

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 3	
2. AMENDMENT/MODIFICATION NO. M432	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY U. S. Department of Energy Pacific Northwest Site Office Post Office Box 350 Richland, Washington 99352	CODE	7. ADMINISTERED BY (If other than Item 6)		CODE
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Battelle Memorial Institute Pacific Northwest Division Richland, Benton County, Washington 99352 DUNS # 032987476		<input type="checkbox"/>	9A. AMENDMENT OF SOLICITATION NO.	
		<input type="checkbox"/>	9B. DATED (SEE ITEM 11)	
		X	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC05-76RL01830	
CODE			10B. DATED (SEE ITEM 13) 12/30/64	
FACILITY CODE				

11. THIS ITEM 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)

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

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT/ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority) Bilateral Modification pursuant to the mutual agreement of both parties; H-18.
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>2</u> copies to the issuing office.	

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) This modification is being issued to modify/update Sections C, H, I, and J, as follows:

Section C "Description/Specifications/Work Statement": Delete paragraphs 3.2 and 3.3 in their entirety and insert the attached paragraphs 3.2 and 3.3 in lieu thereof.

Section H "Special Contract Requirements": Delete clause H-11 in its entirety and insert the attached H-11 in lieu thereof. Delete H-20 in its entirety and insert the attached H-20 in lieu thereof. Add clause H-34 as attached. Add clause H-35 as attached.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect

15A. NAME AND TITLE OF SIGNER (Type or print) Karen L. Hoewing, General Counsel		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Ronnie L. Dawson, Contract Specialist	
15B. CONTRACT/OFFEROR BY <u>Karen L. Hoewing</u> (Signature of person authorized to sign)	15C. DATE SIGNED 1-24-06	16B. UNITED STATES OF AMERICA BY <u>Ronnie L. Dawson</u> (Signature of Contracting Officer)	16C. DATE SIGNED 01/24/06

Section I "Contract Clauses":

Update Clauses I-11, I-36, I-42, and I-54 in accordance with the attached clauses.

Add clauses I-74A and I-84A in accordance with the attached clauses.

Section J "List of Attachments":

Delete Appendix C, "Subcontracting Plan for Socioeconomic Programs", in its entirety, and insert the attached Appendix C in lieu thereof.

Appendix D, "List of Applicable DOE Directives & External Requirements", update in accordance with the attached Appendix D, as follows :

Add CRD M 205.1-1, "Incident Prevention, Warning, and Response (IPWAR) Manual".

Add CRD M 205.1-2, "Clearing, Sanitization, and Destruction of Information System Storage Media, Memory Devices, and Related Hardware Manual".

Delete CRD N 205.4, "Handling Cyber Security Alerts and Advisories and Reporting Cyber Security Incidents".

Delete CRD N 205.12, "Clearing, Sanitizing, and Destroying Information System Storage Media, memory Devices, and Other Related Hardware".

Add CRD N 206.3, "Personal Identity Verification".

Add CRD O 226.1, "Implementation of Department of Energy Oversight Policy".

Update CRD O 241.1A to CRD O 241.1A, Chg 1.

Update title of CRD O 251.1A to "Directives System".

Update CRD O 414.1A, Chg 1, to CRD O 414.1C.

Update CRD O 420.2A to CRD O 420.2B.

Delete CRD O 470.1, Chg 1, "Safeguards and Security Program (Chapter VII and VIII as it pertains to foreign nationals who visit DOE sites/facilities and require access to classified information)".

Delete CRD M 470.1-1, "Safeguards and Security Awareness Program".

Delete CRD O 470.2B, Supplemented, Rev 2, "Security and Emergency Management Independent Oversight and Performance Assurance Program".

Add CRD O 470.2B, "Independent Oversight and Performance Assurance Program".

Add CRD O 470.4-1, "Safeguards and Security Program Planning and Management".

Add CRD M 470.4-2, "Physical Protection".

Add CRD M 470.4-3, "Protective Force".

Add CRD M 470.4-4, "Information Security".

Add CRD M 470.4-5, "Personnel Security".

Add CRD M 470.4-6, "Nuclear Material Control and Accountability".

Delete CRD M 471.2-1B, Supplemented, Rev 1, "Classified Matter Protection and Control Manual (Chapter III, paragraphs 1 and 2 only)".

Delete DOE M 471.2-1C, Chg 1, "Classified Matter Protection and Control Manual".

Delete CRD O 471.2A, "Information Security Program".

Delete DOE M 471.2-4, "Technical Surveillance Countermeasures".

Delete CRD O 471.4, "Incidents of Security Concern".

Delete DOE M 472.1-1B, "Personnel Security Program Manual".

Delete CRD O 472.1C, "Personnel Security Activities".

Delete CRD O 473.1, "Physical Security Program".

Delete CRD M 473.1-1, Supplemented, Rev 0, "Physical Protection Program Manual".

Delete CRD O 473.2, "Protective Force Program".

Delete CRD M 473.2-2, Chg 1, "Protective Force Program Manual".

Delete CRD N 473.9, "Security Conditions".

Delete CRD O 474.1A, "Control and Accountability of Nuclear Materials".

Delete CRD M 474.1-1B, "Manual for Control and Accountability of Nuclear Materials".

Delete CRD M 474.1-2, Chg 2, "Nuclear Materials Management and Safeguards System Reporting and Data Submission".

Delete CRD O 481.1B Supplemented, Rev 0, "Work for Others (Non-Department of Energy Funded Work)".

Appendix E "Standards of Performance-Based Fee, FY 2006 Battelle Performance Evaluation and Measurement Plan": Update Table 1.1, and paragraphs 4.1.4, 7.1.1, and 7.1.4 to correct typos and to add language, in accordance with the attached pages.

Appendix H "DOE SC Mission Stretch Goal(s) PEMP": Update the first paragraph following Table A on Page J-H-2 to reflect new FY 2006 language, in accordance with the attached Page J-H-2.

This modification results in no other changes.

3.2 Performance Evaluation Expectations

The performance expectations of this Contract are broadly set forth in this Section and reflect the DOE's minimum needs and expectations for Contractor performance. Specific performance work statements, performance standards (measures applied to results/outputs), acceptable performance levels (performance expectations), acceptable quality levels (permissible deviations from performance expectations), and related incentives shall be established annually, or at other such intervals determined by the DOE to be appropriate. The related incentives may be monetary, or where monetary incentives are not desirable or considered effective, the Contractor's performance may be used as a factor which directly affects the past performance report card, or a factor in a decision to reduce or increase DOE oversight or Contractor reporting, as appropriate.

In performance under this Contract, the Contractor shall be evaluated within the following general performance goals and expectations:

- (a) **Mission Accomplishment:** Produce original, creative scientific output that advances science and technology while achieving sustained scientific progress and impact that is recognized by the scientific and technical community.
- (b) **Design, Fabrication, Construction, and/or Operation of Facilities:** Provide quality strategic planning, design, fabrication, and construction for facilities/equipment needed to insure the Laboratory can meet its S&T missions today and in the future, while effectively and efficiently maintaining current S&T facilities and equipment and providing effective, efficient operation of user facilities.
- (c) **Science and Technology Program Management:** Provide for effective S&T program vision, leadership, strategic planning, and development of initiatives while maintaining efficient and effective communications and responsiveness to customer needs.
- (d) **Leadership and Stewardship of the Laboratory:** Provide for strategic planning to meet the mission and vision of the overall Laboratory; appropriate accountability and responsiveness to specific issues and needs, and appropriate levels of corporate office leadership, resources, and support for the overall success of the Laboratory.

- (e) Integrated Safety, Health, and Environmental Protection: Provide for and sustain an effective, and well deployed integrated safety, health and environmental protection program.
- (f) Business Programs and Resources: Provide for effective, efficient, and responsive business programs and resources that enable the successful achievement of the Laboratory missions.
- (g) Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to meet Laboratory Needs: Provide appropriate planning for, construction and management of Laboratory facilities and infrastructures required to efficiently and effectively carry out current and future programs.
- (h) Integrated Safeguards and Security Management and Emergency Management: Provide for and sustain an effective, and well deployed integrated safeguards, security and emergency management program.

Furthermore “Mission Stretch Goals,” as specified within Section J, Appendix H, have been identified as incentives for the Contractor to exceed expectations within the science and technology arena. Incentives for the accomplishment of these mission stretch goals shall be awarded as called for within the Contract clause entitled “Determining Total Available Mission Stretch Goal(s) Incentive Fee and Fee Earned,” and “Appendix H.”

3.3 Performance Objectives and Measures

The results-oriented performance goals/objectives of this Contract are stated in the Performance Evaluation and Measurement Plan, and/or in the Work Authorization Directives issued annually in accordance with the special clause entitled “Long-Range Planning, Program Development And Budgetary Administration.” The goals/objectives shall be accomplished within an overall framework of management and operational performance requirements and standards contained elsewhere in this Contract. To the maximum extent practicable, these requirements and standards have also been structured to reflect performance-based contracting concepts, including the clause entitled “Application of DOE Contractor Requirements Documents,” which permits the Contractor to propose to the Contracting Officer alternative and/or tailored approaches based on national, commercial or industrial standards and best business practices to meet the outcomes desired by the Government.

DOE’s Quality Assurance/Surveillance Plan (QASP) for evaluating the Contractor’s performance under the Contract shall consist primarily of the

Performance Evaluation and Measurement Plan (PEMP) as called for within the Section I Contract clause entitled "Total Available Fee: Base Fee Amount and Performance Fee Amount." The QASP establishes the process DOE shall use to ensure that the Contractor has performed in accordance with the performance standards and expectations. The QASP shall summarize the performance standards, expectations and acceptable quality levels for each task; describe how performance will be monitored and measured; describe how the results will be evaluated; and state how the results will affect Contract payment.

The Contractor shall develop and implement a Laboratory assurance process, acceptable to the Contracting Officer, which provides reasonable assurance that the objectives of the Contractor's management systems are being accomplished and that the systems and controls will be effective and efficient. The Contractor's assurance process shall reflect an understanding of the risks, maintain mechanisms for eliminating or mitigating the risks, and maintain a process to ensure that the management systems and their attendant assurance process(es) meet Contract requirements.

H-11 Standards of Contractor Performance Evaluation

- (a) Use of objective standards of performance, self assessment and performance evaluation
- (1) The Parties agree that the Contractor will utilize a comprehensive performance-based management approach for overall Laboratory management. The performance-based management approach will include the use of standardized performance goals and objectives as the measurement basis against which the Contractor's overall performance of the scientific and technical mission obligations under this Contract will be assessed. The performance criteria will focus on results to drive improved performance and increased effective and efficient management of the Laboratory.
 - (2) The Parties agree to utilize the process described within Section J, Appendix E "Performance Evaluation and Measurement Plan (PEMP) to evaluate the performance of the Laboratory. The Parties further agree that the evaluation process described in Appendix E will be reviewed annually and modified, if necessary, by agreement of the Parties. If agreement of the Parties cannot be reached, the Contracting Officer has the unilateral right to establish the evaluation process.
 - (3) The Parties agree that the Contractor will conduct an ongoing self-assessment process as a principal means of determining its compliance with the Contract Statement of Work and performance objectives identified within Section J, Appendix E. To assist the DOE in accomplishing the appropriate level of oversight, the Contractor shall work in partnership and cooperation with DOE and other external organization, as appropriate, in the self-assessment process. This work includes, but is not limited to, the development and execution of self-assessments and the utilization of the results for continuous improvement.
 - (4) The Contractor shall provide periodic updates, as requested by the DOE, on the performance against the Appendix E. The Contractor shall provide a formal status briefing at mid-year and year-end, and a formal self-evaluation report to the DOE at year-end. Specific due dates and formats for the above-mentioned briefings and reports shall be agreed to by the Laboratory Director and the Manager, Pacific Northwest Site Office (PNSO). In addition, the year-end report must provide:
 - (i) an overall summary of performance for the performance period;
 - (ii) performance ratings for each Goal and Performance Objective; and

- (iii) a summary of key strengths and opportunities for improvement.
- (5) DOE, as a part of its responsibility for oversight, evaluation, and information exchange, shall provide an annual programmatic appraisal and other appraisals, and reviews of the Contractor's performance of authorized work in accordance with the terms and conditions of this Contract. The Office of Science, through the PNSO, has the lead responsibility for oversight of the programs and activities conducted by the Contractor.
- (6) The Contracting Officer shall annually provide a written assessment of the Laboratory's performance to the Contractor, which shall be based upon the process described in Appendix E. The Parties acknowledge that the performance levels achieved against the specific performance objectives and measures shall be the primary, but not sole, criteria for determining the Contractor's final performance evaluation and rating for each goal. The Contractor's self-assessment results, to include results of any third party reviews which may have been conducted during the evaluation period, will be considered at all levels to assess and evaluate the Contractor's performance. The Contracting Officer may also consider other relevant information not specifically measured by the objectives and measures established within Appendix E that is deemed to have an impact (either positive or negative) on the Contractor's performance. Other relevant information that may be used by the Contracting Officer may include, but is not limited to, information gained from peer reviews, operational awareness, outside agency reviews (i.e., OIG, GAO, DCAA, etc.) conducted throughout the year, annual reviews (if needed), and DOE "for cause" reviews. With exception of "for cause" reviews, the DOE Pacific Northwest Site Office will conduct no more than one management and operations review per year. The on-site portion of such reviews will normally last no more than two weeks.
- (b) Standards of performance measure review
- (1) The Parties agree to review the PEMP elements (measurement basis and performance measures/targets) contained in Appendix E annually and to modify them upon the agreement of the Parties; provided, however, that if the Parties cannot reach agreement on all the measurement basis and/or performance measures/targets for the next period, the Contracting Officer shall have the unilateral right to establish reasonable new measurement basis and/or performance measures/targets and/or to modify and/or delete existing measurement basis and/or performance measures/targets of performance. It is expected that the measurement basis and performance measures/targets for objectives will be modified by the Contractor and the DOE as new areas of emphasis or priorities emerge which the Parties may

agree warrant recognition in the performance-based integrated management approach.

- (2) Failure to include an objective or performance measure/target in the Contract Appendix E does not eliminate the Contractor's obligation to comply with all applicable terms and conditions as set forth elsewhere within the Contract.
- (3) In the event the Contracting Officer or HCA decides to exercise the rights set forth in paragraphs (a)(6) or (b)(1) above, he/she will notify the Contractor, in writing, of the intended decision ten days prior to issuance.
(End of Clause)

H-20 Performance Based Management and Oversight

- (a) Performance-based management shall be the key enabling mechanism for establishing the DOE-Contractor expectations on oversight and accountability. DOE expectations (outside of individual program performance and requirements of laws and regulations) and performance targets shall be established through the Performance Evaluation and Measurement Plan (PEMP) pursuant to the clause entitled "Standards of Contractor Performance Evaluation". This PEMP shall establish the expected strategic results in the areas of science and technology, stewardship, and management/operations excellence. The measurement basis for the science and technology performance goals shall be established by each major customer of the Laboratory, and customer evaluation will be the primary means of evaluating science and technology performance. The performance measures/targets for the management/operational goals shall be established by agreement with DOE. Contractor self-assessment, third party certification, and Contractor and DOE independent oversight, as appropriate, shall be the primary means for assessing management/operational performance. Routine DOE oversight of Contractor performance will be conducted at the systems level.
- (b) The performance-based management system shall be the primary vehicle for addressing issues associated with performance expectations. In the event of a substantive performance shortfall in any area, the appropriate improvement expectations and measures/targets will be incorporated into the PEMP and tracked through self-assessment and independent oversight, as appropriate.
- (c) Compliance with applicable Federal, State and local laws and regulations, and permits and licenses, shall be primarily determined by the cognizant regulatory agency and DOE will primarily rely upon the determination of the external regulators in assessing Contract compliance. DOE oversight will be achieved through periodic assessments at the management system level, including review of Contractor self-assessments and assessments by independent third parties.

(End of Clause)

H-34 Electronic Subcontracting Reporting System

The requirement for the submittal of paper versions of the Standard Form (SF) 294, Subcontracting Reports for Individual Contracts, and SF 295, Summary Subcontract Reports, as provided in FAR 52.219-9(j) is hereby deleted and is replaced with the electronic submittal of data under the Electronic Subcontract Reporting System (eSRS).

The offeror's subcontracting plan shall include assurances that the offeror will (1) submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS and (2) ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

The contractor or subcontractor shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702.

(End of Clause)

H-35 Joint Global Climate Change Research Institute

The Department of Energy Order 350.2A, "Use of Management and Operating or Other Facility Management Contractor Employees for Services to DOE in the Washington, D.C., Area", is not applicable to PNNL employees whose permanent duty station is at the Joint Global Climate Change Research Institute in College Park, Maryland, provided that those employees are performing or supporting research and development work.

However, if at any time any of those employees are assigned to a position to provide technical expertise and/or experience in support of program missions, the Contractor must meet all of the applicable requirements of DOE O 350.2A for those employees.

(End of Clause)

I-11 52.209-6 -- Protecting the Governments Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Jan 2005)

(a) The Government suspends or debars Contractors to protect the Government's interests. The Contractor shall not enter into any subcontract in excess of \$25,000 with a Contractor that is debarred, suspended, or proposed for debarment unless there is a compelling reason to do so.

(b) The Contractor shall require each proposed first-tier subcontractor, whose subcontract will exceed \$25,000, to disclose to the Contractor, in writing, whether as of the time of award of the subcontract, the subcontractor, or its principals, is or is not debarred, suspended, or proposed for debarment by the Federal Government.

(c) A corporate officer or a designee of the Contractor shall notify the Contracting Officer, in writing, before entering into a subcontract with a party that is debarred, suspended, or proposed for debarment (see FAR 9.404 for information on the Excluded Parties List System). The notice must include the following:

- (1) The name of the subcontractor.
- (2) The Contractor's knowledge of the reasons for the subcontractor being in the Excluded Parties List System.
- (3) The compelling reason(s) for doing business with the subcontractor notwithstanding its inclusion in the Excluded Parties List System.
- (4) The systems and procedures the Contractor has established to ensure that it is fully protecting the Government's interests when dealing with such subcontractor in view of the specific basis for the party's debarment, suspension, or proposed debarment.

(End of Clause)

I-36 52.225-13 –Restrictions on Certain Foreign Purchases (Mar 2005)

(a) Except as authorized by the Office of Foreign Assets Control (OFAC) in the Department of the Treasury, the Contractor shall not acquire, for use in the performance of this contract, any supplies or services if any proclamation, Executive order, or statute administered by OFAC, or if OFAC's implementing regulations at 31 CFR chapter V, would prohibit such a transaction by a person subject to the jurisdiction of the United States.

(b) Except as authorized by OFAC, most transactions involving Cuba, Iran, Libya, and Sudan are prohibited, as are most imports from North Korea, into the United States or its outlying areas. Lists of entities and individuals subject to economic sanctions are included in OFAC's List of Specially Designated Nationals and Blocked Persons at <http://www.epls.arnet.gov/News.html>. More information about these restrictions, as well as updates, is available in the OFAC's regulations at 31 CFR chapter V and/or on OFAC's website at <http://www.treas.gov/ofac>.

(c) The Contractor shall insert this clause, including this paragraph (c), in all subcontracts.

(End of clause)

I-42 52.233-1 – Disputes (July 2002) Alternate I (Dec 1991)

(a) This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved under this clause.

(c) "Claim," as used in this clause, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. However, a written demand or written assertion by the Contractor seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim under the Act. The submission may be converted to a claim under the Act, by complying with the submission and certification requirements of this clause, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.

(d)

(1) A claim by the Contractor shall be made in writing and, unless otherwise stated in this contract, submitted within 6 years after accrual of the claim to the Contracting Officer for a written decision. A claim by the Government against the Contractor shall be subject to a written decision by the Contracting Officer.

(2)

(i) The contractor shall provide the certification specified in paragraph (d)(2)(iii) of this clause when submitting any claim exceeding \$100,000.

(ii) The certification requirement does not apply to issues in controversy that have not been submitted as all or part of a claim.

(iii) The certification shall state as follows: "I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable; and that I am duly authorized to certify the claim on behalf of the Contractor."

(3) The certification may be executed by any person duly authorized to bind the Contractor with respect to the claim.

(e) For Contractor claims of \$100,000 or less, the Contracting Officer must, if requested in writing by the Contractor, render a decision within 60 days of the request. For

Contractor-certified claims over \$100,000, the Contracting Officer must, within 60 days, decide the claim or notify the Contractor of the date by which the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) If the claim by the Contractor is submitted to the Contracting Officer or a claim by the Government is presented to the Contractor, the parties, by mutual consent, may agree to use alternative dispute resolution (ADR). If the Contractor refuses an offer for ADR, the Contractor shall inform the Contracting Officer, in writing, of the Contractor's specific reasons for rejecting the offer.

(h) The Government shall pay interest on the amount found due and unpaid from

(1) the date that the Contracting Officer receives the claim (certified, if required);
or

(2) the date that payment otherwise would be due, if that date is later, until the date of payment.

With regard to claims having defective certifications, as defined in FAR 33.201, interest shall be paid from the date that the Contracting Officer initially receives the claim. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the Contracting Officer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim.

(i) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the contract, and comply with any decision of the Contracting Officer.

(End of Clause)

I-54 52.249-6 Termination (Cost-Reimbursement) (May 2004) (Modified by DEAR 970.4905-1 (Dec 2000))

- (a) The Government may terminate performance of work under this contract in whole or, from time to time, in part, if --
 - (1) The Contracting Officer determines that a termination is in the Government's interest; or
 - (2) The Contractor defaults in performing this contract and fails to cure the default within 10 days (unless extended by the Contracting Officer) after receiving a notice specifying the default. "Default" includes failure to make progress in the work so as to endanger performance.
- (b) The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying whether termination is for default of the Contractor or for convenience of the Government, the extent of termination, and the effective date. If, after termination for default, it is determined that the Contractor was not in default or that the Contractor's failure to perform or to make progress in performance is due to causes beyond the control and without the fault or negligence of the Contractor as set forth in the Excusable Delays clause, the rights and obligations of the parties will be the same as if the termination was for the convenience of the Government.
- (c) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause), except as necessary to complete the continued portion of the contract.
 - (3) Terminate all subcontracts to the extent they relate to the work terminated.
 - (4) Assign to the Government, as directed by the Contracting Officer, all right, title, and interest of the Contractor under the subcontracts terminated, in which case the Government shall have the right to settle or to pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement

proposals arising from the termination of subcontracts, the cost of which would be reimbursable in whole or in part, under this contract; approval or ratification will be final for purposes of this clause.

(6) Transfer title (if not already transferred) and, as directed by the Contracting Officer, deliver to the Government --

(i) The fabricated or unfabricated parts, work in process, completed work, supplies, and other material produced or acquired for the work terminated;

(ii) The completed or partially completed plans, drawings, information, and other property that, if the contract had been completed, would be required to be furnished to the Government; and

(iii) The jigs, dies, fixtures, and other special tools and tooling acquired or manufactured for this contract, the cost of which the Contractor has been or will be reimbursed under this contract.

(7) Complete performance of the work not terminated.

(8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the Government has or may acquire an interest.

(9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (c)(6) of this clause; provided, however, that the Contractor

(i) is not required to extend credit to any purchaser and

(ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer.

The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the Government under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.

(d) The Contractor shall submit complete termination inventory schedules no later than 120 days from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 120-day period.

- (e) After expiration of the plant clearance period as defined in Subpart 49.001 of the Federal Acquisition Regulation, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality, of termination inventory not previously disposed of, excluding items authorized for disposition by the Contracting Officer. The Contractor may request the Government to remove those items or enter into an agreement for their storage. Within 15 days, the Government will accept the items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within 45 days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (f) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than 1 year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this 1-year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be received and acted on after 1 year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due the Contractor because of the termination and shall pay the amount determined.
- (g) Subject to paragraph (f) of this clause, the Contractor and the Contracting Officer may agree on the whole or any part of the amount to be paid (including an allowance for fee) because of the termination. The contract shall be amended, and the Contractor paid the agreed amount.
- (h) If the Contractor and the Contracting Officer fail to agree in whole or in part on the amount of costs and/or fee to be paid because of the termination of work, the Contracting Officer shall determine, on the basis of information available, the amount, if any, due the Contractor, and shall pay that amount, which shall include the following:
 - (1) All costs reimbursable under this contract, not previously paid, for the performance of this contract before the effective date of the termination, and those costs that may continue for a reasonable time with the approval of or as directed by the Contracting Officer; however, the Contractor shall discontinue those costs as rapidly as practicable.
 - (2) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (h)(1) of this clause.
 - (3) The reasonable costs of settlement of the work terminated, including --

(i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;

(ii) The termination and settlement of subcontracts (excluding the amounts of such settlements); and

(iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory. If the termination is for default, no amounts for the preparation of the Contractor's termination settlement proposal may be included.

(4) A portion of the fee payable under the contract, determined as follows:

(i) If the contract is terminated for the convenience of the Government, the settlement shall include a percentage of the fee equal to the percentage of completion of work contemplated under the contract, but excluding subcontract effort included in subcontractors' termination proposals, less previous payments for fee.

(ii) If the contract is terminated for default, the total fee payable shall be such proportionate part of the fee as the total number of articles (or amount of services) delivered to and accepted by the Government is to the total number of articles (or amount of services) of a like kind required by the contract.

(5) If the settlement includes only fee, it will be determined under subparagraph (h)(4) of this clause.

(i) The cost principles and procedures in Part 31 of the Federal Acquisition Regulation as supplemented in subpart 970.31 of the Department of Energy Acquisition Regulation, in effect on the date of this contract, shall govern all costs claimed, agreed to, or determined under this clause.

(j) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraph (f), (h), or (l) of this clause, except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (f) and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (f), (h) or (l) of this clause, the Government shall pay the Contractor --

(1) The amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken; or

(2) The amount finally determined on an appeal.

(k) In arriving at the amount due the Contractor under this clause, there shall be deducted --

(1) All unliquidated advance or other payments to the Contractor, under the terminated portion of this contract;

(2) Any claim which the Government has against the Contractor under this contract; and

(3) The agreed price for, or the proceeds of sale of materials, supplies, or other things acquired by the Contractor or sold under this clause and not recovered by or credited to the Government.

(l) The Contractor and Contracting Officer must agree to any equitable adjustment in fee for the continued portion of the contract when there is a partial termination. The Contracting Officer shall amend the contract to reflect the agreement.

(m)

(1) The Government may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor will be entitled.

(2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the Government upon demand, together with interest computed at the rate established by the Secretary of the Treasury under 50 U.S.C. App. 1215(b)(2). Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

(n) The provisions of this clause relating to fee are inapplicable if this contract does not include a fee.

(End of Clause)

I-74A DEAR 952.250-70 Nuclear Hazards Indemnity Agreement (Oct 2005) (AL 2005-15)

- (a) *Authority.* This clause is incorporated into this contract pursuant to the authority contained in subsection 170d. of the Atomic Energy Act of 1954, as amended (hereinafter called the Act.)
- (b) *Definitions.* The definitions set out in the Act shall apply to this clause.
- (c) *Financial protection.* Except as hereafter permitted or required in writing by DOE, the contractor will not be required to provide or maintain, and will not provide or maintain at Government expense, any form of financial protection to cover public liability, as described in paragraph (d)(2) below. DOE may, however, at any time require in writing that the contractor provide and maintain financial protection of such a type and in such amount as DOE shall determine to be appropriate to cover such public liability, provided that the costs of such financial protection are reimbursed to the contractor by DOE.
- (d) (1) *Indemnification.* To the extent that the contractor and other persons indemnified are not compensated by any financial protection permitted or required by DOE, DOE will indemnify the contractor and other persons indemnified against (i) claims for public liability as described in subparagraph (d)(2) of this clause; and (ii) such legal costs of the contractor and other persons indemnified as are approved by DOE, provided that DOE's liability, including such legal costs, shall not exceed the amount set forth in section 170d. of the Act, as that amount may be increased in accordance with section 170t., in the aggregate for each nuclear incident or precautionary evacuation occurring within the United States or \$500 million in the aggregate for each nuclear incident occurring outside the United States, irrespective of the number of persons indemnified in connection with this contract.

(2) The public liability referred to in subparagraph (d)(1) of this clause is public liability as defined in the Act which (i) arises out of or in connection with the activities under this contract, including transportation; and (ii) arises out of or results from a nuclear incident or precautionary evacuation, as those terms are defined in the Act.
- (e) (1) *Waiver of Defenses.* In the event of a nuclear incident, as defined in the Act, arising out of nuclear waste activities, as defined in the Act, the contractor, on behalf of itself and other persons indemnified, agrees to waive any issue or defense as to charitable or governmental immunity.

(2) In the event of an extraordinary nuclear occurrence which:

(i) Arises out of, results from, or occurs in the course of the construction, possession, or operation of a production or utilization facility; or

(ii) Arises out of, results from, or occurs in the course of transportation of source material, by-product material, or special nuclear material to or from a production or utilization facility; or

(iii) Arises out of or results from the possession, operation, or use by the contractor or a subcontractor of a device utilizing special nuclear material or by-product material, during the course of the contract activity; or

(iv) Arises out of, results from, or occurs in the course of nuclear waste activities, the contractor, on behalf of itself and other persons indemnified, agrees to waive:

(A) Any issue or defense as to the conduct of the claimant (including the conduct of persons through whom the claimant derives its cause of action) or fault of persons indemnified, including, but not limited to:

1. Negligence;

2. Contributory negligence;

3. Assumption of risk; or

4. Unforeseeable intervening causes, whether involving the conduct of a third person or an act of God;

(B) Any issue or defense as to charitable or governmental immunity; and

(C) Any issue or defense based on any statute of limitations, if suit is instituted within 3 years from the date on which the claimant first knew, or reasonably could have known, of his injury or change and the cause thereof. The waiver of any such issue or defense shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action. The waiver shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified.

(v) The term *extraordinary nuclear occurrence* means an event which DOE has determined to be an extraordinary nuclear occurrence as defined in the Act. A determination of whether or not there has been an

extraordinary nuclear occurrence will be made in accordance with the procedures in 10 CFR part 840.

(vi) For the purposes of that determination, "offsite" as that term is used in 10 CFR part 840 means away from "the contract location" which phrase means any DOE facility, installation, or site at which contractual activity under this contract is being carried on, and any contractor-owned or controlled facility, installation, or site at which the contractor is engaged in the performance of contractual activity under this contract.

(3) The waivers set forth above:

(i) Shall be effective regardless of whether such issue or defense may otherwise be deemed jurisdictional or relating to an element in the cause of action;

(ii) Shall be judicially enforceable in accordance with its terms by the claimant against the person indemnified;

(iii) Shall not preclude a defense based upon a failure to take reasonable steps to mitigate damages;

(iv) Shall not apply to injury or damage to a claimant or to a claimant's property which is intentionally sustained by the claimant or which results from a nuclear incident intentionally and wrongfully caused by the claimant;

(v) Shall not apply to injury to a claimant who is employed at the site of and in connection with the activity where the extraordinary nuclear occurrence takes place, if benefits therefore are either payable or required to be provided under any workmen's compensation or occupational disease law;

(vi) Shall not apply to any claim resulting from a nuclear incident occurring outside the United States;

(vii) Shall be effective only with respect to those obligations set forth in this clause and in insurance policies, contracts or other proof of financial protection; and

(viii) Shall not apply to, or prejudice the prosecution or defense of, any claim or portion of claim which is not within the protection afforded under (A) the limit of liability provisions under subsection 170e. of the Act, and (B) the terms of this agreement and the terms of insurance policies, contracts, or other proof of financial protection.

- (f) *Notification and litigation of claims.* The contractor shall give immediate written notice to DOE of any known action or claim filed or made against the contractor or other person indemnified for public liability as defined in paragraph (d)(2). Except as otherwise directed by DOE, the contractor shall furnish promptly to DOE, copies of all pertinent papers received by the contractor or filed with respect to such actions or claims. DOE shall have the right to, and may collaborate with, the contractor and any other person indemnified in the settlement or defense of any action or claim and shall have the right to (1) require the prior approval of DOE for the payment of any claim that DOE may be required to indemnify hereunder; and (2) appear through the Attorney General on behalf of the contractor or other person indemnified in any action brought upon any claim that DOE may be required to indemnify hereunder, take charge of such action, and settle or defend any such action. If the settlement or defense of any such action or claim is undertaken by DOE, the contractor or other person indemnified shall furnish all reasonable assistance in effecting a settlement or asserting a defense.
- (g) *Continuity of DOE obligations.* The obligations of DOE under this clause shall not be affected by any failure on the part of the contractor to fulfill its obligation under this contract and shall be unaffected by the death, disability, or termination of existence of the contractor, or by the completion, termination or expiration of this contract.
- (h) *Effect of other clauses.* The provisions of this clause shall not be limited in any way by, and shall be interpreted without reference to, any other clause of this contract, including the clause entitled Contract Disputes, provided, however, that this clause shall be subject to the clauses entitled Covenant Against Contingent Fees, and Accounts, records, and inspection, and any provisions that are later added to this contract as required by applicable Federal law, including statutes, executive orders and regulations, to be included in Nuclear Hazards Indemnity Agreements.
- (i) *Civil penalties.* The contractor and its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to civil penalties, pursuant to section 234A of the Act, for violations of applicable DOE nuclear-safety related rules, regulations, or orders. If the contractor is a not-for-profit contractor, as defined by section 234Ad.(2), the total amount of civil penalties paid shall not exceed the total amount of fees paid within any 1-year period (as determined by the Secretary) under this contract.
- (j) *Criminal penalties.* Any individual director, officer, or employee of the contractor or of its subcontractors and suppliers who are indemnified under the provisions of this clause are subject to criminal penalties, pursuant to section 223(c) of the Act, for knowing and willful violation of the Atomic Energy Act of 1954, as amended, and applicable DOE nuclear safety-related rules, regulations or orders which violation results in, or, if undetected, would have resulted in a nuclear incident.

- (k) *Inclusion in subcontracts.* The contractor shall insert this clause in any subcontract which may involve the risk of public liability, as that term is defined in the Act and further described in paragraph (d)(2) above. However, this clause shall not be included in subcontracts in which the subcontractor is subject to Nuclear Regulatory Commission (NRC) financial protection requirements under section 170b. of the Act or NRC agreements of indemnification under section 170c. or k. of the Act for the activities under the subcontract.
- (l) *Effective Date.* This contract was in effect prior to August 8, 2005 and contains the clause at DEAR 952.250-70 (JUNE 1996) or prior version. The indemnity of paragraph (d)(1) is limited to the indemnity provided by the Price-Anderson Amendments Act of 1988 for any nuclear incident to which the indemnity applies that occurred before August 8, 2005. The indemnity of paragraph (d)(1) of this clause applies to any nuclear incident that occurred on or after August 8, 2005. The Contractor's liability for violations of the Atomic Energy Act of 1954 under this contract is that in effect prior to August 8, 2005.

(End of Clause)

I-84A 970.5217-1 Work for Others Program (Non-DOE Funded Work) (Jan 2005)

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

- (7) Must perform all Work for Others projects in accordance with the standards, policies, and procedures that apply to performance under this contract, including but not limited to environmental, safety and health, security, safeguards and classification procedures, and human and animal research regulations;
 - (8) May subcontract portion(s) of a Work for Others project; however, the Contractor must select the subcontractor and the work to be subcontracted. Any subcontracted work must be in direct support of the DOE contractor's performance as defined in the DOE approved work for others proposal package; and,
 - (9) Must maintain a summary listing of project information for each active Work for Others project, consisting of:
 - (i) Sponsoring agency;
 - (ii) Total estimated costs;
 - (iii) Project title and description;
 - (iv) Project point of contact; and,
 - (v) Estimated start and completion dates.
- (d) Negotiation and Execution of Work for Others Agreement.
- (1) When delegated authority by the Contracting Officer, the Contractor may negotiate the terms and conditions that will govern the performance of a specific Work for Others project. Such terms and conditions must be consistent with the terms, conditions, and requirements of the Contractor's contract with DOE. The Contractor may use DOE-approved contract terms and conditions as delineated in DOE Manual 481.1-1A or terms and conditions previously approved by the responsible Contracting Officer or authorized designee for agreements with non-Federal entities. The Contractor must not hold itself out as representing DOE when negotiating the proposed Work for Others agreement.
 - (2) The Contractor must submit all Work for Others agreements to the DOE Contracting Officer for DOE review and approval. The Contractor may not execute any proposed agreement until it has received notice of DOE approval.
- (e) Preparation of Project Proposals. When the Contractor proposes to perform Work for Others activities pursuant to this clause, it may assist the project sponsor in the

preparation of project proposal packages including the preparation of cost estimates.

- (f) Work for Others Appraisals. DOE may conduct periodic appraisals of the Contractor's compliance with its Work for Others Program policies, practices and procedures. The Contractor must provide facilities and other support in conjunction with such appraisals as directed by the Contracting Officer or authorized designee.
- (g) Annual Work for Others Report. The Contractor must provide assistance as required by the Contracting Officer or authorized designee in the preparation of a DOE Annual Summary Report of Work for Others Activities under the contract.

(End of Clause)

DE-AC05-76RL01830
Modification M432

**Part III – List of Documents,
Exhibits, And Other Attachments**

Section J

Appendix C

Subcontracting Plan for Socioeconomic Programs

**Pacific Northwest National Laboratory
Subcontracting Plan**

Socioeconomic Programs

Battelle's policy pledges a strong commitment to involving small and socioeconomically disadvantaged business concerns in the operation of the Pacific Northwest National Laboratory. Battelle supports the socioeconomic objectives of the U.S. Government and recognizes that diversity in subcontracting provides a vital link to the local community, strengthens the economy, and represents best business practices.

In keeping with the above policy, Battelle and the U.S. Department of Energy (DOE) have established the following Subcontracting Plan (this Plan). This Plan shall remain in effect from October 1, 2002, for the entire Contract period associated with this Contract extension. However, annual goals shall be negotiated and established by written agreement between the Contracting Officer and Battelle and shall be incorporated into this Plan by letter and will not require a Contract modification.

I. Goals

- A. Based on an estimated average annual fiscal year budget of \$710,000,000, and an adjusted procurement volume of \$260,000,000, Battelle's goals for Fiscal Year 2006 are to –
 - 1. Award 50.0 percent to Small Business concerns, estimated at \$130,000,000
 - 2. Award 8.0 percent to Small Disadvantaged Business concerns, estimated at \$20,800,000
 - 3. Award 7.0 percent to Women-Owned Small Business concerns, estimated at \$18,200,000
 - 4. Award 3.0 percent to HUBZone Small Business concerns, estimated at \$7,800,000
 - 5. Award 1.5 percent to Veteran-Owned Small Business concerns, estimated at \$3,900,000
 - 6. Award 1.5 percent to Service-Disabled Veteran-Owned Small Business concerns, estimated at \$3,900,000.
- B. Goals must be realistic to present the proper challenge to staff who are ultimately responsible for goal achievement. The percentage goals in A. above, based on past performance and future projections, will present such a challenge.
- C. These goals are accumulated based on subcontracts and purchase orders placed and do not include other indirect costs. They will include all dollars awarded under Contract DE-AC05-76RL01830 with the exception of those dollars awarded to Battelle Inter-laboratory Authorizations and firms outside the U.S.A.

D. The principal products and services to be obtained in support of this Plan are those generally associated with an extremely diverse research and development environment. The business concerns in this Plan will generally supply a major portion of the goods and services listed in Table A.

TABLE A

Subcontracted Effort	SB	SDB	WOS B	HZ	SDV
Electrical material and supplies	x	x	x	x	x
Pumps, gauges and valves	x	x	x	x	x
Computer equipment and supplies	x	x	x	x	x
Tooling	x	x	x	x	x
Aluminum and other metals	x	x	x	x	x
Laboratory supplies	x	x	x	x	x
Reproduction supplies	x	x	x	x	x
Office equipment and supplies	x	x	x	x	x
Chemicals	x	x	x	x	x
Tools of all types	x	x	x	x	x
Electrical equipment and parts	x	x	x	x	x
Construction services and materials	x	x	x	x	x
Custodial equipment and supplies	x	x	x	x	x
Welding equipment and supplies	x	x	x	x	x
Fuels and lubricants	x	x	x	x	x
Plastic products	x	x	x	x	x
Industrial hardware					
Technical support					

II. Battelle Subcontracting Plan Administrator

Battelle's Small Business Liaison, Andrea Melius, is responsible to the Manager of Acquisition Services and will administer this Subcontracting Plan. Any change in the name of the Small Business Liaison will be communicated without delay to the Contracting Officer. Responsibilities of the Small Business Liaison include:

- Serve as Battelle's interface with small and socioeconomically-disadvantaged businesses.
- Maintain business directories from regional minority purchasing councils and other sources to expand and keep current listings of small and socioeconomically-disadvantaged businesses.

- Participate as Battelle representative in small business trade fairs, specifically directed toward offering opportunities for participants to do business with Battelle.
- Attend DOE-sponsored Small Business Program Manager Meetings and participate in the annual DOE Small Business Conference.
- Participate in trade associations, business development organizations, and conferences to locate and identify small and socioeconomically-disadvantaged business sources.
- Counsel and discuss subcontracting opportunities with potential small and socioeconomically-disadvantaged business firms and arrange appropriate assistance to these firms as required and practicable.
- Provide statistics to Battelle management on progress toward established goals and recognition of significant Contract Specialist performance in this area.
- Hold periodic training and other meetings with the appropriate acquisition staff on the Socioeconomic Programs.
- Conduct periodic meetings and otherwise communicate with Battelle organizational components covering Battelle's Socioeconomic Programs.
- Support Small Business Administration (SBA) activities as requested.

III. Administration of Battelle's Subcontracting Plan

Battelle staff is committed to offering a fair and equitable opportunity for small and socioeconomically disadvantaged business concerns, to compete for the goods and services required to support our ongoing research.

Battelle responds either verbally or in writing to each request received from firms that desire an opportunity to compete for purchase order/subcontract business.

A computerized listing of small and socioeconomically-disadvantaged business concerns is maintained by the Small Business Liaison.

The Small Business Liaison may participate in the screening of purchase requisitions and may add suggested small and socioeconomically-disadvantaged businesses as potential sources for Contracts Specialist consideration.

Staff members are encouraged to use the *Pro-Net* and database established and maintained by the SBA for locating small and socioeconomically-disadvantaged businesses.

Staff will post all written solicitations on PNNL's website to maximize exposure to small and socioeconomically-disadvantaged businesses.

When appropriate, procurements may be synopsisized in the Federal Business Opportunities (FedBizOpps) in an effort to locate additional qualified small and socioeconomically-disadvantaged business concerns for participation.

IV. Flow-Down Requirements to Battelle's Subcontractors

Each purchase order/subcontract action \$100,000 and above placed in furtherance of Prime Contract DE-AC05-76RLO1830 will include the clause: "Utilization of Small Business Concerns."

Lower-Tier Subcontracting Plans from large business concerns are each reviewed and approved by Battelle's Small Business Liaison. Contact is established with the Lower-Tier Subcontractors Plan Administrator to offer assistance in identifying potential small and socioeconomically-disadvantaged sources and establish semi-annual reporting requirements.

Battelle's Procurement Policies Manual contains instructions to staff to include in all solicitations for negotiated procurements amounting to \$500,000, or more, and which will offer subcontracting opportunities, the requirement to develop and adopt a Small Business Subcontracting Plan as required by Battelle's operating contract.

V. Periodic Reporting and Cooperating with DOE and SBA

Battelle will submit such periodic reports, as may be required by DOE or the SBA, in order to determine the extent of compliance with this Subcontracting Plan.

Battelle will cooperate in any studies or surveys conducted by DOE or SBA, by furnishing requested available statistical data.

Battelle will submit the Individual Subcontracting Reports and Summary Subcontracting Reports under the eSRS, and ensure that its subcontractors agree to submit Individual Subcontracting Reports and Summary Subcontracting Reports at all tiers, in eSRS.

Battelle or subcontractors shall provide such information that will allow applicable lower tier subcontractors to fully comply with the statutory requirements of FAR 19.702.

VI. Maintaining Records

Computerized reports are used to track progress toward achievement of goals. These reports are used to prepare monthly and quarterly reports (more frequent if requested) summarizing activity and progress related to compliance with the Subcontracting Plan.

In support of this Plan, Battelle will maintain the following records:

- Source lists (*e.g.*, PRO-Net and SUB-Net), guides and other data that identify small and socioeconomically-disadvantaged business concerns
- Organizations contacted to locate small and socioeconomically-disadvantaged business concerns.
- Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating whether small and socioeconomically-disadvantaged businesses were solicited and, if not, why not, and, if applicable, the reason award was not made to a small business concern.

- Records of any outreach efforts and contacts with trade associations, business development organizations, and conferences and trade fairs to locate small and socioeconomically-disadvantaged sources.
- Records of internal guidance and encouragement provided to buyers through (1) workshops, seminars, training, etc., and (2) monitoring performance to evaluate compliance with the program's requirements.
- On a contract-by-contract basis, records to support award data submitted by the offeror to Battelle, including the name, address, and business size of each subcontractor.

Contract Number: DE-AC05-76RL01830
Modification M432

**PART III – List of Documents,
Exhibits, and Other Attachments**

Section J

Appendix D

List of Applicable DOE Directives & External Requirements

SECTION J
APPENDIX D
LIST OF APPLICABLE DOE DIRECTIVES & EXTERNAL REQUIREMENTS

DOE DIRECTIVES	
DIRECTIVE NO.	DIRECTIVE TITLE
CRD O 110.3	CONFERENCE MANAGEMENT
CRD O 130.1	BUDGET FORMULATION
CRD M 140.1-1B	INTERFACE WITH THE DEFENSE NUCLEAR FACILITIES SAFETY BOARD
CRD O 142.1	CLASSIFIED VISITS INVOLVING FOREIGN NATIONAL
CRD O 142.3	UNCLASSIFIED FOREIGN VISITS AND ASSIGNMENTS
CRD O 200.1	INFORMATION MANAGEMENT PROGRAM
DOE M 200.1-1	TELECOMMUNICATIONS SECURITY MANUAL
CRD O 205.1	DEPARTMENT OF ENERGY CYBER SECURITY MANAGEMENT PROGRAM
CRD M 205.1-1	INCIDENT PREVENTION, WARNING, AND RESPONSE (IPWAR) MANUAL
CRD M 205.1-2	CLEARING, SANITIZATION, AND DESTRUCTION OF INFORMATION SYSTEM STORAGE MEDIA, MEMORY DEVICES, AND RELATED HARDWARE MANUAL
CRD N 205.2	FOREIGN NATIONAL ACCESS TO DOE CYBER SYSTEMS
CRD N 205.3	PASSWORD GENERATION, PROTECTION, AND USE
CRD N 205.8	CYBER SECURITY REQUIREMENTS FOR WIRELESS DEVICES AND INFORMATION SYSTEMS
CRD N 205.9	CERTIFICATION AND ACCREDITATION PROCESS FOR INFORMATION SYSTEMS INCLUDING NATIONAL SECURITY SYSTEMS
CRD N 205.10	CYBER SECURITY REQUIREMENTS FOR RISK MANAGEMENT
CRD N 205.11	SECURITY REQUIREMENTS FOR REMOTE ACCESS TO DOE AND APPLICABLE CONTRACTOR INFORMATION TECHNOLOGY SYSTEMS
CRD N 206.3	PERSONAL IDENTITY VERIFICATION
CRD O 221.1	REPORTING FRAUD, WASTE, AND ABUSE TO THE OFFICE OF INSPECTOR GENERAL
CRD O 221.2	COOPERATION WITH THE OFFICE OF INSPECTOR GENERAL
CRD O 226.1	IMPLEMENTATION OF DEPARTMENT OF ENERGY OVERSIGHT POLICY
CRD M 231.1-2	OCCURRENCE REPORTING AND PROCESSING OF OPERATIONS INFORMATION
CRD O 241.1A, Chg 1	SCIENTIFIC AND TECHNICAL INFORMATION MANAGEMENT
CRD O 251.1A	DIRECTIVES SYSTEM
CRD O 252.1	TECHNICAL STANDARDS PROGRAM
CRD O 350.2A	USE OF MANAGEMENT AND OPERATING OR OTHER FACILITY MANAGEMENT CONTRACTOR EMPLOYEES FOR

DOE DIRECTIVES	
DIRECTIVE NO.	DIRECTIVE TITLE
	SERVICES TO DOE IN THE WASHINGTON, D.C., AREA
CRD O 412.1	WORK AUTHORIZATION SYSTEM
CRD O 413.1A	MANAGEMENT CONTROL PROGRAM
CRD O 413.2A	LABORATORY DIRECTED RESEARCH AND DEVELOPMENT
CRD O 414.1C	QUALITY ASSURANCE
CRD O 420.1A	FACILITY SAFETY (Section 4.2 only)
CRD O 420.2B	SAFETY OF ACCELERATOR FACILITIES
CRD O 430.1B	REAL PROPERTY ASSET MANAGEMENT
CRD O 435.1, Chg 1*	RADIOACTIVE WASTE MANAGEMENT
CRD O 440.1A	WORKER PROTECTION MANAGEMENT FOR DOE FEDERAL AND CONTRACTOR EMPLOYEES
CRD O 443.1	PROTECTION OF HUMAN SUBJECTS
CRD N 450.7	THE SAFE HANDLING, TRANSFER, AND RECEIPT OF BIOLOGICAL ETIOLOGIC AGENTS AT DEPARTMENT OF ENERGY FACILITIES
CRD M 452.4-1A	PROTECTION OF USE CONTROL VULNERABILITIES AND DESIGNS
CRD O 470.2B	INDEPENDENT OVERSIGHT AND PERFORMANCE ASSURANCE PROGRAM
DOE O 470.3	DESIGN BASIS THREAT POLICY
CRD O 470.4-1	SAFEGUARDS AND SECURITY PROGRAM PLANNING AND MANAGEMENT
CRD M 470.4-2	PHYSICAL PROTECTION
CRD M 470.4-3	PROTECTIVE FORCE
CRD M 470.4-4	INFORMATION SECURITY
CRD M 470.4-5	PERSONNEL SECURITY
CRD M 470.4-6	NUCLEAR MATERIAL CONTROL AND ACCOUNTABILITY
DOE M 471.1-1, Chg 1	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION MANUAL
CRD O 471.1A	IDENTIFICATION AND PROTECTION OF UNCLASSIFIED CONTROLLED NUCLEAR INFORMATION
CRD M 471.2-2	CLASSIFIED INFORMATION SYSTEMS SECURITY MANUAL
DOE M 471.2-3A	SPECIAL ACCESS PROGRAM POLICIES, RESPONSIBILITIES, AND PROCEDURES
CRD M 471.3-1**	MANUAL FOR IDENTIFYING AND PROTECTING OFFICIAL USE ONLY INFORMATION
CRD O 475.1	COUNTERINTELLIGENCE PROGRAM
CRD M 475.1-1A	IDENTIFYING CLASSIFIED INFORMATION
CRD N 481.1A	REIMBURSABLE WORK FOR DEPARTMENT OF HOMELAND SECURITY
CRD O 482.1	DOE FACILITIES TECHNOLOGY PARTNERING PROGRAMS
CRD O 483.1	DOE COOPERATIVE RESEARCH AND DEVELOPMENT AGREEMENTS

DOE DIRECTIVES	
DIRECTIVE NO.	DIRECTIVE TITLE
CRD O 522.1	PRICING OF DEPARTMENTAL MATERIALS AND SERVICES
CRD O 534.1B	ACCOUNTING
CRD O 551.1B	OFFICIAL FOREIGN TRAVEL
DOE O 1450.4	CONSENSUAL LISTENING-IN TO OR RECORDING TELEPHONE/ RADIO CONVERSATIONS
DOE O 5400.5, Chg 2	RADIATION PROTECTION OF THE PUBLIC AND THE ENVIRONMENT (Chapter 2, Sections 2 & 5, and Chapter 4)
DOE O 5610.2, Chg 1	CONTROL OF WEAPON DATA
DOE O 5639.8A	SECURITY OF FOREIGN INTELLIGENCE INFORMATION AND SENSITIVE COMPARTMENTED INFORMATION FACILITIES
DOE/RL-94-02	HANFORD EMERGENCY RESPONSE PLAN
PNL-MA-530	PNNL FLIGHT OPERATIONS MANUAL

- * The Contractor shall submit a plan to implement CRD O 435.1, Chg 1 "Radioactive Waste Management" no-later-than 30 calendar days after the effective date of the modification to extend the contract. The Contractor shall continue to comply with DOE O 5820.2A "Radioactive Waste Management" until implementation of CRD 435.1, Chg 1.
- ** The Contractor shall submit a plan to implement CRD M 471.3-1 "Manual for Identifying and Protecting Official Use Only Information" no-later-than 30 calendar days after the effective date of the modification to extend the contract.

HQ Program Office ¹	Letter Grade	Numerical Score	Weight	Weighted Score	Overall Score
Office of Science (SC) ²					
1.1 Impact			33%		
1.2 Leadership			20%		
1.3 Output			20%		
1.4 Delivery			27%		
Overall SC Total					
Office of Defense Nuclear Nonproliferation (DNN)					
1.1 Impact			25%		
1.2 Leadership			20%		
1.3 Output			30%		
1.4 Delivery			25%		
Overall DNN Total					
Department of Homeland Security (DHS)					
1.1 Impact			40%		
1.2 Leadership			30%		
1.3 Output			0%		
1.4 Delivery			30%		
Overall DHS Total					
Office of Environmental Management (EM)					
1.1 Impact			30%		
1.2 Leadership			30%		
1.3 Output			20%		
1.4 Delivery			20%		
Overall EM Total					
Office of Energy Efficiency and Renewable Energy (EERE)					
1.1 Impact			30%		
1.2 Leadership			30%		
1.3 Output			20%		
1.4 Delivery			20%		
Overall EERE Total					
Office of Fossil Energy (FE)					
1.1 Impact			30%		
1.2 Leadership			30%		
1.3 Output			20%		
1.4 Delivery			20%		
Overall FE Total					

¹ A complete listing of the S&T Goals and Objectives weightings for the SC Programs and other Lab Customers is provided within Attachment I to this plan. Goal and Objective weightings indicated for DNN, EM, EERE, FE, and CN, 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 PNSO. 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.

² Overall SC Objective weightings were determined based on the averaged SC Program Office weightings according to the percentage of BA for each. Weightings for each Program Office based upon FY 2005 Budget Authority figures, and are provided here for informational purposes only. 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.

- 4.1.4 Effective relationship with the local community, through open and honest communications with the ability to obtain feedback and public outreach through science education.

4.2 Provide for Responsive and Accountable Leadership throughout the Organization

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- Leadership's, to include Corporate Office Leadership's, ability to instill responsibility and accountability down and through the entire organization; and
- The effectiveness and efficiency of Leadership, to include Corporate Office Leadership, in identifying and/or responding to Laboratory issues or opportunities for continuous improvement.

The overall performance (outcomes/results) of the following set of performance measures/targets (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this Objective is 30%.

- 4.2.1 Laboratory and/or Corporate Leadership oversees the Laboratory's systems of controls for managing risks to performance outcomes while protecting government assets by 1) defining key success objectives and targets; 2) defining key risks and limits; and 3) approving a compelling laboratory strategy
- 4.2.2 Percent of external audits/review findings that were not previously identified through self-assessment or internal audit/oversight study.

4.3 Provide Efficient and Effective Corporate Office Support as Appropriate

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- Corporate Office involvement in and support of business and other infrastructure process and procedure improvements;
- The willingness to enter into and effectiveness of joint appointments when appropriate; and
- Where appropriate, the willingness to develop and work with the Department in implementing innovative financing agreements and/or provide private investments into the Laboratory.

The overall effectiveness/performance of the following set of performance measures/targets (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this Objective is 30%.

- 4.3.1 Demonstrated Corporate support in facilitating long term laboratory viability, as evidenced by: 1) joint appointments 2) timely staff support to address specific needs; and 3) provision of appropriate resources as required

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

The Contractor provides appropriate planning for, construction and management of Laboratory facilities and infrastructures required to efficiently and effectively carry out current and future S&T programs.

The weight of this Goal is 20%.

The Sustain Excellence in Operating, Maintaining, and Renewing the Facility and Infrastructure Portfolio to Meet Laboratory Needs Goal shall measure the overall effectiveness and performance of the Contractor in planning for, delivering, and operations of Laboratory facilities and equipment needed to ensure required capabilities are present to meet today's and tomorrow's complex challenges.

Each Objective within this Goal is to be assigned the appropriate numerical score by the evaluating office as described within Section I of this document. Each Objective has one or more performance measures/targets, the outcomes of which collectively assist the evaluating office in determining the Contractor's overall performance in meeting that Objective. Each of the performance measures/targets identifies significant tasks, activities, requirements, accomplishments, and/or milestones for which the outcomes/results of are important to the success of the corresponding Objective. Although other performance information available to the evaluating office from other sources may be used, the outcomes of performance measures/targets identified for each Objective shall be the primary means of determining the Contractor's success in meeting an Objective. The overall Goal score is computed by multiplying numerical scores earned by the weight of each Objective, and summing them (see Table 7.1 at the end of this section). The overall score earned is then compared to Table 7.2 to determine the overall Goal letter grade.

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

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- 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;
- The day-to-day management and utilization of space in the active portfolio;
- The maintenance and renewal of building systems, structures and components associated with the Laboratory's facility and land assets; and
- The management of energy use and conservation practices.

The overall performance (outcomes/results) of the following set of performance measures/targets (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this Objective is 40%.

- 7.1.1 Maintenance and Renewal – Maintenance and renewal of Office of Science facilities which maximizes the operational life of systems, structures, and components, as defined by Facilities Asset Condition Index (ACI) and Integrated Facility and Infrastructure (IFI) Crosscut Budget execution (DOE O 430.1B) with an expected ACI of <1 but >0.98 and IFI Crosscut Budget fully consistent with projection.
- 7.1.2 Energy Performance - Execution of the goals within the Energy Performance Management Agreement with an expected cumulative year end score of ≥ 14

- 7.1.3 Asset Utilization – Demonstrated effectiveness and efficiency in utilizing Office of Science space holdings as defined by Facilities Asset Utilization Index (AUI), DOE O 430.1B, and demonstrate effectiveness and efficiency in utilizing total space holdings as defined by the Laboratory Space Management Balanced Scorecard with an AUI of <1 but >0.98 with a PNSO-endorsed Laboratory Space Management Balanced Scorecard
- 7.1.4 Facility Reliability – Enabling the Laboratory mission through high facility reliability as defined by the Laboratory Facility Reliability Index with a total financial impact >\$10K <25K during the fiscal year because of unplanned maintenance outages as a result of omission or commission by F&O during the fiscal year.
- 7.1.5 Operational Performance – Effective management of facility operating boundaries, protecting staff, public and the environment, enabling mission execution, and preventing creation of unplanned future facility legacies or liabilities (e.g. start clean – stay clean tenants) as measured through the effective implementation of the Laboratory Facility Use Agreements for existing and future facilities with no more than 2 instances (annual cumulative) where operational boundary Lab policies is not followed

7.2 Provide Planning for and Acquire the Facilities and Infrastructure Required to support Future Laboratory Programs

In measuring the performance of this Objective the DOE evaluator(s) shall consider the following:

- Integration and alignment of the Ten Year Site Plan to the Laboratory's comprehensive strategic plan;
- The facility planning, forecasting, and acquisition for effective translation of business needs into comprehensive and integrated facility site plans;
- The effectiveness in producing quality site and facility planning documents as required;
- The involvement of relevant stakeholders in all appropriate aspects of facility planning and preparation of required documentation;
- Overall responsiveness to customer mission needs; and
- Efficiency in meeting Cost and Schedule Performance Index for construction projects (when appropriate).

The overall performance (outcomes/results) of the following set of performance measures/targets (tasks, activities, requirements, accomplishments, and/or milestones) shall be utilized by evaluators as the primary measure of the Contractor's success in meeting this Objective and for determining the numerical score awarded. The evaluation of this Objective may also consider other tasks, activities, requirements, accomplishments, and/or milestones not otherwise identified below but that provide evidence to the effectiveness/performance of the Contractor in meeting this Objective. The weight of this Objective is 60%.

- 7.2.1 Integration and alignment of the Ten Year Site Plan (TYSP) to Lab Business Plan and Process Enhancements – The process by which facility planning is achieved shall demonstrate integration and alignment with the Laboratory Business Plan/Strategic Plan and Mission Needs. In particular, the Integrated Planning and Facility Management Systems shall deliver and execute facility plans that are derived from and integrated with the Laboratory Business Plan Enhanced process for integration is described; integration is initiated as demonstrated by planning guidance derived from the Laboratory Business Plan used as input to the TYSP
- 7.2.2 Tactical Space Actions – Effectiveness (as defined by the delivery of the approved scope within budget and schedule requirements) in executing the FY06 tactical space actions as needed to meet mission objectives. 80% of the identified tactical actions are delivered on schedule and within budget
- 7.2.3 Non-CRL Construction Project Delivery (excludes TARF Construction, BSEL, CRL, 3rd Party and 3rd Party Growth) – Meets scope, schedule and cost performance indicators. (A cost/schedule performance index for the various types of projects including GPP/IGPP and significant customer funded projects and customer feedback on the adequacy of scope

II. DETERMINING THE CONTRACTOR'S PERFORMANCE IN MEETING MISSION STRETCH GOALS AND MISSION STRETCH GOAL INCENTIVE FEE EARNED

The DOE shall verify and validate Contractor's success in meeting the mission stretch goals based on the criteria outlined in Section III, Mission Stretch Goals, Objectives, & Performance Measures. The mission stretch goals shall be evaluated and incentive fee earned awarded independent of each other. Each of the mission stretch goals are comprised of an objective(s) and performance measures which will be utilized to determine the Contractor's overall success in meeting each mission stretch goal. In order to earn a value point for a performance measure, the Contractor must meet, to the satisfaction of the PNSO and the appropriate HQ program office, all of the components of the measure. For each measure that is fully met by the Contractor, the measure shall be awarded one (1) value point. Should a measure be only partially met, or not met at all, a value point of zero (0) shall be indicated for that measure. The overall objective rating will then be computed by multiplying the value points by the weight of each performance measure within an objective. These values are then added together to develop an overall score (percentage) for each objective. The score (percentage) for each objective within a mission stretch goal is computed in the same manner and is used to develop an overall score (percentage) for each mission stretch goal. A set of tables is provided at the end of each mission stretch goal section of this document to assist in the calculation of the measures, to objective score(s), to the overall mission stretch goal score. These scores (percentages) shall be indicated within Table A to calculate the overall mission stretch goal incentive fee earned by the Contractor.

Table A indicates the total available incentive fee for each of the mission stretch goals and will be utilized to indicate the amount earned for each:

Mission Stretch goal	Weight	Weight	Available Incentive Fee	Percentage Earned	Total Mission Stretch Goal Incentive Fee Earned
Office Of Science	75%		\$3,000,000		
Office Of Biological And Environmental Research (BER)		79%	\$2,370,000.00		
Office Of Basic Energy Science		14%	\$420,000.00		
Office Of Advanced Scientific Computing Research (ASCR)		7%	\$210,000.00		
Department of Homeland Security	25%		\$1,000,000		
Homeland Security Northwest Region		100%	\$1,000,000		
			Total Incentive Fee Earned		

Table A. Mission Stretch Goal Incentive Fee for the Contract Period

Furthermore, in order to earn any mission stretch goal fee, the Contractor must maintain an overall performance evaluation rating of "A-" or better within the Science and Technology Goals (or "Outstanding" rating per the previous rating system) for each year of the term of this contract, as determined by the Performance Evaluation and Measurement Plan, documented within Section J, Appendix E, of this contract. Should the Contractor not meet the above standards, the overall available mission stretch goal incentive fee for all current mission stretch goals shall be reduced by 25 percent for each year the standard is not met; provided however that, if the Contractor's overall grade for the Science and Technology Goals falls below "A-" (or "Outstanding" rating per the previous rating system) for any three performance periods the Contractor shall not be eligible to earn any mission stretch goal incentive fee.