

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE _____ PAGE OF PAGES 1 3

2. AMENDMENT/MODIFICATION NO. 0131 3. EFFECTIVE DATE See Block 16C 4. REQUISITION/PURCHASE REQ. NO. _____ 5. PROJECT NO. (If applicable) _____

6. ISSUED BY CODE 00603 7. ADMINISTERED BY (If other than Item 6) CODE _____
 Office of River Protection
 U.S. Department of Energy
 Office of River Protection
 P.O. Box 450
 Richland WA 99352

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

9A. AMENDMENT OF SOLICITATION NO. _____
 9B. DATED (SEE ITEM 11) _____
 X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC27-10RV15051
 10B. DATED (SEE ITEM 13) 11/20/2009

CODE 827013467 FACILITY CODE _____

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)

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 revise the period of performance from ending November 24, 2015 to November 21, 2015, reduce the estimated value of the contract, reduce the available fee and update sections B, F, and J as a result of reducing the period of performance. See continuation pages for further details.

FOB: Destination
 Period of Performance: 01/03/2010 to 11/21/2015

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

15A. NAME AND TITLE OF SIGNER (Type or print) Tracy Keavis for Jou G. Hwang, Project Director 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) David R. Garcia

15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign) 15C. DATE SIGNED 10/19/15 16B. UNITED STATES OF AMERICA 16C. DATE SIGNED OCT 16, 2015

14. Description of Amendment/Modification Continued:

1. Section F.1, Period of Performance, is revised to reduce the period of performance as a result of the receiving the Government Accountability Office determination on September 21, 2015, regarding protest filed on the 222-S Laboratory award. As a result the end date for the period of performance is changed from November 24, 2015 to November 21, 2015.

FROM:

9. Extension Option Period III: June 3, 2015 – July 2, 2015
 10. Contract Extension: July 3, 2015 – November 24, 2015
 11. Phase Out: September 25, 2015 – November 24, 2015

TO:

9. Extension Option Period III: June 3, 2015 – July 2, 2015
 10. Contract Extension (Includes Phase Out): July 3, 2015 – November 21, 2015

2. Section B.1, Type of Contract – Items Being Acquired, is revised to remove Contract Line Item (CLIN) 12, Phase Out, and add the estimated phase out cost to CLIN 11 due to bulk funding within the STRIPES system. This section is further revised to decrease the estimated cost and fee for CLIN 11 as a result of the reduced period of performance. The total estimated cost and fee is changed from \$84,285,375.79 to \$84,174,243.07. The change is 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	\$12,846,763.23	\$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
7	Analytical Services & Testing	\$2,966,717.83	\$222,503.84
8	Analytical Services & Testing	\$1,008,732.14	\$75,654.91
9	Analytical Services & Testing	\$1,022,954.72	\$76,721.60
10	Analytical Services & Testing	\$1,034,804.81	\$77,610.36
11	Analytical Services & Testing (Includes Phase Out)	\$ 4,600,377.65	\$ 345,028.33
12	Phase Out	\$367,158.90	\$0
TOTAL		\$78,636,474.33	\$ 5,648,901.46
TECC (ESTIMATED COST & ESTIMATED FEE)		\$ 84,285,375.79	

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
7	Analytical Services & Testing	\$2,966,717.83	\$222,503.84
8	Analytical Services & Testing	\$1,008,732.14	\$75,654.91
9	Analytical Services & Testing	\$1,022,954.72	\$76,721.60
10	Analytical Services & Testing	\$1,034,804.81	\$77,610.36
11	Analytical Services & Testing (Includes Phase Out)	\$ 4,864,157.28	\$ 337,274.88
TOTAL		\$78,533,095.06	\$ 5,641,148.01
TECC (ESTIMATED COST & ESTIMATED FEE)		\$ 84,174,243.07	

3. Update Contract Section B, *Supplies or Services and Prices/Costs*, B.1(k), *Contract Extension*, to reflect the revised estimated costs and performance through date.
4. Update Contract Section B, *Supplies or Services and Prices/Costs*, B.1(l), *Contract Phase Out*, to delete in its entirety as the amount estimated for phase out was added to CLIN 11.
5. Update Contract Section J, Attachment 7, *Performance Evaluation and Measurement Plan*, to update the evaluation period, period of performance, and the amounts available for Performance Based Incentives and Special Emphasis Areas.

All other terms and conditions remain unchanged.

Attachment
DE-AC27-10RV15051
MODIFICATION 131

Replacement Pages

(Total: 26, including this Cover Page)

- Section B, Type of Contract – Items Being Acquired, Pages B-i, B-1, B-2, and B-14
- Section F.1, Period of Performance, Page F-1
- Section J, Attachment 7, Performance Evaluation and Measurement Plan, Pages J-127 thru J-146

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, three (3) 1-year option periods, three (3)-month base period extension, three (3) 1-month extension option periods, and continuity of operations extension period 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
7	Analytical Services & Testing	\$2,966,717.83	\$222,503.84
8	Analytical Services & Testing	\$1,008,732.14	\$75,654.91
9	Analytical Services & Testing	\$1,022,954.72	\$76,721.60
10	Analytical Services & Testing	\$1,034,804.81	\$77,610.36
11	Analytical Services & Testing (Includes Phase Out)	\$ 4,864,157.28	\$ 337,274.88
TOTAL		\$78,533,095.06	\$ 5,641,148.01
TECC (ESTIMATED COST & ESTIMATED FEE)		\$ 84,174,243.07	

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	\$12,846,763.23	\$12,969,651.69
4	Analytical Services & Testing	\$13,324,325.55	\$12,117,800.00

3	Analytical Services & Testing	\$12,846,763.23	\$12,969,651.69
4	Analytical Services & Testing	\$13,324,325.55	\$12,117,800.00
5	Analytical Services & Testing	\$12,351,009.12	\$11,784,500.00
6	PRC ARRA Analytical Services & Testing	\$5,151,769.65	\$5,211,754.60
7	Analytical Services & Testing	\$ 2,966,717.83	\$3,120,000.00
8	Analytical Services & Testing	\$1,008,732.14	\$123,312.06
9	Analytical Services & Testing	\$1,022,954.72	\$1,035,000.00
10	Analytical Services & Testing	\$1,034,804.81	\$80,000.00
11	Analytical Services & Testing (Includes Phase Out)	\$ 4,864,157.28	\$1,226,994.07
TOTAL		\$78,533,095.06	\$70,051,223.34

CONTRACT TRANSITION:

CLIN Number	Description	Estimated Cost
1	Contract Transition	\$99,214.53

CLIN 01 Description:

The performance of CLIN 01 includes the total estimated costs for the contract transition period stated in Section F.1. There is no base or award fee available for this CLIN.

Funds Obligated to CLIN 01:

Modification No	Accounting and Appropriation Data	Obligated Amount*
N/A	01250 2010 34 421301 25200 1110909 0001481 0000000 0000000 0000000	\$99,214.53

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 01 value is estimated to be no more than \$99,214.53. The cumulative amount identified in this column is the total amount presently available for payment under this CLIN.

(b) BASE PERIOD:

CLIN Number	Description	Estimated Cost
2	Analytical Services & Testing	\$23,862,646.20

CLIN 02 Description:

The performance of CLIN 02 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any

(k) CONTRACT EXTENSION

CLIN Number	Description	Estimated Cost
11	Analytical Services & Testing	\$4,864,157.28

CLIN 11 Description:

The performance of CLIN 11 includes the total estimated costs for the performance period stated in Section F.1 and the total award fee that can be earned (less any adjustment made in accordance with Section B Clause *DEAR 952.223-77 Conditional Payment of Fee* and Section H Clause *Key Personnel*).

The total available award fee for this CLIN is \$337,274.88. There is no base fee for this CLIN. The award fee for this CLIN shall be awarded upon the unilateral determination of DOE's fee determination official (FDO) that an award fee has been earned. The unilateral decision is made solely at the discretion of the government. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the award fee plan. Provisional payment of a proportional monthly amount equivalent of an amount up to 50% of the available award fee for this CLIN may be permitted.

Immediately upon the FDO's final determination of the award fee for the evaluation period, the Contractor may invoice any fee amount not previously paid or must repay any excess amount paid. Any unearned award fee from this CLIN shall not be eligible to be earned in any other CLINs.

Funds Obligated to CLIN 11:

Modification No.	Accounting and Appropriation Data	Obligation Amount*
126	01250 2015 34 421301 25422 1110909 0001481 0000000 0000000	\$1,000,000.00
128	01250 2015 34 421601 25102 1111554 0001524 0000000 0421399	\$8,359.81
129	01250 2015 34 421601 25102 1111549 0001520 0000000 0421399	\$91,634.26
130	01250 2015 34 421301 25422 1110909 0001481 0000000 0000000	\$127,000.00
Total		\$1,226,994.07

* Subject to Section I Clause FAR 52.232-22 entitled, *Limitation of Funds (APR 1984)*, the CLIN 11 value is estimated to be no more than \$ 5,201,432.16 (including Award Fee). The cumulative amount identified in this column is the total amount presently available for payment under this CLIN. It is estimated this amount will cover performance through November 21, 2015.

The contractor shall not incur any costs in excess of this amount.

SECTION F**DELIVERIES OR PERFORMANCE****F.1 PERIOD OF PERFORMANCE**

The period of performance for the work specified in Section C of this contract is shown below:

1. Contract Transition Period: November 20, 2009 – January 2, 2010
2. Base Period: January 3, 2010 – January 2, 2012
3. Option Period I: January 3, 2012 – January 2, 2013
4. Option Period II: January 3, 2013 – January 2, 2014
5. Option Period III: January 3, 2014 – January 2, 2015
6. Extension Base Period: January 3, 2015 – April 2, 2015
7. Extension Option Period I: April 3, 2015 – May 2, 2015
8. Extension Option Period II: May 3, 2015 – June 2, 2015
9. Extension Option Period III: June 3, 2015 – July 2, 2015
10. Contract Extension (Includes Phase Out): July 3, 2015 – November 21, 2015

F.2 PRINCIPAL PLACE OF PERFORMANCE

The principal place of performance of this contract shall be the Hanford Site, near Richland, Washington and other facilities as directed by the Contracting Officer.

F.3 DELIVERIES

All products, reports, or services under this contract shall be delivered to the Contracting Officer, or any other duly authorized Government representative as designated in writing by the Contracting Officer. The Contractor shall prepare and submit the plans and reports listed in Section C.4, *Deliverables*.

F.4 FAR 52.242-15 STOP-WORK ORDER (AUG 1989) - ALT 1 (APR 1989)

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within

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

Version	PEMP Year	Effective Dates	Contract Mod	Date Signed
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	1/23/2014
Revision 4	2015	1/1/2015 – 4/2/2015	116	1/20/2015
Revision 5	2015	4/3/2015 – 6/2/2015	119	3/23/2015
Revision 6	2015	6/3/2015 – 7/2/2015	122	5/14/2015
Revision 7	2015	7/3/2015 – 8/31/2015	124	6/30/2015
Revision 8	2015	9/1/2015 – 11/24/2015	127	8/2/2015
Revision 9	2015	9/1/2015 – 11/21/2015	131	TBD



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

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

CONTRACT NO. DE-AC27-10RV15051

Evaluation Period 2015

January 1, 2015 – November 21, 2015

**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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ADVANCED TECHNOLOGIES & LABORATORIES INTERNATIONAL, INC. -CONTRACT DE-AC27-10RV15051

ACRONYMS

ATL..... Advanced Technologies & Laboratories International, Inc.
 FDO..... Fee Determination Official
 ORP..... Office of River Protection
 PBI..... 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 (FDO): The final authority in determination of fee awarded to ATL.

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

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

Performance Evaluation and Measurement Plan (PEMP): 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 Based Incentive (PBI): 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 (PEM): 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 (SEA): 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 January 1, 2015, through November 21, 2015, that includes a contract Extension Base Period, Extension Option Periods I through III, and a continuity of services contract extension. These extended performance periods are as follows:

Extension Base Period: January 1 through April 2, 2015
Extension Option Period I: April 3, 2015 – May 2, 2015
Extension Option Period II: May 3, 2015 – June 2, 2015
Extension Option Period III: June 3, 2015 – July 2, 2015
Contract Extension: July 3, 2015 – November 21, 2015

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

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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, 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. ORP's 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:

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1. Fee Determination Official:

The FDO is the ORP 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 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 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 PEM 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.

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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
- 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 working 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.

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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 a Monthly Project Review that provides interface between ORP and ATL.

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 twenty (20) calendar days after the end of an award fee evaluation period. The ORP PEM 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 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 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

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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 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 PEM.

- 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 PEB and the FDOI. The final PEB Fee Recommendation and FDO Fee Determination reports along with supporting rationale will be maintained by the ORP Contracts and Property Management Division in the official contract file.

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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 of the 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

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 PEM 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

PERFORMANCE BASED INCENTIVES AND SPECIAL EMPHASIS AREAS	VALUE (%)	Extension Base Period VALUE (\$)	Extension Option Period I VALUE (\$)	Extension Option Period II VALUE (\$)	Extension Option Period III VALUE (\$)	Contract Extension VALUE (\$)
	100%	\$ 222,503.84	\$ 75,654.91	\$ 76,721.60	\$ 77,610.36	\$ 337,274.88

PERFORMANCE BASED INCENTIVES

PERFORMANCE BASED INCENTIVES	VALUE (%)	Extension Base Period VALUE (\$)	Extension Option Period I VALUE (\$)	Extension Option Period II VALUE (\$)	Extension Option Period III VALUE (\$)	Contract Extension VALUE (\$)
PBI 1 - On-Time Delivery	25%	\$ 55,625.96	\$ 18,913.73	\$ 19,180.40	\$ 19,402.59	\$ 84,318.72
PBI 2 - Evaluations/Proficiency Tests	20%	\$ 44,500.77	\$ 15,130.98	\$ 15,344.32	\$ 15,522.07	\$ 67,454.98
PBI 3 - Maintain Holding Times	25%	\$ 55,625.96	\$ 18,913.73	\$ 19,180.40	\$ 19,402.59	\$ 84,318.72
Total PBI Fee Available	70%	\$ 155,752.69	\$ 52,958.44	\$ 53,705.12	\$ 54,327.25	\$ 236,092.42

AWARD FEE SPECIAL EMPHASIS AREAS

SPECIAL EMPHASIS AREAS	VALUE (%)	Extension Base Period VALUE (\$)	Extension Option Period I VALUE (\$)	Extension Option Period II VALUE (\$)	Extension Option Period III VALUE (\$)	Contract Extension VALUE (\$)
SEA 1 - Cost and Schedule	15%	\$ 33,375.58	\$ 11,348.24	\$ 11,508.24	\$ 11,641.55	\$ 50,591.23
SEA 2 - Analytical Performance and Data Quality	10%	\$ 22,250.38	\$ 7,565.49	\$ 7,672.16	\$ 7,761.04	\$ 33,727.49
SEA 3 - Environmental Stewardship and Compliance	5%	\$ 11,125.19	\$ 3,782.75	\$ 3,836.08	\$ 3,880.52	\$ 16,863.74
Total SEA Fee Available	30%	\$ 66,751.15	\$ 22,696.47	\$ 23,016.48	\$ 23,283.11	\$ 101,182.46

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PERFORMANCE BASED INCENTIVES (PBI)

PERFORMANCE BASED INCENTIVES	VALUE (%)	Extension Base Period VALUE (\$)	Extension Option Period I VALUE (\$)	Extension Option Period II VALUE (\$)	Extension Option Period III VALUE (\$)	Contract Extension VALUE (\$)
PBI 1 - On-Time Delivery	25%	\$ 55,625.96	\$ 18,913.73	\$ 19,180.40	\$ 19,402.59	\$ 84,318.72
PBI 2 - Evaluations/Proficiency Tests	20%	\$ 44,500.77	\$ 15,130.98	\$ 15,344.32	\$ 15,522.07	\$ 67,454.98
PBI 3 - Maintain Holding Times	25%	\$ 55,625.96	\$ 18,913.73	\$ 19,180.40	\$ 19,402.59	\$ 84,318.72
Total PBI Fee Available	70%	\$ 155,752.69	\$ 52,958.44	\$ 53,705.12	\$ 54,327.25	\$ 236,092.42

ORP will evaluate performance in each of the PBI 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.

PBI -1	On-Time Delivery	Due Date: 11/21/2015
		Value (%): 25%
		Value (\$): \$ 84,318.72
Performance Objective	ATL will provide at a minimum 85% on-time delivery of analytical deliverables 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 reported 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: 11/21/2015
		Value (%): 20%
		Value (\$): \$67,454.98
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	

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	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
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PBI -3	Maintain Holding Times	Due Date: 11/21/2015
		Value (%): 25%
		Value (\$): \$84,318.72
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% during this evaluation period.	
Performance Measure	This PBI will be measured by dividing the number of holding times met by the total number of analytical tests with holding times, for analyses performed 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 Holding Time Met % $< 85\%$ = 0% of Fee	

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SPECIAL EMPHASIS AREAS	VALUE (%)	Extension	Extension	Extension	Extension	Contract
		Base Period	Option	Option	Option	Extension
		VALUE (\$)	Period I	Period II	Period III	VALUE (\$)
			VALUE (\$)	VALUE (\$)	VALUE (\$)	VALUE (\$)
SEA 1 – Cost and Schedule	15%	\$ 33,375.58	\$ 11,348.24	\$ 11,508.24	\$ 11,641.55	\$ 50,591.23
SEA 2 – Analytical Performance and Data Quality	10%	\$ 22,250.38	\$ 7,565.49	\$ 7,672.16	\$ 7,761.04	\$ 33,727.49
SEA 3 – Environmental Stewardship and Compliance	5%	\$ 11,125.19	\$ 3,782.75	\$ 3,836.08	\$ 3,880.52	\$ 16,863.74
Total SEA Fee Available	30%	\$ 66,751.15	\$ 22,696.47	\$ 23,016.48	\$ 23,283.11	\$101,182.46

ORP will evaluate and measure performance in each of the SEAs 1 through 3, using the Performance Targets for each SEA. The Performance Targets are considered necessary to achieve the Performance Objective stated in the SEA. The evaluation will assign a Numerical Rating of 0 to 100, and corresponding Adjectival Rating, to each SEA. The Percent of Available Fee Earned awarded to that SEA 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 ORP's evaluation of the extent to which Contractor performance on that SEA favorably contributed toward achieving the desired outcome. See table on following page for definitions of adjectival ratings.

Each SEA has indicators and guidelines that are important performance considerations; however, ORP may consider any pertinent performance information related to that SEA.

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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: 11/21/2015
		Value (%): 15%
		Value (\$):\$50,591.23
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"> • Cost Control – The Contractor maintains cost control (i.e., actual costs incurred for work performed are equal to or less than the estimated costs for that work) and actively pursues cost containment and reduction through innovative approaches and management of resources. • Cost and Schedule Integrity – Identify and implement cost improvement initiatives. Provide and maintain accurate schedules of work performed and associated costs. • Contractor shall project, budget, monitor, adjust and control cost aspects that are associated with the 222-S Laboratory Analytical Services and Testing (LAS&T) contract. • Schedule – Promptness of delivery, reaction time and appropriateness of response to changes, recovery from delays, response to emergencies and other unexpected situations. 	

SEA - 2	Analytical Performance and Data Quality	Due Date: 11/21/2015
		Value (%): 10%
		Value (\$): \$33,727.49
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"> • Quality of final reporting data; measured by issues identified through review comment records, client complaints, requests for revised or corrected reports, a • nd performance evaluation samples • 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 • Maintain acceptable sample archival and sample preservation as required • Ensuring that existing and functional Government-provided instruments are properly calibrated and ready to perform analytical 	

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	work scope <ul style="list-style-type: none"> • Maintain and satisfactorily implement a QA program compliant with ATL's approved QAPD.
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SEA - 3	Environmental Stewardship and Compliance	Due Date: 11/21/2015
		Value (%): 5%
		Value (\$): \$ 16,863.74
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"> • ATL actions fully support the 222-S Lab Steward in maintaining applicable environmental permits and safety authorizations • Early identification of issues and concerns through a proactive assessment and evaluation program • Number and seriousness of any non-compliances, infractions, or violations and the timeliness and quality of related reporting and responses. • Properly manage chemicals and support the 222-S Steward's implementation of waste minimization and pollution prevention practices 	

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ATTACHMENT 2

PERFORMANCE MONITOR EVALUATION REPORT FORM

I. EVALUATION PERIOD: _____

II. DOE PERFORMANCE MONITOR:

Signature: _____ Date: _____

III. PERFORMANCE BASED INCENTIVIES (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. ORP independent and program assessments.
5. Issues and corrective action of issues

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ATTACHMENT 3

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CHANGE REQUEST			
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.: