

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE	PAGE OF PAGES 1 15
2. AMENDMENT/MODIFICATION NO. 0038	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 893040	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) WASTREN ADVANTAGE, INC. Attn: STEVE MOORE 1571 SHYVILLE ROAD PIKETON OH 45661		(x) 9A. AMENDMENT OF SOLICITATION NO.	
CODE 786467159 FACILITY CODE		9B. DATED (SEE ITEM 11)	
		x 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0003722	
		10B. DATED (SEE ITEM 13) 05/28/2015	

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 electronic communication 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 letter or electronic communication, provided each letter or electronic communication 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)
See Schedule

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 data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)
X	Contract Clause I.95, FAR 52.243-1 Changes - Fixed Price Alt 1

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 incorporate the 3rd Option Year Performance Evaluation and Measurement Plan (PEMP) into Section J, List of Attachments, of the contract.

Contract Section J, List of Attachments, Attachment J.9, Performance Evaluation and Measurement Plan, is deleted in its entirety and replaced in full to incorporate the 3rd Option Year PEMP. The revised Contract Section J.9 is attached.

All other terms and conditions remain unchanged.

Continued ...

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) Jessica Linton - Prime Contract Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Katie A. Mair	
16B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 10/15/19	16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	16C. DATE SIGNED 10/15/19

Previous edition unusable

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED
DE-EM0003722/0038

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NAME OF OFFEROR OR CONTRACTOR
WASTREN ADVANTAGE, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Payment: OR for ORP U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 6017 Oak Ridge TN 37831 Period of Performance: 09/21/2015 to 09/20/2020				

ATTACHMENT J.9 - PERFORMANCE EVALUATION AND MEASUREMENT PLAN

A. INTRODUCTION

This Performance Evaluation and Measurement Plan (PEMP) is the basis for the Laboratory Analysis and Testing Services Contract evaluation of the Contractor's performance on the Award Fee incentives and for presenting an assessment of that performance to the Fee Determining Official (FDO). It describes specific criteria and procedures used to assess the Contractor's performance and to determine the amount of fee earned. Actual performance fee determinations and the methodology for determining fee are unilateral decisions made solely at the discretion of the Government.

The intent of this Plan is to incentivize the highest levels of excellence in specific focus areas -- but not at the expense of basic schedule, safety, or technical performance. Accordingly, no fee will be paid if the Contractor's basic schedule, safety, or technical performance (contract requirements) is less than Very Good. DOE's documented basis for all award-fee determinations will include, at a minimum, a determination whether basic schedule, safety, or technical performance is at a Very Good level. This determination and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.

No Award Fee is available for performance at the Satisfactory level since the contractor is already earning normal profit in its fixed-price amount for such performance.

If the Contractor's performance is considered unacceptable in *any* area of contract performance, the FDO may, at his or her discretion, determine the Contractor's overall performance to be unacceptable and withhold the entire performance fee for the evaluation period.

B. ORGANIZATION

The award fee organization consists of: the Fee Determining Official (FDO); an Award Fee Board (AFB) that consists of the COR as chairperson; the Contracting Officer; other functional area participants; and advisor members.

C. RESPONSIBILITIES

1. Fee Determining Official. The FDO approves the award fee plan and any significant changes. The FDO reviews the recommendation(s) of the AFB, considers all pertinent data, and determines the earned award fee amount for each evaluation period.
2. Award Fee Board: Under the leadership of the AFB Chair, AFB members review performance reports and COR evaluation(s), consider all information from pertinent sources, prepare interim performance reports, and prepare the Fee Recommendation Report to be presented to the FDO. The AFB may also recommend changes to this plan.
3. AFB Recorder. The AFB recorder is responsible for coordinating the administrative actions required by the COR, the AFB and the FDO, including:
 - a. receipt, processing and distribution of reports and evaluations from all required sources;
 - b. scheduling and assisting with internal evaluation milestones, such as briefings; and
 - c. accomplishing other actions required to ensure the smooth operation of the award fee process.

4. CO. The CO is the liaison between Contractor and Government personnel and shall ensure the incentive process is properly administered in accordance with agency regulations. The CO shall also modify the contract in regards to any contractual issues that may arise during the term of the contract.
5. COR. The COR maintains written records of the Contractor's performance in their assigned evaluation area(s) so that a fair and accurate evaluation is obtained. The COR prepares interim and end-of-period evaluation reports as directed by the AFB.

D. FEE ALLOCATION

The available fee for each evaluation period is shown in Attachment 1. The fee earned will be paid based on the Contractor's performance during each evaluation period for the following incentives:

- Incentives 1 through 3: This part is based on consideration of quantitative performance measures as compared to targets specified in this PEMP. The amount of fee allocated to this part is 60% of the total.
- Incentives 4 through 8: This part is based on consideration of Contractor performance in areas that cannot be measured quantitatively, taking into account external factors and conditions. The amount of fee allocated to this part is 40% of the total.

Details are provided in Attachment 1 to the PEMP.

E. FEE EVALUATION PROCESS

The Contractor will be evaluated annually to determine eligibility for award fee.

- a. No later than ten (10) calendar days after the end of an evaluation period, the Contractor shall provide the CO with an electronic copy of the Contractor's self-assessment showing an assessment of performance against the evaluation criteria set forth in this PEMP. Where applicable, the self-assessment shall include, as an attachment, calculations showing the quantitative basis for claimed achievements.
- b. No later than twenty (20) calendar days after the end of an evaluation period, COR(S) will prepare and submit an independent assessment of Contractor performance against the evaluation criteria set forth in this PEMP. The assessment will include a validation of any supporting materials the Contractor has provided.
- c. Within approximately sixty (60) calendar days after the end of an evaluation period, the AFB will consolidate COR assessments, validations, and supporting information, and the AFB Recorder will submit an evaluation report and fee recommendation to the FDO. Because this report is pre-decisional, its contents will not be formally shared with the Contractor. If the Contractor and DOE assessments are at significant variance, then the AFB will take whatsoever actions it deems appropriate to gather additional information from the Contractor and resolve differences.

- d. Within seventy (70) calendar days after the end of an evaluation period or sixty calendar days (60) after receipt of the Contractor's self-assessment, whichever is later, the FDO will make a determination of fee earned and notify the Contractor in writing.
- e. Within thirty (30) calendar days after the FDO determination of fee earned for the evaluation period, the CO will issue a contract modification authorizing payment of the earned fee amount.

F. DOCUMENTATION

The rationale for fee payments will be documented by the AFB and the FDO. When discussions are held by the people listed in Section C above that significantly impact DOE evaluation of Contractor performance, the major conclusions of the discussion and the rationale behind them will be documented in the form of signed and dated notes, minutes, or correspondence. This documentation will be kept by the AFB Recorder until the fee payment is finalized, at which time it will be placed in the contract file of the ORP Contracts and Property Management Division along with the AFB Fee Recommendation and the FDO's Fee Determination Report.

G. COMMUNICATION

The Contractor may request informal feedback on any aspect of its performance during any interface meeting with the CO. In the spirit of open communication and shared goals, DOE will make a good faith effort to respond in a timely manner with complete and actionable advice based on currently known information.

H. FEE PLAN CHANGE PROCEDURE

The PEMP will be unilaterally established by the Government. The initial PEMP and any subsequent revisions shall be provided to the Contractor not later than thirty (30) calendar days prior to the start of the evaluation period to which the revisions apply. The PEMP may be revised unilaterally by the Government at any time during the period of performance. The Contractor may recommend changes to the CO no later than 60 days prior to the beginning of the new evaluation period.

All significant changes are approved by the FDO; however, the AFB Chairperson may approve other changes. Examples of significant changes include changing evaluation criteria, adjusting weights to redirect the Contractor's emphasis to areas needing improvement, and revising the distribution of fee dollars.

I. CONTRACT TERMINATION OR EXPIRATION

If the contract is terminated or expires prior to the end of the 12 month evaluation period, the available fee for that period shall be prorated and the amount of fee earned by the Contractor shall be determined by the FDO using the fee evaluation process described in this PEMP.

ATTACHMENT J.9.1 - DETAILED FEE PLAN

Total Award Fee Available – Third Option Year – Months 49 through 61

Total Award Fee Available	\$240,425.48	2.5% of contract price for applicable period
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Incentives Award Fee Allocation Table

Incentive	VALUE (%)	VALUE (\$)
1 - Delivery	20%	\$48,085.10
2 - Evaluations/Proficiency Tests	20%	\$48,085.10
3 - Maintain Holding Times	20%	\$48,085.10
4 - <u>Business Interfaces and Efficiency</u>	10%	\$24,042.55
5 - <u>Analytical Reporting and Data Quality</u>	10%	\$24,042.55
6 - <u>Worker Safety, Health, and Safety Culture</u>	10%	\$24,042.55
7 - <u>Environmental Stewardship and Compliance</u>	5%	\$12,021.75
8 - <u>222-S Lab Contract Transition</u>	5%	\$12,021.74
Total <u>Award</u> Fee Available	100%	\$240,425.48

Descriptions and Evaluation Criteria for Incentives 1 through 3

<u>Incentive 1</u> (See Section C.1.2.5)	Delivery	Due Date: 9/20/2020
		Value (%): 20%
		Value (\$): \$48,085.10
Performance Objective	The Contractor will provide at a minimum 95% on-time delivery of analytical deliverables due to customers during this evaluation period.	
Performance Measures/Surveillance Method	This incentive will be measured by dividing the number of on-time analytical deliverables by the total number of analytical deliverables due to customers during this evaluation period.	

Performance Target	Available <u>award</u> fee will be: Score % less than or equal to 95%, is not eligible for Fee Score % greater than 95% and less than 97%, is eligible for 50% of Fee Score % greater than or equal to 97%, is eligible for 100% of Fee
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<u>Incentive 2</u> (See Section C.2.1.4)	Evaluations/Proficiency Tests	Due Date: 9/20/2020
		Value (%): 20%
		Value (\$): \$48,085.10

Performance Objective	The Contractor shall maintain an overall average score of at least 95% for proficiency tests performed during the evaluation period.
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Performance Measure/Surveillance Method	This incentive will be measured by the percent of acceptable performance evaluation results of the total number of performance evaluation analyses performed.
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Performance Target	Available award fee will be: Score % less than or equal to 95%, is not eligible for Fee Score % greater than 95% and less than 97%, is eligible for 50% of Fee Score % greater than or equal to 97%, is eligible for 100% of Fee
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<u>Incentive 3</u> (See Section C.1.2.1)	Maintain Holding Times	Due Date: 9/20/2020
		Value (%): 20%
		Value (\$): \$48,085.10

Performance Objective	The Contractor will maintain holding time performance at greater than or equal to 95% of all samples received during this evaluation period.
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Performance Measure/Surveillance Method	This incentive 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.
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Performance Target	Available <u>award</u> fee will be: Score % less than or equal to 95%, is not eligible for Fee Score % greater than 95% and less than 97%, is eligible for 50% of Fee Score % greater than or equal to 97%, is eligible for 100% of Fee

Evaluation Methodology for Incentives 4 through 8

DOE will evaluate performance for Incentives 4 through 8 against the desired outcomes specified below. The evaluation will assign a Numerical Rating of 0 to 100 and associated adjectival rating. The numerical ratings shall correspond to the Percent of Available Fee Earned awarded to each of these incentives as shown in the Ratings and Description Chart below. Ratings shall take into account whether Contractor performance (as opposed to other factors and conditions) directly contributed to the desired outcome.

While Incentives 4 through 8 each have associated evaluation criteria and surveillance methods, DOE may consider other pertinent information in determining performance. DOE may not use all of the listed surveillance methods during any one evaluation period, but rather will select a subset of the listed surveillance methods appropriate to current priorities and concerns.

For Incentives 4 through 8, an adjectival rating below Good for total performance is a matter of concern to DOE-ORP. Although this rating represents satisfactory performance, it indicates significant room exists for improvement in quality of services delivered.

Descriptions and Evaluation Criteria for Incentives 4 through 8

<u>Incentive 4</u>	Business Interfaces and Efficiency	Due Date: 9/20/2020
		Value (%): 10%
		Value (\$): \$24,042.55
Performance Objective	The Contractor will maintain positive and effective relationships with DOE and interface partners	
Award fee evaluation criteria	<ul style="list-style-type: none"> • Service Level Agreements are implemented and updated in a timely manner to reflect changing customer baselines. • Customer (Non-TOC) costs associated with analytical work are calculated according to a clear and consistent documented basis. • Negotiations with interface partners are carried out in a spirit of cooperation and transparency, including timely submission of requests for additional data, timely counteroffers, conveying a positive and professional attitude. 	

	<ul style="list-style-type: none"> • Dispute resolution processes are robust, effective, and used appropriately. • The Contractor demonstrates sustainable reductions in use of government-furnished property, materials, and services.
Surveillance Method	<ul style="list-style-type: none"> • Check alignment between the sample receipt schedules shown in SLAs and the corresponding actuals. • Verify Contractor cost estimating procedures for reasonableness for Non-TOC customers. • Verify whether the Contractor’s cost estimating procedures were correctly used for Non-TOC customers. • Note the frequency with which inter-contractor disputes are elevated to DOE for resolution. • Check invoices submitted by TOC and MSC to see whether Contractor usage of their DOE direct funded services and materials is reasonable. • Validate Contractor claims of sustainable reductions in use of government-furnished property, materials, and services.

<u>Incentive 5</u>	Analytical Reporting and Data Quality	Due Date: 9/20/2020
		Value (%): 10%
		Value (\$): \$24,042.55
Performance Objective	The Contractor will deliver a high-quality product that meets Customer needs and provides maximum value to the Hanford site cleanup mission.	
Award fee evaluation criteria	<ul style="list-style-type: none"> • Quality of reporting measured by issues identified through customer feedback which includes: review comment records, complaints, and requests for revised or corrected reports. • The number and seriousness of quality issues associated with analytical data and the effectiveness and speed with which they are resolved. • Appropriateness of sample archival and sample preservation activities to meet customer and site needs. • Effective implementation of compliant QA processes including a proactive QA assessment and evaluation program. 	
Surveillance Method	<ul style="list-style-type: none"> • Solicit input from customers on the quality of Contractor analytical services. • Consider review comment records, complaints, and requests for revised and corrected reports. • Check sample archiving to determine whether appropriate protocols are being observed for sample preservation. 	

	<ul style="list-style-type: none"> • Observe Laboratory activities and note any procedural non-compliances. • Audit the Contractor’s QA program.
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<u>Incentive 6</u>	Worker Safety, Health, and Safety Culture	Due Date: 9/20/2020
		Value (%): 10%
		Value (\$): \$24,042.55
Performance Objective	Workers at the 222-S Laboratory are protected from health and safety hazards, and are encouraged to raise health and safety concerns without fear of retaliation.	
Award fee evaluation criteria	<ul style="list-style-type: none"> • Issue identification is encouraged, and tracked in an issues management system. Resolution is timely, effective, and prevents negative impact to personnel safety. • Clear, timely, and effective communication to workers about hazards and avenues available for raising safety and health concerns. • Actions and plans by Contractor management and its workforce to continuously improve worker safety, health, and safety culture. • Prompt and accurate reporting on work-related injuries, illnesses, and exposures among Contractor employees. • Effectiveness of processes defined in the Contractor’s Integrated Safety Management System. 	
Surveillance Method	<ul style="list-style-type: none"> • Review the Contractor’s VPP/Safety Improvement Plan, Performance Objectives, Measures, and Commitments (POMC), and their completion status. • Monitor the Contractor’s issue management system and other activities to identify and correct safety and health issues. • Monitor Management response to and reporting of worker injuries, illnesses, and exposures, including any corrective actions. • Monitor Contractor compliance with safety and health regulations. • Review the results of any safety culture surveys and assessments (internal and external) of Contractor staff performed during the evaluation period. • Observe communications with workers to see whether safety messages are consistent and effective. 	

<u>Incentive 7</u>	Environmental Stewardship and Compliance	Due Date: 9/20/2020
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		Value (%): 5%
		Value (\$): \$12,021.75
Performance Objective	The Contractor will demonstrate sound Environmental Stewardship and Compliance	
Award fee evaluation criteria	<ul style="list-style-type: none"> • Contractor actions fully support the TOC and MSC in maintaining applicable environmental permits and implementing waste minimization and pollution prevention practices • 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. • Compliance with requirements for management of chemicals. 	
Surveillance Method	<ul style="list-style-type: none"> • Solicit TOC input on the effectiveness of Contractor support in environmental stewardship and compliance. • Review Contractor self-assessments of environmental compliance and waste management activities. • Observe waste management practices and note any non-compliances with procedures and environmental regulations. • Note the number and seriousness of any non-compliances, infractions, or violations and the timeliness and quality of related reporting and responses. • Observe whether the Contractor’s chemical management practices are in compliance with procedures and environmental regulations. 	

<u>Incentive 8</u>	<u>222-S Lab Contract Transition</u>	Due Date: 9/20/2020
		Value (%): 5%
		Value (\$): \$12,021.75
Performance Objective	Conduct a smooth 100-day transition of full responsibility to execute the 222-S Laboratory Analysis and Testing Services to the new 222-S Laboratory Contract that maintains continuity of operations and avoids or minimizes disruptions to accomplish the DOE-ORP mission.	
Award fee evaluation criteria	<ul style="list-style-type: none"> • Immediate engagement with the new 222-S Laboratory Contractor upon contract award including transition meetings at least weekly with ORP and the new 222-S Laboratory Contractor to ensure seamless transition. • Adherence to the Transition Plan. 	

	<ul style="list-style-type: none">• Transition Completion Criteria that documents transition verification checklists between ORP, WAI and the new 222-S Laboratory Contractor that confirms all transition activities are complete to the satisfaction of each party.
Surveillance Method	<ul style="list-style-type: none">• Solicit TOC input on the effectiveness of Contractor support in transition to the new 222-S Laboratory Contractor.• Review transition verification checklists to confirm completion of transition.• Review Contractor self-assessments of transition to the new 222-S Laboratory Contractor.

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 in the aggregate 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 in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.	25% to 50%
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 in the aggregate as defined and measured against the award-fee plan for the award-fee evaluation period.	0%

CONTRACTOR PERFORMANCE EVALUATION REPORT

Calculations: For Incentives 1 through 3, percent of fee earned is calculated according to the instructions provided in each incentive’s description and applied to the corresponding value in the Incentives Award Fee Allocation table. For Incentives 4 through 8, the assigned rating is converted to a percent according to the Ratings and Definitions Chart and then multiplied by the value provided in the Incentives Award Fee Allocation Table. Fees for the eight incentives are summed to produce the total fee earned. A sample evaluation form is shown on the next page.

PEMP EVALUATION SCORE CARD EXAMPLE

PERIOD FROM _____ TO _____ CONTRACT NO. _____
 CONTRACTOR _____ DATE OF REPORT _____
 BOARD MEMBERS _____

INCENTIVES 1 THROUGH 3

	Score	Percent of fee	Amount of fee
INCENTIVE 1 - DELIVERY	_____ %	_____ % x (TBD) =	\$ _____
INCENTIVE 2 - EVALUATIONS/PROFICIENCY TESTS	_____ %	_____ % x (TBD) =	\$ _____
INCENTIVE 3 - MAINTAIN HOLDING TIME	_____ %	_____ % x (TBD) =	\$ _____
INCENTIVES 1 THROUGH 3 SUBTOTAL			\$ _____

INCENTIVES 4 THROUGH 8

	Assigned Numerical Rating	Percent of fee	Amount of fee
INCENTIVE 4 - BUSINESS INTERFACE AND EFFICIENCY	_____	_____ % x (TBD) =	\$ _____
INCENTIVE 5 - ANALYTICAL REPORTING AND DATA QUALITY	_____	_____ % x (TBD) =	\$ _____

INCENTIVE 6 - WORKER SAFETY, HEALTH, AND SAFETY CULTURE _____ % x (TBD) \$ _____
=

INCENTIVE 7 - STEWARDSHIP AND COMPLIANCE _____ % x (TBD) \$ _____
=

INCENTIVE 8 - CONTRACT TRANSITION _____ % x (TBD) \$ _____
=

INCENTIVES 4 THROUGH 8 SUBTOTAL \$ _____

TOTAL FEE EARNED \$ _____

Chairperson Signature _____ Date signed _____