
- The continuous professional development of staff including awareness of acquisition and property management processes and procedures.

The overall evaluation of the measure may also consider any other relevant information directly or indirectly related to the acquisition and property management systems that provide evidence (either positive or negative) of the effectiveness/efficiency of the contractor in meeting the performance objective.

**Performance Target 6.2.1.1**

The performance target will be the summary result of the laboratory's Procurement Balanced Scorecard self-assessment that has been verified and validated by DOE

**Performance Target 6.2.1.2**

The performance target will be the summary result of the laboratory's Property Balanced Scorecard self-assessment that has been verified and validated by DOE

**Performance Objective 6.3 - Provide an Efficient, Effective, and Responsive Human Resources Management System**

The weight of this Performance Objective is 20%

**Performance Measure 6.3.1**

Effectiveness of HR systems/processes/services as validated through the use of a customer service survey

**Performance Target 6.3.1.1**

Customer feedback is between 3.5 and 4.0 on a five-point scale (with 5 highest), or

Action plans are implemented and measurable progress/action taken

**Performance Measure 6.3.2**

One major system or two processes are reviewed annually

**Performance Target 6.3.2.1**

Analysis against baseline data validates effective system/process, or  
Demonstration that system/process is clearly improved

**Performance Measure 6.3.3**

Success in attraction/retention of highly qualified employees

**Performance Target 6.3.3.1**

Acceptance rate for all new hires = 85%

**Performance Target 6.3.3.2**

Percent of terminating employees with the two highest performance levels (DP and CP) = 10% less than percentage of the overall population with those two performance levels.

**Performance Measure 6.3.4**

Demonstrate effective compensation management through high quality comparison with competitive market.

**Performance Target 6.3.4.1**

Validation of job matches used as benchmarks = 80%

**Performance Target 6.3.4.2**

Increase in percentage of jobs used in benchmark analysis = 5%

**Performance Measure 6.3.5**

Demonstrate effective benefits management.

**Performance Target 6.3.5.1**

Demonstrate proactive efforts in monitoring effectiveness of benefit plans.

**Performance Measure 6.3.6**

Effectiveness of Diversity Programs and services as validated through the use of a customer service survey with Employee Resource Group (ERGs) leaders

**Performance Target 6.3.6.1**

Customer feedback is between 3.5 and 4.0 on a five-point scale (with 5 highest), or  
Action plans are implemented and measurable progress/action taken

**Performance Measure 6.3.7**

Complete the recommendations of the Hewitt Diversity Emphasis Study

**Performance Target 6.3.7.1**

Prioritize and complete 25% of the outstanding recommendations from the Hewitt Diversity Emphasis Study in FY 2006

**Performance Target 6.3.7.2**

Development Section II of a tool to address diversity management accountability of Lab Managers and link to performance appraisal process

**Performance Measure 6.3.8**

Success in delivery of diversity educational awareness with Laboratory wide participation in FY 2008

**Performance Target 6.3.8.1**

Achieve 50% Basic Energy Science (BES) employee participation in FY 2006

**Performance Target 6.3.8.2**

Achieve 25% Lab-wide employee participation in FY 2006

**Performance Measure 6.3.9**

Plan and execute a recruitment program aligned with Lab's Science & Technology strategic goals.

**Performance Target 6.3.9.1**

Establish partnership with recruitment personnel at six (6) Historically Black colleges and universities (HBCUs)

**Performance Target 6.3.9.2**

Establish partnership with recruitment personnel at six (6) BSA colleges and universities



**Performance Objective 6.4 - Provide Efficient, Effective, and Responsive Management Systems for Internal Audit and Oversight; Quality; Information Management; and Other Administrative Support Services as Appropriate**

The weight of this Performance Objective is 15%

**Performance Measure 6.4.1**

The Laboratory will demonstrate efficient and effective business management systems, aside from the ones addressed in the Goal's other objectives, as validated by utilization and audit/assessment/benchmarking that drives continual improvement as appropriate.

**Performance Target 6.4.1.1**

Through the use of a third party or peer review team, BSA will evaluate the effectiveness, efficiency and responsiveness of their management systems. The team will articulate whether or not the systems are effective, efficient and responsive and/or need improvement. Where improvement is necessary, the team will identify those areas for improvement and BSA will respond in a timely manner to address those improvements.

**Performance Objective 6.5 - Demonstrate Effective Transfer of Technology and Commercialization of Intellectual Assets**

The weight of this Performance Objective is 10%

**Performance Measure 6.5.1**

The Laboratory exercises proper stewardship of intellectual assets and Laboratory owned or originated technology.

**Performance Target 6.5.1.1**

BSA will report new inventions to DOE, filing U.S. and, where appropriate, foreign patent applications to create intellectual property assets. The Laboratory provides DOE with all intellectual property related reports and documents required under the Prime Contract.

**Performance Measure 6.5.2**

The Laboratory created/generated technology transfer and deployment activities (e.g., licenses, option agreements) have impacted the market.

**Performance Target 6.5.2.1**

BSA provides incentives to its Licensees to invest in the development and deployment of licensed technologies.

**Performance Measure 6.5.3**

The Laboratory effectively communicates how to transfer technology to Laboratory researchers and potential licensees.

**Performance Target 6.5.3.1**

The Laboratory will conduct periodic intellectual property seminars in research departments and divisions as appropriate and will, in FY 2006, introduce a web-based Intellectual Property Training Program for Laboratory researchers. Also, prospective licensees will be identified through market research and receive targeted licensing opportunities packages.

**Performance Measure 6.5.4**

The Laboratory realizes net revenue from its deployment of intellectual assets.

**Performance Target 6.5.4.1**

BSA will operate its Licensing Program at a cost less than 25% of gross revenue, resulting in a significant share of licensing revenue being returned to the Laboratory.

**Performance Goal 7 Sustain Excellence in Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to Meet Laboratory Needs**

THE CONTRACTOR PROVIDES APPROPRIATE PLANNING FOR LABORATORY FACILITIES AND INFRASTRUCTURE NEEDS REQUIRED TO EFFICIENTLY AND EFFECTIVELY CARRY OUT CURRENT AND FUTURE S&T PROGRAMS, AND MANAGES DOE FACILITIES AND INFRASTRUCTURE IN A COST EFFECTIVE MANNER THAT ENSURES THEIR SAFE AND RELIABLE OPERATION CONSISTENT WITH PROGRAM MISSIONS NEEDS AND DOE STEWARDSHIP REQUIREMENTS.

The weight of this Performance Goal is 15%

**Performance Objective 7.1 - Manage Facilities and Infrastructure in an Efficient and Effective Manner that Optimizes Usage and Minimizes Life Cycle Costs**

The weight of this Performance Objective is 50%

**Performance Measure 7.1.1**

The management of real property assets to maintain effective operational safety, worker health, environmental protection and compliance, property preservation, and cost effectiveness while meeting program missions, through effective facility utilization, maintenance and budget execution

**Performance Target 7.1.1.1**

Maintain balanced priorities through effective utilization of the BNL Project, Planning, Programming and Budgeting Process (3PBP) project tracking and prioritization process. Have the Consolidated Unfunded Requirements List (CURL) funded projects approved by the BNL Policy Council in a timely manner.

**Performance Measure 7.1.2**

The maintenance and renewal of building systems, structures and components associated with the Laboratory's facility and land assets

**Performance Target 7.1.2.1**

The Laboratory will maintain reliable electrical and building infrastructure. (Use existing infrastructure reliability index.)

**Performance Target 7.1.2.2**

The Laboratory's Maintenance Investment Index will meet DOE goals [e.g.,  $MII \geq 2.0$ ]

**Performance Objective 7.2 - Provide Planning for and Acquire the Facilities and Infrastructure Required to Support Future Laboratory Programs**

The weight of this Performance Objective is 50%

**Performance Measure 7.2.1**

Integration and alignment of the Ten Year Site Plan to the Laboratory's comprehensive strategic plan

**Performance Target 7.2.1.1**

BNL's Ten Year Site Plan is aligned with BNL's Business Plan. BNL's Project, Planning, Programming and Budgeting Process (3PBP) outcomes (e.g., projects approved by Policy Council) are aligned with BNL Business Plan. BNL will continue to study electric power supply options beyond the current three-year NYPA contract.

**Performance Measure 7.2.2**

Efficiency in meeting Cost and Schedule Performance Index for construction projects (when appropriate).

**Performance Target 7.2.2.1**

BNL manages Line Item and GPP projects effectively to agreed scope, schedule, obligation and cost baselines (Use existing Project Management Measure process.).

**Performance Goal 8 Sustain and Enhance the Effectiveness of Integrated Safeguards and Security Management (ISSM) and Emergency Management Systems**

THE CONTRACTOR SUSTAINS AND ENHANCES THE EFFECTIVENESS OF INTEGRATED SAFEGUARDS AND SECURITY AND EMERGENCY MANAGEMENT THROUGH A STRONG AND WELL DEPLOYED SYSTEM. COMMENSURATE, TO THE GREATEST DEGREE POSSIBLE, WITH AN "OPEN CAMPUS" PHILOSOPHY, PROTECT LABORATORY FACILITIES, PERSONNEL, AND CLASSIFIED AND SENSITIVE INFORMATION FROM HARM BY IMPLEMENTING EFFECTIVE SAFEGUARDS, SECURITY, AND EMERGENCY MANAGEMENT PROGRAMS.

The weight of this Performance Goal is 20%

**Performance Objective 8.1 - Provide an Efficient and Effective Emergency Management System**

The weight of this Performance Objective is 35%

**Performance Measure 8.1.1**

The commitment of laboratory management to strong Emergency Management is appropriately demonstrated.

**Performance Target 8.1.1.1**

The development (as necessary), maintenance and appropriate utilization of emergency management procedures and processes are effectively demonstrated.

**Performance Target 8.1.1.2**

Emergency management events are reported and mitigated as necessary.

**Performance Target 8.1.1.3**

Results of external reviews, surveys and inspections demonstrate that emergency management systems are effective.

**Performance Objective 8.2 - Provide an Efficient and Effective System for Cyber-Security**

The weight of this Performance Objective is 35%

**Performance Measure 8.2.1**

BNL will demonstrate an effective cyber security system through external reviews, surveys and inspections.

**Performance Target 8.2.1.1**

The Laboratory will maintain Plans of Actions and Milestones (POA&M) schedules on or ahead of schedule.

**Performance Target 8.2.1.2**

The Laboratory will perform a comprehensive externally managed penetration testing program to demonstrate effective cyber security.

**Performance Target 8.2.1.3**

The Laboratory will perform a peer review, to include DOE representation, of the cyber security program.

**Performance Objective 8.3 – Provide an Efficient and Effective System for the Protection of Special Nuclear Materials, Classified Matter, and Property**

The weight of this Performance Objective is 15%

**Performance Measure 8.3.1**

The commitment of leadership to strong safeguards performance is appropriately demonstrated.

**Performance Target 8.3.1.1**

Integration of Safeguards into the culture of the organization for effective deployment of the system is demonstrated.

**Performance Target 8.3.1.2**

The maintenance and appropriate utilization of safeguards risk identification, prevention and control processes are demonstrated.

**Performance Measure 8.3.2**

Safeguards events are reported and mitigated as necessary.

**Performance Target 8.3.2.1**

The Laboratory will demonstrate an effective Safeguards system through external reviews, surveys, and inspections.

**Performance Target 8.3.2.2**

The Laboratory will demonstrate employee and management awareness of their Safeguards responsibilities.

**Performance Objective 8.4 – Provide an Efficient and Effective System for the Protection of Classified and Sensitive Information**

The weight of this Performance Objective is 15%

**Performance Measure 8.4.1**

The commitment of leadership to strong protection of classified and sensitive information is appropriately demonstrated.

**Performance Target 8.4.1.1**

Events involving protection of classified and sensitive information are reported and mitigated as necessary.

**Performance Target 8.4.1.2**

Demonstrate an effective Security system for the protection of classified and sensitive information through external reviews, surveys and inspections.

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

***ATTACHMENT J.12***

**APPENDIX L**  
**COMPUTATION OF FEE**  
**FY2006**

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

**Contract No. DE-AC02-98CH10886**  
**Modification No. M138**

## APPENDIX L FY2006 FEE COMPUTATION FEE BASIS

For FY2006, the performance measure model has one class of performance measures in Appendix B of the Prime Contract that is directly associated with fee (fee bearing). This reflects the approved FY2006 Performance Goals, Objectives, Measures and Targets for Science & Technology and Management and Operations. The FY2006 fee structure is in consonance with the following guidelines:

1. The maximum fee is to be in consonance with fees paid for the operation of similar FFRDC laboratories and will have a single tier structure;
2. While there are no current integrated subcontractor(s), the fees for integrated subcontractor(s), when and if they are again added to the BSA management structure, are included in the total fee set forth in Section B.3 for FY04 through the first quarter of FY08;
3. The fee structure is to be based on individual Target outcomes and their associated weights as determined separately;
4. The Performance Goal of Science and Technology will act as a "gate," in that a final Grade of C (1.8) or above is required; there will be no fee if either Performance Goal outcome is D (1.0) or below.

### Maximum Fee

The maximum fee that BSA can earn under this matrix for FY 2006 is established at \$7,400,000, if the performance goal for Science & Technology is scored 4.1 or above and Management and Operations is scored 3.1 or above. The scoring process is described in Appendix B.

### Fee Matrix (Table 1)

Appendix B of the Prime Contract describes the scoring system for BSA's performance. The "Percent S&T Fee Earned" from Appendix B is multiplied by the "M&O Fee multiple" from Appendix B to arrive at the total earned fee percentage. That percentage is then multiplied by the total available fee to arrive at BSA's earned fee. See Fee Matrix below.

Table 1							
Overall Fee Determination							
Percent S&T Fee Earned from Appendix B, Table C.		M&O Fee Multiplier from Appendix B, Table C.		Overall Earned Performance-Based Fee		Maximum Performance Fee	Earned Fee
%	X		=	%	X	\$7,400,000	= \$