

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 4
2. AMENDMENT/MODIFICATION NO. 0100	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 00603	7. ADMINISTERED BY (If other than Item 6) Office of River Protection U.S. Department of Energy Office of River Protection P.O. Box 450 Richland WA 99352	CODE 00603
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) ADVANCED TECHNOLOGIES AND LABORATORIES (ATL) Attn: JOU HWANG 555 QUINCE ORCHARD ROAD, SUITE 500 GAITHERSBURG MD 208781437		(x) 9A. AMENDMENT OF SOLICITATION NO.	9B. DATED (SEE ITEM 11)
CODE 827013467	FACILITY CODE	x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-10RV15051	10B. DATED (SEE ITEM 13) 11/20/2009
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)

13. THIS ITEM ONLY APPLIES TO MODIFICATION 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.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-2 Changes-Cost Reimbursement (AUG 1987) & additional authorities listed in continuation pages
	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 headings, including solicitation/contract subject matter where feasible.)

The purpose of this modification is to update Contract Sections B, G, and J. See Continuation Pages for further details.

Period of Performance: 01/03/2010 to 01/03/2015

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) Jou Hwang, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) SUSAN C. JOHNSON	
15B. CONTRACTOR/OFFEROR 	15C. DATE SIGNED 1/14/2014	16B. UNITED STATES OF AMERICA 	16C. DATE SIGNED 1/22/14
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

**14. Description of Amendment/Modification Continued:**

The following changes are hereby incorporated into the contract:

1. Update Section B.1, Type of Contract – Items Being Acquired, table for Total Estimated Contract Cost Table to correct the estimated cost of Contract Line Item (CLIN) 3 from \$12,846,805.51 to \$12,846,763.23; correct the Total from \$67,635,770.56 to \$67,635,728.28; and the TECC (Estimated Cost & Estimated Fee) from \$72,487,152.98 to \$72,487,110.70. Corrections are being made due to being recently discovered as errors made after modification 032 where these estimated costs were changed. The changes are as follows:

**FROM:**

TOTAL ESTIMATED CONTRACT COST			
CLIN Number	Description	Estimated Cost	Estimated Fee
1	Contract Transition	\$99,214.53	N/A
2	Analytical Services & Testing	\$23,862,646.20	\$1,730,762.28
3	Analytical Services & Testing	\$12,846,805.51	\$929,161.06
4	Analytical Services & Testing	\$13,324,325.55	\$961,635.30
5	Analytical Services & Testing	\$12,351,009.12	\$895,449.78
6	PRC ARRA Analytical Services & Testing	\$5,151,769.65	\$334,374.00
TOTAL		\$67,635,770.56	\$4,851,382.42
TECC (ESTIMATED COST & ESTIMATED FEE)		\$72,487,152.98	

**TO:**

TOTAL ESTIMATED CONTRACT COST			
CLIN Number	Description	Estimated Cost	Estimated Fee
1	Contract Transition	\$99,214.53	N/A
2	Analytical Services & Testing	\$23,862,646.20	\$1,730,762.28
3	Analytical Services & Testing	\$12,846,763.23	\$929,161.06
4	Analytical Services & Testing	\$13,324,325.55	\$961,635.30
5	Analytical Services & Testing	\$12,351,009.12	\$895,449.78
6	PRC ARRA Analytical Services & Testing	\$5,151,769.65	\$334,374.00
TOTAL		\$67,635,728.28	\$4,851,382.42
TECC (ESTIMATED COST & ESTIMATED FEE)		\$72,487,110.70	

2. Replace Section G, Contract Administration Data, Clause G.1, Correspondence Procedures (M008), Paragraph (d), Electronic Media for Reports/Plans/Documents in its entirety with the following:

All correspondence, deliverables, and reports to the DOE Richland Operations Office (DOE-RL) or DOE Office of River Protection (DOE-ORP) shall be transmitted through the use of the DOE automated records system, the Integrated Document Management System (IDMS).

3. Update Section J, Attachment 1, DOE Directives Applicable to the 222-S Lab, in accordance with DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000), to add DOE Manual (M) 142.2-1, Change 1, *Manual for Implementation of the Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency (6/27/2013)*. The change is as follows:

**FROM:**

DOE O 142.2A, CRD	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE M 142.2-1	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3 A	Unclassified Foreign Visits and Assignments Program

**TO:**

DOE O 142.2A, CRD	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE M 142.2-1, Change 1	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3 A	Unclassified Foreign Visits and Assignments Program

4. Update Section J, Attachment 1, DOE Directives Applicable to the 222-S Lab, in accordance with DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000), to add DOE Order (O) 142.2A, Change 1, CRD, *Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency (6/27/2013)*. The change is as follows:

**FROM:**

DOE O 142.1, CRD	Classified Visits Involving Foreign Nationals
DOE O 142.2A, CRD	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE M 142.2-1	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency

**TO:**

DOE O 142.1, CRD	Classified Visits Involving Foreign Nationals
DOE O 142.2A, Change 1, CRD	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE M 142.2-1	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency

- Update Section J, Attachment 1, DOE Directives Applicable to the 222-S Lab, in accordance with DEAR 970.5204-2 Laws, Regulations, and DOE Directives (DEC 2000), to add DOE O 426.2, Change 1, CRD, *Personnel Selection, Training, Qualification and Certification Requirements for DOE Nuclear Facilities (7/29/13)*. The change is as follows:

**FROM:**

DOE O 422.1, CRD	Conduct of Operations
DOE O 426.2, CRD	Personnel Selection, Training, Qualification and Certification Requirements for DOE Nuclear Facilities
DOE O 435.1, Change 1, CRD	Radioactive Waste Management

**TO:**

DOE O 422.1, CRD	Conduct of Operations
DOE O 426.2, Change 1, CRD	Personnel Selection, Training, Qualification and Certification Requirements for DOE Nuclear Facilities
DOE O 435.1, Change 1, CRD	Radioactive Waste Management

- Update Section J, Attachment 4, Washington Department of Labor Wage Determination, in accordance with Service Contract Act of 1965 (NOV 2007), to update the Wage Determination No. CBA-2012-5191 from Revision 0, dated 8/2/2012, to Revision 3, dated 11/11/2013.
- Update Section J, Attachment 4, Washington Department of Labor Wage Determination, in accordance with Service Contract Act of 1965 (NOV 2007), to add the Wage Determination No. 2005-2569, Revision 15, dated 6/19/2013.
- Update Section J, Attachment 7, Performance Evaluation and Measurement Plan, to add Revision 3, Evaluation Period 2014 for the period of January 1, 2014 – December 31, 2014.
- All other terms and conditions remain unchanged.

**Attachment**

**DE-AC27-10RV15051**

**MODIFICATION 100**

**Replacement Pages**

**(Total: 37, including this Cover Page)**

- Section B.1, Type of Contract - Items Being Acquired, Page B-i and B-1
- Section G.1(d), Electronic Media for Reports/Plans/Documents, Page G-1
- Section J, Attachment 1, DOE Directives Applicable to the 222-S Lab, Pages J-1 thru J-3
- Section J, Attachment 4, Washington Department of Labor Wage Determination, Pages J-7 thru J-16
- Section J, Attachment 7, Performance Evaluation and Measurement Plan, Pages J-101 thru J-121

**PART I – THE SCHEDULE**

**SECTION B – SUPPLIES OR SERVICES AND PRICES/COSTS**

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**SECTION B****SUPPLIES OR SERVICES AND PRICES/COSTS****B.1 TYPE OF CONTRACT – ITEMS BEING ACQUIRED**

This is a cost-plus-award-fee type contract for analytical services and testing at the 222-S Laboratory on the Hanford Site. The contractor shall furnish all personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the government) and otherwise do all things necessary for, or incident to, the performance of work as described in Section C, Performance Work Statement. The total performance period includes a ninety (90) day transition period, two-year base period, and three (3) 1-year option periods as shown below in the following individual Contract Line Items (CLINs):

TOTAL ESTIMATED CONTRACT COST			
CLIN Number	Description	Estimated Cost	Estimated Fee
1	Contract Transition	\$99,214.53	N/A
2	Analytical Services & Testing	\$23,862,646.20	\$1,730,762.28
3	Analytical Services & Testing	\$12,846,763.23	\$929,161.06
4	Analytical Services & Testing	\$13,324,325.55	\$961,635.30
5	Analytical Services & Testing	\$12,351,009.12	\$895,449.78
6	PRC ARRA Analytical Services & Testing	\$5,151,769.65	\$334,374.00
TOTAL		\$67,635,728.28	\$4,851,382.42
TECC (ESTIMATED COST & ESTIMATED FEE)		\$ 72,487,110.70	

TOTAL FUNDS OBLIGATED			
CLIN Number	Description	Estimated Cost	Funds Obligated
1	Contract Transition	\$99,214.53	\$99,214.53
2	Analytical Services & Testing	\$23,862,646.20	\$ 22,282,996.39
3	Analytical Services & Testing	\$12,846,805.51	\$12,969,651.69
4	Analytical Services & Testing	\$13,324,325.55	\$12,117,800.00
5	Analytical Services & Testing	\$12,351,009.12	\$0.00
6	PRC ARRA Analytical Services & Testing	\$5,151,769.65	\$5,211,754.60
TOTAL		\$67,635,770.56	\$52,681,417.21

**SECTION G****CONTRACT ADMINISTRATION DATA****G.1 CORRESPONDENCE PROCEDURES (M008)**

- (a) To promote timely and effective contract administration, correspondence submitted under this contract shall include the contract number and shall be addressed to the DOE Contracting Officer with information copies of the correspondence to the COR and the DOE Patent General Counsel (where patent or technical data issues are involved). For technical direction, the Contractor may address letters directly to the COR, or respond directly to letters issued by the COR. The Contracting Officer shall receive a courtesy copy of the letter from the Contractor.
- (b) Patents Correspondence. The Chicago Operations Office, acting through the Intellectual Property Law Division of the Office of Chief Counsel, DOE, 9800 South Cass Avenue, Argonne, Illinois, 60439, is hereby designated to represent the CO in administering the Patent Clauses in this contract. Correspondence concerning patent and technical data issues shall be addressed to the Chicago Operations Office in care of Gary Drew, Assistant Chief Counsel for Intellectual Property, One Cyclotron Road MS90-1023, Berkeley, CA, 94720, with a copy to the Assistant Chief Counsel for the Office of River Protection, the CO and the COR.
- (c) Subject Line(s). All correspondence shall contain a subject line commencing with the contract number as illustrated below:

“SUBJECT: CONTRACT NO. DE-AC27-10RV15051”

(Insert subject topic after contract number, e.g., “Request for Subcontract Consent”).

(d) Electronic Media for Reports/Plans/Documents. All correspondence, deliverables, and reports to the DOE Richland Operations Office (DOE-RL) or DOE Office of River Protection (DOE-ORP) shall be transmitted through the use of the DOE automated records system, the Integrated Document Management System (IDMS).

- (e) The Contractor shall ensure all contractor employee email messages, when using Government email addresses, including out of office messages, include a signature block to clearly identify the employee as contractor support service staff. Example is as follows:

Mary Smith  
XYZ Corp, Contractor to the

**PART III - LIST OF DOCUMENTS, EXHIBITS,  
AND OTHER ATTACHMENTS**

**SECTION J**

**LIST OF ATTACHMENTS**

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**ATTACHMENT 1: DOE DIRECTIVES APPLICABLE TO THE 222-S LAB**

The DOE Directives found in the following listing are the “List of Applicable Directives” and “List B” as those terms are used in paragraph (b) of Section I Clause, Laws, Regulations, and DOE Directives. The Contractor shall follow the established exemption process to obtain relief from requirements of these regulations where applicable.

It is anticipated during the performance of this contract, the conditions for applicability of certain DOE Directive may no longer exist. In any such situation where the Contractor seeks relief from the requirements of such DOE Directives, the Contractor may notify the Contracting Officer in writing explaining the reasons for its belief the DOE Directives no longer apply to contract performance. The Contracting Officer may determine the conditions for applicability of a DOE Directive still exist, and may direct the Contractor to continue compliance with the DOE Directive. Additional, even without such direction by the Contracting Officer, if the conditions for applicability of a DOE Directive once again arise, the DOE Directive will immediately become applicable once again.

List B: Applicable DOE Directives

The following is an all-inclusive list of applicable DOE directives.

\*Those directives marked “Supplement,” are DOEL-RL CRDs that are in addition to the DOE-HQ CRDs. The Section B clarification and Section C supplemental requirements apply in addition to the HQ CRDs. Any specific clarifications or requirements do not apply unless otherwise notes.

Order Number/Changes	Title
DOE O 130.1 CRD	Budget Formulation
DOE M 140.1-1B, CRD	Interface with the Defense Nuclear Facilities Safety Board
DOE O 142.1, CRD	Classified Visits Involving Foreign Nationals
DOE O 142.2A, Change 1, CRD	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE M 142.2-1, Change 1	Voluntary Offer Safeguards Agreement and Additional Protocol with the International Atomic Energy Agency
DOE O 142.3 A	Unclassified Foreign Visits and Assignments Program
DOE O 150.1 CRD	Continuity Programs

Order Number/Changes	Title
DOE O 151.1C CRD	Comprehensive Emergency Management System Attachment 2, CRD <ul style="list-style-type: none"> <li>· Item 2</li> <li>· Item 5</li> <li>· Item 6</li> <li>· Item 7</li> <li>· Item 9</li> <li>· Item 10</li> <li>· Item 11</li> <li>· Item 13</li> <li>· Item 14</li> <li>· Item 15</li> </ul>
DOE O 200.1A CRD	Information Technology Management
DOE O 205.1A CRD	Department of Energy Cyber Security Management
DOE O 206.1 CRD	Department of Energy Privacy Program
DOE O 206.2, CRD	Identity, Credential, and Access Management (ICAM)
DOE N 206.5	Response and Notification Procedures for Data Breaches Involving Personally Identifiable Information
DOE O 210.2A CRD	DOE Corporate Operating Experience Program
DOE O 221.1A CRD	Reporting Fraud, Waste, and Abuse to the Office of Inspector General
DOE O 221.2A CRD	Cooperation with the Office of Inspector General
DOE O 225.1B, CRD	Accident Investigations
DOE O 226.1B	Implementation of DOE Oversight Policy
DOE O 231.1B, Change 1, CRD	Environment, Safety, and Health Reporting Attachment 1, Step 2a Attachment 3, Steps 1 and 2
DOE O 232.2, CRD	Occurrence Reporting and Processing of Operations Information
DOE O 241.1B, CRD	Scientific and Technical Information Management
DOE O 243.1A, CRD	Records Management Program
DOE O 243.2 CRD	Vital Records
DOE O 350.1, Change 4,	Contractor Human Resource Management Programs
DOE O 413.1B CRD	Internal Control Program
DOE O 414.1C, CRD	Quality Assurance
DOE O 422.1, CRD	Conduct of Operations
DOE O 426.2, Change 1, CRD	Personnel Selection, Training, Qualification and Certification Requirements for DOE Nuclear Facilities
DOE O 435.1, Change 1, CRD	Radioactive Waste Management

**ATTACHMENT 4: WASHINGTON DEPARTMENT OF LABOR WAGE DETERMINATION**

CBA WD

Page 1 of 1

REGISTER OF WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor		U. S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane Koplewski Director	Division of Wage Determinations	Wage Determination No.: CBA-2012-5191 Revision No.: 3 Date Of Last Revision: 11/11/2013
<hr/>		
State: Washington		
Area: Benton		
<hr/>		

Employed on U.S. Department of Energy, Office of River Protection contract for the scope of this contract, awarded to Advanced Technologies and Laboratories, is to perform the Analytical Services production functions of receiving, handling, analyzing, storing samples, performing special tests and reporting the results of these analyses and tests to the contractors of Department of Energy Offices at the Hanford Nuclear Site near Richland, Washington. These functions will be performed through a contract with the DOE Office of River Protection at the 222-S Laboratory located in 200 West.

Collective Bargaining Agreement between contractor: Advanced Technologies and Laboratories, Inc., and union: Hanford Atomic Metal Trades Council, effective 11/11/2013 through 11/10/2018 and amended on 11/11/2013.

In accordance with Section 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).

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WD 05-2569 (Rev.-15) was first posted on www.wdol.gov on 06/25/2013

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REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2569
Director	Wage Determinations	Revision No.: 15
		Date Of Revision: 06/19/2013

States: Oregon, Washington

Area: Oregon Counties of Baker, Grant, Harney, Malheur, Morrow, Umatilla, Union, Wallowa, Wheeler  
Washington Counties of Benton, Franklin, Walla Walla, Yakima

\*\*Fringe Benefits Required Follow the Occupational Listing\*\*

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		13.61
01012 - Accounting Clerk II		15.27
01013 - Accounting Clerk III		17.08
01020 - Administrative Assistant		22.41
01040 - Court Reporter		18.59
01051 - Data Entry Operator I		13.38
01052 - Data Entry Operator II		14.60
01060 - Dispatcher, Motor Vehicle		18.77
01070 - Document Preparation Clerk		12.94
01090 - Duplicating Machine Operator		12.94
01111 - General Clerk I		13.10
01112 - General Clerk II		14.30
01113 - General Clerk III		16.05
01120 - Housing Referral Assistant		20.52
01141 - Messenger Courier		11.95
01191 - Order Clerk I		12.44
01192 - Order Clerk II		13.57
01261 - Personnel Assistant (Employment) I		17.21
01262 - Personnel Assistant (Employment) II		19.25
01263 - Personnel Assistant (Employment) III		21.47
01270 - Production Control Clerk		26.54
01280 - Receptionist		12.83
01290 - Rental Clerk		15.00
01300 - Scheduler, Maintenance		16.45
01311 - Secretary I		16.45
01312 - Secretary II		18.40
01313 - Secretary III		20.52
01320 - Service Order Dispatcher		18.84
01410 - Supply Technician		22.80
01420 - Survey Worker		17.33
01531 - Travel Clerk I		14.84
01532 - Travel Clerk II		15.95
01533 - Travel Clerk III		17.09
01611 - Word Processor I		15.07
01612 - Word Processor II		16.91
01613 - Word Processor III		18.91
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	18.71
05010 - Automotive Electrician	18.82
05040 - Automotive Glass Installer	17.82
05070 - Automotive Worker	17.82
05110 - Mobile Equipment Servicer	15.82
05130 - Motor Equipment Metal Mechanic	19.80
05160 - Motor Equipment Metal Worker	17.82
05190 - Motor Vehicle Mechanic	19.80
05220 - Motor Vehicle Mechanic Helper	14.82
05250 - Motor Vehicle Upholstery Worker	16.81
05280 - Motor Vehicle Wrecker	17.82
05310 - Painter, Automotive	18.82
05340 - Radiator Repair Specialist	17.82
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	19.80
07000 - Food Preparation And Service Occupations	
07010 - Baker	17.23
07041 - Cook I	13.97
07042 - Cook II	15.66
07070 - Dishwasher	9.89
07130 - Food Service Worker	10.88
07210 - Meat Cutter	17.51
07260 - Waiter/Waitress	12.54
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	20.54
09040 - Furniture Handler	13.45
09080 - Furniture Refinisher	20.54
09090 - Furniture Refinisher Helper	16.17
09110 - Furniture Repairer, Minor	18.34
09130 - Upholsterer	20.54
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	11.95
11060 - Elevator Operator	11.95
11090 - Gardener	16.89
11122 - Housekeeping Aide	13.41
11150 - Janitor	16.03
11210 - Laborer, Grounds Maintenance	12.77
11240 - Maid or Houseman	9.88
11260 - Pruner	11.97
11270 - Tractor Operator	15.28
11330 - Trail Maintenance Worker	12.77
11360 - Window Cleaner	18.02
12000 - Health Occupations	
12010 - Ambulance Driver	16.83
12011 - Breath Alcohol Technician	17.22
12012 - Certified Occupational Therapist Assistant	23.78
12015 - Certified Physical Therapist Assistant	24.27
12020 - Dental Assistant	16.96
12025 - Dental Hygienist	43.92
12030 - EKG Technician	26.27
12035 - Electroneurodiagnostic Technologist	26.27
12040 - Emergency Medical Technician	16.83
12071 - Licensed Practical Nurse I	15.49
12072 - Licensed Practical Nurse II	17.33
12073 - Licensed Practical Nurse III	19.33
12100 - Medical Assistant	14.85
12130 - Medical Laboratory Technician	16.01
12160 - Medical Record Clerk	13.99
12190 - Medical Record Technician	15.65
12195 - Medical Transcriptionist	17.58
12210 - Nuclear Medicine Technologist	36.58
12221 - Nursing Assistant I	10.06

12222 - Nursing Assistant II	11.31
12223 - Nursing Assistant III	12.34
12224 - Nursing Assistant IV	13.85
12235 - Optical Dispenser	17.33
12236 - Optical Technician	16.27
12250 - Pharmacy Technician	15.67
12280 - Phlebotomist	13.85
12305 - Radiologic Technologist	26.57
12311 - Registered Nurse I	29.51
12312 - Registered Nurse II	36.10
12313 - Registered Nurse II, Specialist	36.10
12314 - Registered Nurse III	43.68
12315 - Registered Nurse III, Anesthetist	43.68
12316 - Registered Nurse IV	52.36
12317 - Scheduler (Drug and Alcohol Testing)	21.34
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	20.38
13012 - Exhibits Specialist II	25.26
13013 - Exhibits Specialist III	30.90
13041 - Illustrator I	20.38
13042 - Illustrator II	25.26
13043 - Illustrator III	30.90
13047 - Librarian	27.96
13050 - Library Aide/Clerk	14.18
13054 - Library Information Technology Systems Administrator	25.26
13058 - Library Technician	18.10
13061 - Media Specialist I	18.22
13062 - Media Specialist II	20.40
13063 - Media Specialist III	22.73
13071 - Photographer I	16.41
13072 - Photographer II	18.36
13073 - Photographer III	22.74
13074 - Photographer IV	27.81
13075 - Photographer V	33.65
13110 - Video Teleconference Technician	17.69
14000 - Information Technology Occupations	
14041 - Computer Operator I	19.45
14042 - Computer Operator II	21.76
14043 - Computer Operator III	24.28
14044 - Computer Operator IV	26.98
14045 - Computer Operator V	29.87
14071 - Computer Programmer I	(see 1) 22.85
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	19.45
14160 - Personal Computer Support Technician	26.98
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	30.62
15020 - Aircrew Training Devices Instructor (Rated)	37.04
15030 - Air Crew Training Devices Instructor (Pilot)	44.39
15050 - Computer Based Training Specialist / Instructor	30.62
15060 - Educational Technologist	37.11
15070 - Flight Instructor (Pilot)	44.39
15080 - Graphic Artist	21.49
15090 - Technical Instructor	28.36
15095 - Technical Instructor/Course Developer	32.54
15110 - Test Proctor	21.49

15120 - Tutor	21.49
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	10.90
16030 - Counter Attendant	10.90
16040 - Dry Cleaner	13.76
16070 - Finisher, Flatwork, Machine	10.90
16090 - Presser, Hand	10.90
16110 - Presser, Machine, Drycleaning	10.90
16130 - Presser, Machine, Shirts	10.90
16160 - Presser, Machine, Wearing Apparel, Laundry	10.90
16190 - Sewing Machine Operator	14.71
16220 - Tailor	15.67
16250 - Washer, Machine	11.84
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	23.95
19040 - Tool And Die Maker	29.01
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	14.88
21030 - Material Coordinator	26.54
21040 - Material Expediter	26.54
21050 - Material Handling Laborer	13.19
21071 - Order Filler	13.22
21080 - Production Line Worker (Food Processing)	14.88
21110 - Shipping Packer	13.22
21130 - Shipping/Receiving Clerk	13.22
21140 - Store Worker I	11.35
21150 - Stock Clerk	16.17
21210 - Tools And Parts Attendant	14.88
21410 - Warehouse Specialist	14.88
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	25.78
23021 - Aircraft Mechanic I	24.50
23022 - Aircraft Mechanic II	25.78
23023 - Aircraft Mechanic III	27.31
23040 - Aircraft Mechanic Helper	17.80
23050 - Aircraft, Painter	22.96
23060 - Aircraft Servicer	20.21
23080 - Aircraft Worker	21.45
23110 - Appliance Mechanic	22.36
23120 - Bicycle Repairer	14.44
23125 - Cable Splicer	34.15
23130 - Carpenter, Maintenance	22.89
23140 - Carpet Layer	20.37
23160 - Electrician, Maintenance	30.09
23181 - Electronics Technician Maintenance I	26.22
23182 - Electronics Technician Maintenance II	28.08
23183 - Electronics Technician Maintenance III	29.95
23260 - Fabric Worker	20.20
23290 - Fire Alarm System Mechanic	24.83
23310 - Fire Extinguisher Repairer	18.63
23311 - Fuel Distribution System Mechanic	25.43
23312 - Fuel Distribution System Operator	19.09
23370 - General Maintenance Worker	19.13
23380 - Ground Support Equipment Mechanic	24.50
23381 - Ground Support Equipment Servicer	20.21
23382 - Ground Support Equipment Worker	21.45
23391 - Gunsmith I	18.63
23392 - Gunsmith II	21.74
23393 - Gunsmith III	24.83
23410 - Heating, Ventilation And Air-Conditioning Mechanic	21.57
23411 - Heating, Ventilation And Air Contditioning	22.70

Mechanic (Research Facility)	
23430 - Heavy Equipment Mechanic	25.42
23440 - Heavy Equipment Operator	23.61
23460 - Instrument Mechanic	26.61
23465 - Laboratory/Shelter Mechanic	23.29
23470 - Laborer	12.28
23510 - Locksmith	20.45
23530 - Machinery Maintenance Mechanic	25.56
23550 - Machinist, Maintenance	22.78
23580 - Maintenance Trades Helper	16.87
23591 - Metrology Technician I	26.61
23592 - Metrology Technician II	28.00
23593 - Metrology Technician III	29.66
23640 - Millwright	30.04
23710 - Office Appliance Repairer	22.32
23760 - Painter, Maintenance	19.88
23790 - Pipefitter, Maintenance	29.30
23810 - Plumber, Maintenance	27.84
23820 - Pneudraulic Systems Mechanic	24.83
23850 - Rigger	24.83
23870 - Scale Mechanic	21.74
23890 - Sheet-Metal Worker, Maintenance	25.26
23910 - Small Engine Mechanic	19.59
23931 - Telecommunications Mechanic I	25.46
23932 - Telecommunications Mechanic II	26.79
23950 - Telephone Lineman	23.94
23960 - Welder, Combination, Maintenance	21.15
23965 - Well Driller	24.83
23970 - Woodcraft Worker	24.83
23980 - Woodworker	18.63
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.04
24580 - Child Care Center Clerk	13.63
24610 - Chore Aide	11.35
24620 - Family Readiness And Support Services Coordinator	13.44
24630 - Homemaker	14.44
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.31
25040 - Sewage Plant Operator	23.29
25070 - Stationary Engineer	27.31
25190 - Ventilation Equipment Tender	20.58
25210 - Water Treatment Plant Operator	23.29
27000 - Protective Service Occupations	
27004 - Alarm Monitor	22.01
27007 - Baggage Inspector	17.55
27008 - Corrections Officer	23.96
27010 - Court Security Officer	25.24
27030 - Detection Dog Handler	22.01
27040 - Detention Officer	23.96
27070 - Firefighter	25.75
27101 - Guard I	17.55
27102 - Guard II	22.01
27131 - Police Officer I	28.67
27132 - Police Officer II	31.84
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	15.64
28042 - Carnival Equipment Repairer	16.71
28043 - Carnival Equipment Worker	11.72
28210 - Gate Attendant/Gate Tender	14.01
28310 - Lifeguard	11.90
28350 - Park Attendant (Aide)	15.66

28510 - Recreation Aide/Health Facility Attendant	11.35
28515 - Recreation Specialist	19.27
28630 - Sports Official	12.47
28690 - Swimming Pool Operator	22.22
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	27.81
29020 - Hatch Tender	27.81
29030 - Line Handler	27.81
29041 - Stevedore I	25.82
29042 - Stevedore II	29.78
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021 - Archeological Technician I	16.14
30022 - Archeological Technician II	18.43
30023 - Archeological Technician III	24.07
30030 - Cartographic Technician	25.48
30040 - Civil Engineering Technician	24.78
30061 - Drafter/CAD Operator I	16.14
30062 - Drafter/CAD Operator II	18.43
30063 - Drafter/CAD Operator III	20.55
30064 - Drafter/CAD Operator IV	24.77
30081 - Engineering Technician I	16.35
30082 - Engineering Technician II	18.35
30083 - Engineering Technician III	20.53
30084 - Engineering Technician IV	25.43
30085 - Engineering Technician V	31.11
30086 - Engineering Technician VI	38.46
30090 - Environmental Technician	22.34
30210 - Laboratory Technician	23.90
30240 - Mathematical Technician	22.36
30361 - Paralegal/Legal Assistant I	17.77
30362 - Paralegal/Legal Assistant II	22.02
30363 - Paralegal/Legal Assistant III	26.94
30364 - Paralegal/Legal Assistant IV	32.59
30390 - Photo-Optics Technician	22.36
30461 - Technical Writer I	22.20
30462 - Technical Writer II	27.15
30463 - Technical Writer III	32.85
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.55
Surface Programs	
30621 - Weather Observer, Senior (see 2)	20.75
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	11.43
31030 - Bus Driver	16.99
31043 - Driver Courier	12.52
31260 - Parking and Lot Attendant	10.69
31290 - Shuttle Bus Driver	13.65
31310 - Taxi Driver	11.88
31361 - Truckdriver, Light	13.65
31362 - Truckdriver, Medium	14.80
31363 - Truckdriver, Heavy	21.02
31364 - Truckdriver, Tractor-Trailer	21.02
99000 - Miscellaneous Occupations	
99030 - Cashier	10.64
99050 - Desk Clerk	9.81

99095 - Embalmer	24.57
99251 - Laboratory Animal Caretaker I	12.19
99252 - Laboratory Animal Caretaker II	13.28
99310 - Mortician	24.57
99410 - Pest Controller	21.01
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	16.23
99711 - Recycling Specialist	19.82
99730 - Refuse Collector	14.49
99810 - Sales Clerk	12.30
99820 - School Crossing Guard	14.43
99830 - Survey Party Chief	23.63
99831 - Surveying Aide	14.85
99832 - Surveying Technician	20.32
99840 - Vending Machine Attendant	16.41
99841 - Vending Machine Repairer	20.45
99842 - Vending Machine Repairer Helper	16.41

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.81 per hour or \$152.40 per week or \$660.40 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, 4 weeks after 10 years, and 5 weeks after 20 years.

Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordinance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordinance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall

be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

**ATTACHMENT 7: PERFORMANCE EVALUATION AND MEASUREMENT PLAN****CONFIGURATION TABLE**

<b>Version</b>	<b>PEMP Year</b>	<b>Effective Dates</b>	<b>Contract Mod</b>	<b>Date Signed</b>
Original	2011	1/1/2011 – 12/31/2011	039	7/14/2011
Revision 1	2012	1/1/2012 – 12/31/2012	053	12/30/2011
Revision 2	2013	1/1/2013 – 12/31/2013	084	4/10/2013
Revision 3	2014	1/1/2014 – 12/31/2014	100	



**PERFORMANCE EVALUATION AND  
MEASUREMENT PLAN (PEMP)**

**222-S Laboratory Analytical Services and Testing (LAS&T)  
Contract**

**CONTRACT NO. DE-AC27-10RV15051**

Evaluation Period 2014

January 1, 2014 – December 31, 2014

**Advanced Technologies & Laboratories  
International, Inc.  
Richland WA**



DOE OFFICE OF RIVER PROTECTION PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
ADVANCED TECHNOLOGIES & LABORATORIES INTERNATIONAL, INC. -CONTRACT DE-AC27-10RV15051

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ACRONYMS

ATL..... Advanced Technologies & Laboratories International, Inc.  
 FDO..... Fee Determination Official  
 ORP..... Office of River Protection  
 PBL..... Performance Based Incentive  
 PEB..... Performance Evaluation Board  
 PEMP..... Performance Evaluation and Measurement Plan  
 PEM..... Performance Evaluation Monitor  
 SEA..... Special Emphasis Area

DEFINITIONS

Award Fee. The subjective fee component of Performance Fee.

Expected Performance Level. Meets agreed upon requirements and performance objectives.

Fee Determination Official. The final authority in determination of fee awarded to ATL.

Office of River Protection (ORP). ORP is a Field Office under the Environmental Management headquarters organization.

Performance Evaluation Board. For the purpose of this PEMP, designated ORP managers are chartered with recommending ATL earned fee to the Fee Determination Official (FDO).

Performance Evaluation and Measurement Plan. A plan that defines an approach in evaluating, documenting, and providing performance fee against specified Performance Based Incentives and Award Fee Incentives.

Performance Evaluation Period. The specific period for which the Performance Evaluation Board evaluates contractor's overall performance: January 1 through December 31.

Performance Fee. That portion of the total available fee which is tied exclusively to the contractor's performance of the contract. The performance fee amount will consist of an incentive fee component for objective performance requirements and an award fee component for subjective performance requirements, or both.

Performance Incentive. A performance incentive represents a reward or consequences that may be employed to motivate a contractor to achieve baseline or higher levels of performance of a requirement. In most instances, the incentive represents an amount of fee tied to the accomplishment of a performance objective.

Performance Measure. The quantitative method for characterizing performance.

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**Performance Evaluation Monitor.** Designated by the Performance Evaluation Board as responsible individuals monitoring and evaluating the contractor's performance.

**Performance Objective.** A statement of desired results from an organization or activity.

**Provisional Payment of Fee.** Any payments paid on a provisional basis may be reclaimed.

**Special Emphasis Area.** An area that is extremely important to ORP.

#### A. INTRODUCTION:

This Performance Evaluation and Measurement Plan (PEMP) defines the Office of River Protection's (ORP) approach in evaluating, documenting, and providing performance fee to Advanced Technologies & Laboratories International, Inc. (ATL), in the execution of requirements defined in Contract DE-AC27-10RV15051. This PEMP is for the fifth year of the contract CLIN 5 period of performance from January 1, 2014, through December 31, 2014.

##### 1. PEMP Objectives

- a. Provide ORP with a mechanism to achieve its highest priority objectives;
- b. Provide incentive to ATL to accomplish ORP's management and program objectives through the establishment of critical performance objectives and measures;
- c. Reward ATL with fee commensurate with the achievement of the specific ORP performance requirements;
- d. Create an administratively efficient process to assess ATL performance;
- e. Provide a fair and reasonable basis for determining the amount of fee earned; and
- f. Create a process that ensures ATL work efforts are executed in a manner that provides high value and high quality deliverables to ORP.

##### 2. Fee Concept

Performance-based management contracting principles emphasize results-oriented work statements, and performance objectives and measures to incentivize contractors to achieve excellent performance. ORP implements performance-based management contracting principles through processes associated with *Budget Formulation, Budget Execution, and Performance Evaluation*.

ATL is responsible for performing the Analytical Services function of receiving, handling,

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analyzing, storing and report on samples obtained from Hanford contractors. These functions are performed at the 222-S Laboratory complex located in the 200 West Area of Hanford. These services support cleanup and closure goals of all Hanford projects. This work is performed using facilities and infrastructure which are owned by DOE and maintained by DOE's Tank Operations Contractor (TOC). Because of the nature of this work, ORP utilizes performance fee to incentivize and reward ATL for performance. Performance fee consists of two components: an incentive fee component which provides management focus and emphasis on ORP's critical few program objectives and an award fee component which provides management focus on all other aspects of ATL's performance such as overall program, current importance to the overall performance of the contract, their potential for being problem areas, and/or current degree of concern for performance.

a. Performance Based Incentive (PBI)

The PBI performance measures and fee measures are delineated in Attachment 1 of this PEMP. Emphasis will be placed on development of objective incentives based on definition of the desired outcome (the "what") and expect the contractor to compliantly and safely determine "how" the work is performed to achieve the desired outcome within the established funding constraints. These incentives are identified as PBIs and typically carry more performance risk and higher fee earning opportunities.

b. Award Fee Special Emphasis Area (SEA) Incentives

The SEA performance objectives and measures are delineated in Attachment 1 of the PEMP. In certain instances, the contractor must provide support and/or deliverables that are required to accomplish the project objectives but are not objectively measurable in all cases. These efforts are therefore measured subjectively under incentives identified as SEAs and typically carry reduced performance risk and moderate fee earning opportunities and the FDO may use discretionary factors in determining fee. Consideration will also be given to complete and accurate technical information/products delivered in mutually agreed time frames that meet all applicable codes, standards, rules, regulations and orders.

**B. REFERENCES.** U.S. Department of Energy Office of River Protection Contract with ATL for Analytical Services; Contract DE-AC27-10RV15051.

**C. ROLES AND RESPONSIBILITIES** The effectiveness of this PEMP requires the establishment of a close working relationship between ORP, and ATL because all entities are responsible for successful implementation of the plan and successful completion of ORP's significant management and program objectives. The roles and responsibilities of the key personnel are as follows:

1. Fee Determination Official: Office of River Protection Manager

The FDO will: 1) appoint the PEB Chair; 2) review the recommendation of the PEB, consider all pertinent data, determine the amount of Award Fee earned during each

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evaluation period and issue the determination in accordance with B.4 Final Fee Determination; 3) notify the Contractor of performance strengths, areas for improvement, and future expectations; 4) issue and approve the PEMP on an annual basis in accordance with Section B.4 of the Contract as well as any significant changes thereto; 5) ensure that the Award Fee and Contract Incentives process is managed consistent with applicable acquisition regulations, and 6) ensure that the Award Fee process meets the overall LAS&T business objectives.

2. Performance Evaluation Board:

- Tank Farms Project Assistant Manager, Chair
- Technical and Regulatory Support Assistant Manager
- LAS&T Contract Specialist
- LAS&T Performance Evaluation Program Manager
- LAS&T Contracting Officer

The PEB reviews the PEM evaluations of Contractor performance, considers the Contractor's self-assessment if submitted, considers all information from pertinent sources, prepares draft and final performance reports, and arrives at an earned award fee recommendation to be presented to the FDO. The PEB may also recommend changes to the PEMP.

3. Performance Evaluation Board Chair:

The Chair may assign or reassign Performance Evaluation Monitors at any time without advance notice to the Contractor. The Chair will: 1) review the performance monitors' evaluations and consider the Contractor's self-assessment; 2) analyze the Contractor's performance against the criteria set forth in the PEMP; 3) provide periodic interim performance feedback to the Contractor via the CO; 4) recommend any changes to the PEMP and obtain the FDO's concurrence on the recommended fee determination.

4. LAS&T Performance Evaluation Program Manager:

The Performance Evaluation Program Manager is responsible for coordinating the administrative actions required by the PEMs, the PEB and the FDO, including: 1) receipt, processing, and distribution of evaluation reports from all required sources; 2) scheduling and assisting with internal evaluation milestones, such as briefings; 3) prepare the fee determination recommendation report documenting the recommendation on the award fee; and 4) accomplishing other actions required to ensure the smooth operation of the award fee process.

5. Performance Evaluation Monitors:

PEMs may be drawn as needed from the following positions or others as deemed necessary by the PEB Chair:

- Director, Contracts & Property Management

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- Director, Tank Farm Programs Division
- Director, Environmental Compliance Division
- Quality Assurance Team Lead
- LAS&T Contract Specialist
- ORP Organizational Property Management Officer
- Tank Farms Project Controls Officer
- LAS&T Program Manager

The PEMs will: 1) monitor, evaluate, and assess Contractor performance in their assigned areas; 2) periodically prepare a Contractor Performance Monitor Report (CPMR) for the PEB; 3) recommend any needed changes to the PEMP for consideration by the PEB and FDO; and 4) maintain a performance dialogue with ATL Performance Measure owners throughout the evaluation period.

**D. METHOD FOR DETERMINING PERFORMANCE FEE**

**Deliverables Timeline**

Activity	Deliverable Due Date
ATL Self Assessment	10 calendar days after completion of Award Fee Period
DOE Independent Assessment to PEM	20 calendar days after completion of Award Fee Period
PEM consolidation of Performance Monitor Evaluation Reports	Approximately 30 calendar days after completion of Award Fee Period
PEB review, validate and submit fee recommendation to FDO	Approximately 60 calendar days after completion of Award Fee Period
FDO determination of fee	Approximately 70 calendar days after completion of Award Fee Period

1. Communication with ATL during the Evaluation Period

One important consideration for evaluation will be discussions between the PEM and their ATL counterpart. It is a management expectation that PEMs meet with their ATL counterpart at least monthly to review, discuss, and provide interface on ATL’s performance against the performance-based and award fee incentives and overall contract performance.

Regular communication with ATL at the PEM level will contribute to the success of the fee process. PEM should discuss performance which may not currently meet performance objectives and measures, and thereby keep ATL informed as to achievements and deficiencies that may appear in the final evaluation for the period. ORP established an OPR Monthly Project Review that provides interface between ORP and ATL.

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2. ATL Self Assessment

ATL shall provide the ORP Contracting Officer and the ORP LAS&T Performance Evaluation Program Manager with an electronic copy of the ATL self-assessment within ten (10) working days upon completion of the performance evaluation period.

ATL shall identify issues potentially affecting the completion of individual PBIs and SEAs and the overall success of the program, and actions taken or recommended to resolve those issues. ATL's self-assessment shall propose and justify the amount of performance based incentive and award fee earned, and include a discussion of fee reductions warranted by any failure to meet performance expectation. In the event the contractor self-discloses a situation that falls within the support of a special emphasis area, and appropriately self-corrects the situation in a timely manner, fee reduction may be waived by the CO. The timeliness and effectiveness of the contractor's corrective action may also mitigate fee reductions for deficiencies identified by ORP or other regulatory entities.

3. ORP Assessment

ORP Performance Monitors shall prepare and submit to the ORP LAS&T Performance Evaluation Program Manager, an independent assessment of ATL's performance within 20 calendar days after the end of an award fee evaluation period. The ORP Performance Monitor shall consider ATL's input with respect to completing the PBI and SEA performance criteria and with respect to the quality. Where significant disagreement exists between ATL's self-assessment and ORP's assessment, the responsible ORP Performance Monitor shall raise such disagreements to the PEB for resolution. ATL may be requested to attend a Board meeting to assure their view is understood.

The ORP LAS&T Performance Evaluation Program Manager will consolidate ORP Performance Monitor Evaluation Reports and submit a written evaluation report to the PEB members for approval.

4. Performance Evaluation Process

- a. Within ten (10) working days upon completion of the end of an award evaluation period, ATL shall provide the ORP Contracting Officer and the ORP LAS&T Performance Evaluation Program Manager with an electronic copy of the ATL self-assessment. The self-assessment provided shall provide an assessment of their performance in the completion of a PBI and award fee performance objectives and measures. The ORP LAS&T Performance Evaluation Program Manager is responsible for distribution of the ATL self-assessment to ORP PEMs.
- b. Within twenty (20) calendar days upon the end of an award fee evaluation period, ORP PEMs will prepare and submit an independent assessment of ATL's performance, with

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respect to quality and schedule, against the performance objectives and measures to the ORP LAS&T Performance Evaluation Program Manager for consolidation. The ORP PEM shall consider ATL's input with respect to payments of fee. Where significant disagreement exists between ATL's self-assessment and ORP's assessment, the responsible PEM shall raise such disagreements to the PEB for resolution. ATL may be requested to attend a Board meeting to assure their view is understood.

The ORP assessment must be submitted on the Performance Monitor Evaluation Report form, Attachment 2 of the Plan, and will only be accepted by the ORP Procurement Division upon the approval of the ORP Performance Monitor.

- c. Within approximately thirty (30) calendar days after the end of an award fee evaluation period, the ORP LAS&T Performance Evaluation Program Manager will consolidate Performance Monitor Evaluation Reports and submit to the PEB members for review.
- d. Within approximately sixty (60) calendar days after the end of an award fee evaluation period, the PEB will review, validate, and prepare an evaluation report and submit a fee recommendation to the FDO.
- e. Within seventy (70) calendar days after the end of an award fee evaluation period or 60 calendar days after receipt of contractor's self-assessment for award fee (whichever is later), the FDO will make a determination of the fee earned.

#### 5. Evaluation and Discussion Documentation

Where meetings or discussions are held by the PEM (with ATL, HQ, or others) that significantly impact award fee evaluations, it is necessary that appropriate documentation be created. This documentation can be in the form of signed and dated notes, minutes, or correspondence. Copies of the PEM documentation should be maintained by the PEM in support of the Performance Evaluation Report.

Rationale for fee payments will be documented by the Performance Evaluation Board and the fee determination official. The final PEB Fee Recommendation and FDO Fee Determination reports along with supporting rationale will be maintained by the ORP Acquisition Management Division organization in the official "contract file".

#### **E. PEB INVOLVEMENT IN FINAL EVALUATIONS**

The PEB is responsible for reviewing the Performance Evaluation Reports and developing a Fee Recommendation Report to the FDO. The Chair, PEB, will provide updates and feedback to the FDO prior to receiving the PEB's final signed fee recommendation report.

#### **F. FDO RESPONSIBILITIES IN FINAL EVALUATIONS**

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Based on the FDO's personal knowledge, the information contained in ATL's self-assessment, the PEB Fee Recommendation Report, and/or other information relating to ATL's performance of the contract requirements, the FDO develops a determination on the evaluation and award fee.

**G. METHOD FOR CHANGING PLAN COVERAGE**

Proposed changes to the PEMP are approved by the FDO. They may be initiated by ORP or ATL. Proposed changes to the PEMP must be initiated on the official PEMP Change Form (Attachment 3). The respective Performance Monitor will review and concur on proposed changes prior to any changes being made to the PEMP.

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**ATTACHMENT 1**

**PERFORMANCE BASED INCENTIVES  
AND  
AWARD FEE SPECIAL EMPHASIS AREAS**

Total PBI and SEA Fee Available	100%	\$895,449
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**PERFORMANCE BASED INCENTIVES**

PERFORMANCE BASED INCENTIVES	VALUE (%)	VALUE (\$)
PBI 1 – On-Time Delivery	25%	\$223,862
PBI 2 - Evaluations/Proficiency Tests	25%	\$223,862
PBI 3 - Maintain Holding Times	25%	\$223,862
Total PBI Fee Available	75%	\$671,586

**AWARD FEE SPECIAL EMPHASIS AREAS**

SPECIAL EMPHASIS AREAS	VALUE (%)	VALUE (\$)
SEA 1 – Cost and Schedule	10%	\$89,545
SEA 2 – Analytical Performance and Data Quality	10%	\$89,545
SEA 3 – Environmental Stewardship and Compliance	5%	\$44,772
Total SEA Fee Available	25%	\$223,862

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### PERFORMANCE BASED INCENTIVES

PERFORMANCE BASED INCENTIVES	VALUE (%)	VALUE (\$)
PBI 1 - On-Time Delivery	25%	\$223,862
PBI 2 - Evaluations/Proficiency Tests	25%	\$223,862
PBI 3 - Maintain Holding Times	25%	\$223,862
Total PBI Fee Available	75%	\$671,586

DOE will evaluate performance in each of Performance Based Incentives areas using the Performance Measures and Targets for each the PBIs. The Performance Targets are considered necessary to achieve the Performance Objective stated in the PBI. The evaluation will assign the percent of available fee earned to each PBI based on the contractor's performance against the Performance Targets. The percent of available fee earned will match the performance target assigned to each PBI.

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PBI -1	On-Time Delivery	Due Date: 12/31/2014
		Value (%): 25%
		Value (\$): \$223,862
Performance Objective	ATL will provide at a minimum 85% on-time delivery of analytical deliverables received by the laboratory during this evaluation period.	
Performance Measures	This PBI will be measured by dividing the number of on-time analytical deliverables by the total number of analytical deliverables received by the laboratory during this evaluation period.	
Performance Target	Total available fee will be paid as follows:  On-Time Delivery % $\geq 95\%$ = 100% of Fee On-Time Delivery % $\geq 90\% < 95\%$ = 90% of Fee On-Time Delivery % $\geq 85\% < 90\%$ = 80% of Fee On-Time Delivery % $< 85\%$ = 0% of Fee	

PBI -2	Evaluations/Proficiency Tests	Due Date: 12/31/2014
		Value (%): 25%
		Value (\$): \$223,862
Performance Objective	ATL shall maintain an overall average score of at least 85% for annual proficiency tests performed during the evaluation period.	
Performance Measure	This PBI will be measured by the percent of acceptable performance evaluation results of the total number of performance evaluation analyses performed.	
Performance Target	Total available fee will be paid as follows:  Overall Average Score % $\geq 95\%$ = 100% of Fee Overall Average Score % $\geq 90\% < 95\%$ = 90% of Fee Overall Average Score % $\geq 85\% < 90\%$ = 80% of Fee Overall Average Score % $< 85\%$ = 0% of Fee	

PBI -3	Maintain Holding Times	Due Date: 12/31/2014
		Value (%): 25%
		Value (\$): \$223,862
Performance Objective	ATL will maintain holding time (i.e, the time that a sample remains viable for analysis) performance at greater than or equal to 85% of all samples received during this evaluation period.	
Performance Measure	This PBI will be measured by dividing the number of holding times met by the total number of samples received by the laboratory during this evaluation period.	
Performance Target	Total available fee will be paid as follows:  Holding Time Met % $\geq 95\%$ = 100% of Fee Holding Time Met % $\geq 90\% < 95\%$ = 90% of Fee Holding Time Met % $\geq 85\% < 90\%$ = 80% of Fee	

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	Holding Time Met % < 85% = 0% of Fee
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**AWARD FEE SPECIAL EMPHASIS AREAS**

SPECIAL EMPHASIS AREAS	VALUE (%)	VALUE (\$)
SEA 1 – Cost and Schedule	10%	\$89,545
SEA 2 – Analytical Performance and Data Quality	10%	\$89,545
SEA 3 – Environmental Stewardship and Compliance	5%	\$44,772
<b>Total SEA Fee Available</b>	<b>25%</b>	<b>\$223,862</b>

DOE will evaluate and measure performance in each of the Special Emphasis Areas 1 through 3, using the Performance Targets for each Special Emphasis Area. The Performance Targets are considered necessary to achieve the Performance Objective stated in the Special Emphasis Area. The evaluation will assign a Numerical Rating of 0 to 100, and corresponding Adjectival Rating, to each Special Emphasis Area. The Percent of Available Fee Earned awarded to that Special Emphasis Area will match the Numerical Rating (e.g., a Numerical Rating of 71 is awarded 71% for that Element). The Numerical and Adjectival Ratings will be based upon DOE's evaluation of the extent to which Contractor performance on that Special Emphasis Area favorably contributed toward achieving the desired outcome. See table on following page for definitions of adjectival ratings.

Each Special Emphasis Area has indicators and guidelines that are important performance considerations; however, DOE may consider any pertinent performance information related to that Special Emphasis Area.

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**Award Fee Special Emphasis Area – Ratings and Definitions Chart**

Assigned Numerical Rating	Adjectival Rating <i>(corresponding to Numerical Rating)</i>	Definition	Percentage of Award Fee Earned*
91 to 100	Excellent	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	91% to 100%
76 to 90	Very Good	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	76% to 90%
51 to 75	Good	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	51% to 75%
≤ 50	Satisfactory	Contractor has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	≤ 50%
0	Unsatisfactory	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	0%

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SEA - 1	Cost and Schedule Management	Due Date: 12/31/2014
		Value (%): 10%
		Value (\$):89,545
Performance Objective	ATL will demonstrate sound cost and schedule management	
Performance Target	ATL's performance will measured utilizing at the minimum the following award fee evaluation criteria: <ul style="list-style-type: none"> <li>• Cost and Schedule Integrity – Identify and implement cost improvement initiatives. Provide and maintain accurate schedules of work performed and associated costs.</li> <li>• Contractor shall project, budget, monitor, adjust and control cost aspects that are associated with the 222-S Laboratory Analytical Services and Testing (LAS&amp;T) contract.</li> <li>• Schedule – Promptness of delivery, reaction time and appropriateness of response to changes, recovery from delays, response to emergencies and other unexpected situations.</li> </ul>	

SEA - 2	Analytical Performance and Data Quality	Due Date: 12/31/2014
		Value (%): 10%
		Value (\$): \$89,545
Performance Objective	ATL will be evaluated on the overall analytical performance and data quality of deliverables utilizing the existing quality assurance and quality control plan.	
Performance Target	ATL's performance will measured utilizing at the minimum the following award fee evaluation criteria: <ul style="list-style-type: none"> <li>• Quality of final reporting data; measured by issues identified through review comment records, client complaints, requests for revised or corrected reports, and performance evaluation samples</li> <li>• Document the number and categorize the seriousness of data quality issues associated with analytical data and resolve in a timely manner which meets clients' needs</li> <li>• Maintain acceptable sample archival and sample preservation as required</li> <li>• Ensuring that existing and functional Government-provided instruments are properly calibrated and ready to perform analytical work scope</li> <li>• Maintain and satisfactorily implement a QA program compliant</li> </ul>	

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	with ATL's approved QAPD.
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SEA - 3	Environmental Stewardship and Compliance	Due Date: 12/31/2014
		Value (%): 5%
		Value (\$): \$44,772
Performance Objective	ATL will demonstrate sound Environmental Stewardship and Compliance	
Performance Target	ATL's performance will measured utilizing at the minimum the following award fee evaluation criteria: <ul style="list-style-type: none"> <li>• ATL actions fully support the 222-S Lab Steward in maintaining applicable environmental permits and safety authorizations</li> <li>• Early identification of issues and concerns through a proactive assessment and evaluation program</li> <li>• Number and seriousness of any non-compliances, infractions, or violations and the timeliness and quality of related reporting and responses.</li> <li>• Properly manage chemicals and support the 222-S Steward's implementation of waste minimization and pollution prevention practices</li> </ul>	

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## ATTACHMENT 2

### PERFORMANCE MONITOR EVALUATION REPORT FORM

I. EVALUATION PERIOD: \_\_\_\_\_

II. DOE PERFORMANCE MONITOR:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

III. PERFORMANCE BASED INCENTIVES (PBI) EVALUATIONS:

PBI # \_\_\_\_\_ Recommended Fee Earned \_\_\_\_\_

Discussion:

IV. EVALUATION OF AWARD FEE SPECIAL EMPHASIS AREAS:

SEA # \_\_\_\_\_ Adjective Rating \_\_\_\_\_

Discussion:

Discussion summaries should describe the method used to evaluate timeliness, quality and completion of performance objectives/measures; clarifying remarks regarding the timeliness and sufficiency of the products/activities against defined performance objectives/measures; identification of significant deviations; rationale for recommended fee payment/rating (if necessary, provide computations); and mitigating factors, if any, that were considered in determining the amount of fee.

Areas to consider:

1. Contractor monthly performance indicator results including positive or negative trends.
2. Management reviews and reports including the new monthly reviews.
3. Contractor's self-assessment report.
4. DOE independent and program assessments.
5. Issues and corrective action of issues

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**ATTACHMENT 3**

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1. Initiator of Change Request:		2. Office Symbol:	3. Phone No:	
4. Current Version of PEMP:	a. Revision No:	b. Change No:	5. Date of Request:	
6. Reason for Request:				
7. Authority for Change:		e. Explain reason for change here, if necessary. (required for Other)		
a. Technical Direction Letter <input type="checkbox"/> b. Contracting Officer Letter <input type="checkbox"/> c. Baseline Change Proposal <input type="checkbox"/> d. Other <input type="checkbox"/>				
8. Section No. in PEMP of Change:				
9. Exact Wording: (rewrite the section with changes identified)				
10. Request Disposition:		11. Comments: (including changes made, rejection reason, or other)		
a. Accepted, Change Implemented <input type="checkbox"/> b. Accepted with Changes <input type="checkbox"/> c. Rejected <input type="checkbox"/> d. Other <input type="checkbox"/>				
12. Approved By:	13. Effective Date:	14. New PEMP Rev No/Change No.:		
		a. Rev No:	b. Change No.:	