

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1   1
2. AMENDMENT/MODIFICATION NO. 0085	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY NNSA M&O Contracting Branch NA-APM-131 Albuquerque Complex P.O. Box 5400 Albuquerque NM 87185-5400	CODE 892332	7. ADMINISTERED BY (If other than Item 6) NNSA Nevada Field OFC NA-00-NV P.O. Box 98518 Las Vegas NV 89193-8518	CODE 05002
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Mission Support And Test Services LLC PO Box 98521 M/S NLV019 Las Vegas NV 89193		(x)	9A. AMENDMENT OF SOLICITATION NO.
CODE 080083514		FACILITY CODE	9B. DATED (SEE ITEM 11)
		x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-NA0003624
			10B. DATED (SEE ITEM 13) 05/12/2017

**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)

**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:
X	D. OTHER (Specify type of modification and authority) Various Administrative Changes

**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 add the FY2021 Strategic Partnership Projects Cost and Fee, update various clauses in Section I, and update/revise Appendices B, F, H, and I as set forth in Attachment 1 to this modification.

See Page 2

Payment:

Period of Performance: 06/07/2017 to 11/30/2022

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) <b>Mark W. Martinez</b> Digitally signed by Mark W. Martinez Date: 2020.10.13 14:58:54 -07'00'	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Darby A. Dieterich
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA <b>Darby A. Dieterich</b> Digitally signed by Darby A. Dieterich Date: 2020.10.13 15:56:45 -07'00'	16C. DATE SIGNED
(Signature of Contracting Officer)	

Previous edition unusable

The following changes are made as a result of this modification:

- I. PART I – *The Schedule*, SECTION B – *Supplies or Services and Prices/Costs*, Clause B-2, *CONTRACT TYPE AND VALUE*, Paragraph (c), Table 2 – CLIN 0002 Strategic Partnership Projects (SPP), is modified to add the FY2021 Estimated Cost and Fixed Fee amounts as follows:

Contract Period	Estimated Cost	Fixed Fee	Estimated Cost + Fixed Fee
Base Term (October 1, 2020 - September 30, 2021)	\$51,798,561	\$ 2,201,439	\$ 54,000,000

- II. PART II – *Contract Clauses*, SECTION I – *Contract Clauses*, is modified as follows:

1. The TABLE OF CONTENTS is modified by updating the “Date of Clause” for Clause I-1B as set forth below.

I-1B FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)

2. PARAGRAPH A. – *FAR Clauses Incorporated by Reference*, is modified by updating the “Date of Clause” for the clauses set forth in the table below.

FAR NUMBER	CLAUSE TITLE <i>(Any insertions appear below the title in italics)</i>	DATE OF CLAUSE
52.203-6	Restrictions on Subcontractor Sales to the Government	Jun 2020
52.203-7	Anti-Kickback Procedures	Jun 2020
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	Jun 2020
52.203-13	Contractor Code of Business Ethics and Conduct	Jun 2020
52.203-14	Display of Hotline Poster(s) <i>(b)(3) Required poster is: ‘DOE Hotline Poster</i> <a href="http://energy.gov/ig/downloads/office-inspector-general-hotline-poster">http://energy.gov/ig/downloads/office-inspector-general-hotline-poster</a> <i>’</i>	Jun 2020
52.203-16	Preventing Personal Conflicts of Interest (CLASS DEVIATION MAR 2018)	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	Jun 2020

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	Jun 2020
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	Jun 2020
52.210-1	Market Research	Jun 2020
52.215-2	Audit and Records -- Negotiation	Jun 2020
52.215-12	Subcontractor Certified Cost or Pricing Data	Jun 2020
52.215-13	Subcontractor Certified Cost or Pricing Data -- Modifications	Jun 2020
52.215-23	Limitations on Pass-Through Charges	Jun 2020
52.219-9	Small Business Subcontracting Plan, <i>Alt II (Nov 2016)</i>	Jun 2020
52.222-17	Nondisplacement of Qualified Workers	Jun 2020
52.222-35	Equal Opportunity for Veterans	Jun 2020
52.222-36	Equal Opportunity for Workers With Disabilities	Jun 2020
52.222-37	Employment Reports on Veterans	Jun 2020
52.223-15	Energy Efficiency in Energy-Consuming Products	May 2020
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	Jun 2020
52.230-2	Cost Accounting Standards	Jun 2020
52.244-2	Subcontracts, Alternate I (Jun 2020)	Jun 2020
52.244-6	Subcontracts for Commercial Items	Aug 2020

**3. PARAGRAPH C. – FAR AND DEAR CLAUSES INCORPORATED IN FULL TEXT, is modified by updating Clause I-1B as set forth below.**

**I-1B FAR 52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (AUG 2020)**

(a) *Definitions.* As used in this clause—

*Backhaul* means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

*Covered foreign country* means The People's Republic of China.

*Covered telecommunications equipment or services* means—

- (1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);
- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and

telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

*Critical technology* means—

(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

*Interconnection arrangements* means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (*e.g.*, connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

*Reasonable inquiry* means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

*Roaming* means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

*Substantial or essential component* means any component necessary for the proper function or performance of a piece of equipment, system, or service.

(b) *Prohibition.*

(1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#).

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR [4.2104](#). This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) *Exceptions.* This clause does not prohibit contractors from providing—

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) *Reporting requirement.*

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by

any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause

(i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

**III. PART III – *List of Documents, Exhibits, and Other Attachments*, SECTION J – *List of Attachments*, is modified as follows:**

- 1. APPENDIX B, PERFORMANCE EVALUATION & MANAGEMENT PLAN (PEMP), is modified by deleting the existing plan and inserting the FY2021 PEMP included as Attachment 2 to this modification.**

**2. APPENDIX F – List of Applicable Directives, is modified as set forth below.**

**A. Delete the following directives:**

DIRECTIVE NUMBER			DATE	DIRECTIVE TITLE
DOE	O	140.1	5/14/2018	Interface with the Defense Nuclear Facilities Safety Board
DOE	O	227.1A	12/21/2015	Independent Oversight Program
NFO	O	421.X1 Rev 1	4/18/2017	Nuclear Facility Safety Management
DOE	O	452.2E	1/26/2015	Nuclear Explosive Safety
DOE	O	452.7	5/14/2010	Protection of Use Control Vulnerabilities and Designs

**B. Add the following directives:**

DIRECTIVE NUMBER			DATE	DIRECTIVE TITLE	MOD #
DOE	O	140.1A	6/15/2020	Interface with the Defense Nuclear Facilities Safety Board	0085
DOE	O	227.1A Chg 1	1/21/2020	Independent Oversight Program	0085
NFO	O	421.X1 Rev 2	5/4/2020	Nuclear Facility Safety Management NOTE: <i>Full implementation to be accomplished no later than January 31, 2021 for CRD paragraphs 1. and 5a.</i>	0085
DOE	O	452.2F	7/27/2020	Nuclear Explosive Safety NOTE: <i>Full implementation to be accomplished no later than January 31, 2021</i>	0085
DOE	O	452.7 Chg 1 (Admin Chg)	5/29/2020	Protection of Use Control Vulnerabilities and Designs	0085
NNSA	SD	471.6	12/26/2019	Operations Security Program NOTE: <i>Full implementation of CRD paragraphs 5.b. and 5.m will be accomplished upon receipt of additional funding to support the hiring of an additional FTE</i>	0085

**C. In order to correct an administrative error when the directive was last updated, the entry for DOE O 443.C is changed to read as follows:**

DIRECTIVE NUMBER			DATE	DIRECTIVE TITLE	MOD #
DOE	O	443.1C	11/26/2019	Protection of Human Research Subjects	0085

**D. In order to administratively correct the date of the directive and to remove an unneeded implementation annotation, the entry for DOE O 144.1 Admin Chg 1 is changed to read as follows:**

DIRECTIVE NUMBER			DATE	DIRECTIVE TITLE	MOD #
DOE	O	144.1 Admin Chg 1	11/06/2009	Department of Energy American Indian Tribal Government Interactions and Policy	0085

**3. APPENDIX H – KEY PERSONNEL, is modified by deleting the existing table and inserting the table below.**

Name	Position
Mark Martinez	President
Roger Rocha	Vice President & Chief Operating Officer
J.C. Wallace	Senior Director, Stockpile Experimentation and Operations (SEO)
Bart Jones	Senior Director, Global Security
Dave Corbett	Senior Director, Infrastructure
Doug Dearolph	Senior Director, Mission Assurance and SIE
David Feather	Senior Director, Business Operations
Mark J. Krauss	Senior Director, Stockpile Operations & EM Program
Craig Wuest	Senior Director, Mission Development

**4. APPENDIX I – *Small Business Subcontracting Plan and Small Business Participation*, is modified by deleting the Base Contract Term YEAR 4 information contained in the *Subcontracting Plan Template* and replacing it with the text and table set forth below.**

**Base Contract Term YEAR 4: 01-OCT-2020 THROUGH 30-SEPT-2021**

Approximate Contract Period Value: \$426,647,644.00

Total Value of all planned subcontracting: \$200,000,000.00

Base Contract Period	(%) Total Planned Subcontracting dollars	(%) Total Contract Dollars <i>(If required by CO)</i>	Notes
s. SB:	72%	28%	(Includes HUBZone SB, SDB, WOSB, VOSB, SDVOSB, ANCs, and Indian tribes when applicable.)
t. VOSB:	12%	5%	
u. SDVOSB:	4%	2%	
v. HUBZone:	3%	1%	
w. SDB:	10%	4%	(Includes ANCs and Indian tribes)
x. WOSB:	10%	4%	



No other changes are made as a result of this modification. All other terms and conditions remain unchanged.

**(END OF MODIFICATION)**

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**Fiscal Year 2021  
DOE/NNSA Strategic Performance Evaluation and Measurement Plan (PEMP)**

**Mission Support & Test Services, LLC**

**MANAGEMENT AND OPERATION OF THE**

**Nevada National Security Site**

**Contract Number: DE-NA0003624**

**Performance Evaluation Period: October 01, 2020 through September 30, 2021**

**Mark W.  
Martinez**

Digitally signed by  
Mark W. Martinez  
Date: 2020.09.08  
09:57:51 -07'00'

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Mark W. Martinez                      Date  
President  
Mission Support & Test Services, LLC

**David R.  
Bowman**

Digitally signed by David R.  
Bowman  
Date: 2020.09.18 08:06:54 -07'00'

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David R. Bowman                      Date  
Acting Field Office Manager  
Nevada Field Office  
National Nuclear Security Administration

**Darby A.  
Dieterich**

Digitally signed by Darby A.  
Dieterich  
Date: 2020.09.21 07:56:44  
-07'00'

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Darby A. Dieterich                      Date  
Contracting Officer  
Nevada Field Office  
National Nuclear Security Administration

September 2, 2020

**FY 2021 PERFORMANCE EVALUATION AND MEASUREMENT PLAN**

**DOCUMENT REVISION HISTORY**

<b>Revision</b>	<b>Date</b>	<b>Change Description</b>
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## INTRODUCTION

The Nevada National Security Site (NNSS) is a site owned by the United States Government, under the custody of the Department of Energy (DOE), herein referenced as “NNSS,” and is managed and operated by Mission Support & Test Service, LLC (MSTS). Pursuant to the terms and conditions of the Contract, this NNSA Performance Evaluation and Measurement Plan (PEMP) sets forth the criteria by which NNSA will evaluate MSTS’ performance and upon which NNSA shall determine of the amount of award fee earned. The available award fee amounts for FY 2021 are specified in Section B, *Supplies or Services and Prices/Costs*, of the Contract. This PEMP promotes a strategic Governance and Management Framework in support of the NNSA’s Strategic Vision. The significant challenges of this Vision requires MSTS’ performance in meeting mission milestones of key mission objectives and support in addressing significant management challenges identified by NNSA.

## PERFORMANCE BASED APPROACH

The performance-based approach evaluates the MSTS performance through a set of Goals. Each Goal, and its associated Objectives and Key Outcomes (KOs), will be measured against authorized work in terms of cost, schedule, and technical performance, and the respective outcomes, demonstrated performance, and impact to the DOE/NNSA mission.

## MISSION

MSTS shall provide support and infrastructure for experiments and activities at the NNSS and satellite facilities. MSTS shall be responsible for a wide range of activities in support of DOE/NNSA missions that include the following: nuclear explosives operations; remote field experiments and operations; physical and environmental science; nuclear waste management systems and technology; design and fabrication of electronic, mechanical, and structural systems; remote and robotic sensing; management of multi-laboratory facilities, mining, engineering, and construction operations; chemical, explosives, and hazardous materials systems and technologies; intelligence-related work; and waste management for various categories of waste. MSTS shall be responsible for a wide-range of facilities, laboratories, and equipment that support the custom design, construction, and fielding of experimental systems ranging from small electronic and remote sensing packages to fielding complex systems in hostile environments for use anywhere in the world.

## MISSION PERFORMANCE

MSTS is accountable for and will be evaluated on successfully executing program work in accordance with applicable DOE/NNSA safety and security requirements consistent with the terms and conditions of the Contract. Protection of worker and public safety, the environment, and security are essential and implicit elements of successful mission performance. Accordingly, MSTS shall plan safety and security improvements and accomplishments as an integral component of mission performance contributing to meeting the affected programmatic Goals. The model for this PEMP is to rely on MSTS leadership to use appropriate DOE contractual requirements and recognized industrial standards based on consideration of assurance systems, and the related measures, metrics, and evidence. **MSTS is expected to manage in a safe, secure, efficient, effective, results-driven manner, with appropriate risk management and transparency to the government, while taking appropriate measures to minimize costs that do not compromise core objectives and mission performance.** Products and services are expected to be delivered on-schedule and within budget.

## CONSIDERATION OF CONTEXT IN PERFORMANCE EVALUATION

The evaluation of performance will consider “context” such as unanticipated barriers (e.g., budget restrictions, rule changes, circumstances outside MSTS’ control), degree of difficulty, significant accomplishments, and other events that may occur during the performance period. A significant safety or security event may result in an overall limitation to adjectival ratings. Such impacts may be balanced by the response to the incident, and by other initiatives to improve overall safety or security performance. MSTS is encouraged to note significant safety and security continuous improvements.

## PERFORMANCE RATING PROCESS

DOE/NNSA will review performance throughout the performance evaluation period, and provide tri-annual feedback to MSTS highlighting accomplishments and/or issues. At the end of the performance evaluation period, an evaluation of MSTS’ performance will be completed based on contractor oversight against the criteria in the PEMP. Sources of oversight data include, but are not limited to, DOE/NNSA formal assessments, contractor self-assessments, internal and external audits, inspections, program and project reviews, operational awareness activities, contractor assurance system, etc.

This evaluation will be documented in a Performance Evaluation Report (PER) and will include the performance ratings and award fee earned for the subject performance evaluation period. Objectives and KOs (if any) will be assessed in the aggregate to determine an adjectival performance rating for each Goal. DOE/NNSA will consider MSTS’ end of year self-assessment report in the performance evaluation. The performance ratings will be determined in accordance with FAR 16.401(e) (3) yielding ratings of Excellent, Very Good, Good, Satisfactory, or Unsatisfactory. The Goals will then be considered in the aggregate to provide an overall rating and percentage of award fee earned for the contract.

Notwithstanding the overall strategic framework, any significant failure in any goal may impact the overall rating and award fee earned. **Dollar values contained in the PEMP are provided as guidelines for developing a recommendation of fee allocation to the Fee Determining Official (FDO). The final determination as to the amount of fee earned is a unilateral determination made by the FDO.**

MSTS may request a face-to-face meeting with the FDO to highlight its strategic performance at the end of the performance evaluation period. This meeting should occur within the first two weeks after the end of the period.

## PEMP CHANGE CONTROL

It is essential that a baseline of performance expectations be established at the beginning of the performance period to equitably measure performance, and that changes to that baseline are carefully managed. Any change to the PEMP requires concurrence by the appropriate program office and the NNSA Senior Procurement Executive prior to the Field Office Manager and Contracting Officer signatures. While recognizing the unilateral rights of DOE/NNSA as expressed in the contract terms and conditions, bilateral changes are the preferred method of change whenever possible.

### FEE ALIGNMENT AND “AT-RISK” AWARD FEE ALLOCATION

**This table is provided for information only and does not change the terms and conditions of the contract.** “At-Risk” Award Fee (AF) is applied to goals 1, 2, 5, and 6 and *Fixed Fee (FF)* is applied to goals 3 and 4. Goal 3 displays total estimated fee attributable to DOE work. The sum of dollars available for goals 1, 2, 5, and 6 equals total AF for both DOE and NNSA work. The dollars available for goal 4 is the total FF for both DOE and NNSA work. All goals, including those with FF, will receive an adjectival assessment as a part of the Corporate Performance Evaluation Process (CPEP).

#### Fixed Fee (FF), Award Fee (AF), SPP Fixed Fee (SPP FF)

Goal	Fee Amount	Fee Type
<b>Goal-1:</b> Mission Execution: Nuclear Weapons	\$ 5.633M	Award Fee (At-Risk)
<b>Goal-2:</b> Mission Execution: Global Nuclear Security	\$ 3.754M	Award Fee (At-Risk)
<b>Goal-3:</b> DOE and Strategic Partnership Projects (SPP)	*DOE – TBD SPP - TBD	*DOE – (FF + AF) SPP – Fixed Fee
<b>Goal-4:</b> Mission Execution: Science, Technology, and Engineering (ST&E)	\$ -0-	Fixed Fee
<b>Goal-5:</b> Mission Enablement	\$ 5.633M	Award Fee (At-Risk)
<b>Goal-6:</b> Mission Leadership	\$3.754M	Award Fee (At-Risk)

*\*Display of total estimated fee attributable to DOE work.*

*The amounts are based on estimated values for FY2021 and could change slightly as actual values for various categories of work are established with FY2021 budgets.*

### UNEARNED FEE

DOE/NNSA reserves the right to withdraw and redistribute DOE/NNSA unearned fees.

### AWARD TERM INCENTIVE (N/A)

### INNOVATIVE SOLUTIONS

MSTS will recommend innovative, technology/science-based, systems-engineering solutions to the most challenging problems that face the nation and the globe. MSTS will also provide evidence to support programmatic needs and operational goals tempered by risk. DOE/NNSA will take into consideration all major functions including safety and security contributing to mission success. In addition, DOE/NNSA expects MSTS to recommend and implement innovative business and management improvement solutions that enhance efficiencies.

## **Goal-1: Mission Execution: Nuclear Weapons**

Successfully execute the cost, scope, and schedule of the Nuclear Stockpile mission work for Defense Programs work in a safe and secure manner in accordance with DOE/NNSA priorities, Work Authorizations, and Execution/Implementation Plans.

### Objectives:

- Objective-1.1: Complete programs work requirements and activities that 1) integrate quality requirements into an effective quality assurance site-wide program; 2) and maintain resilient supplier base; 3) improve modeling and analysis capabilities to accurately measure production; 4) improve production capability, material accountability, quality, and cost per unit work performance; 5) implement measures for improving responsiveness and resilient of required production capabilities; 6) meet transportation requirements; and, 7) execute design, development, production and delivery in a safe, secure, reliable, and cost effective environment.
- Objective-1.2: Execute production modernization processes and activities to sustain and improve production capabilities, equipment, and infrastructure for 1) War Reserve (WR) production site-to-site interface controls; 2) components (primary, secondary, non-nuclear) modernization and production; 3) strategic materials capabilities and productions; and 4) improve safety margins, technology maturation strategies, and qualification, logistics, and security plans collaboratively across the NSE.
- Objective-1.3: Provide the knowledge and expertise to maintain confidence in the nuclear stockpile without additional nuclear explosive testing by developing, maturing, and applying innovative strategies and technologies to sustain a robust stockpile and improve science and engineering capabilities, facilities and essential skills to support existing and future nuclear security enterprise requirements.
- Objective-1.4: Execute stockpile system maintenance, production, limited-life component exchanges, weapon containers, surveillance, assessment, development studies/capability improvements, weapon program planning/support and dismantlement and disposition activities to meet DoD commitments and deliver the annual stockpile assessment.
- Objective-1.5: Work as a team on stockpile modernization program scope to 1) build margin in program delivery schedules that lower risk to achieving First Production Unit (FPU), Initial Operational Capability (IOC), and Final Operational Capability (FOC); 2) improve manufacturability and supply chain execution; and 3) control costs.

### Key Outcome(s):

- KO 1.1 TRIAD, LLNS, NTESS, and MSTs will collaborate to execute subcritical experiments to provide data relevant to improving our predictive capability and for certification of the current and future stockpile.

## **Goal-2: Mission Execution: Global Nuclear Security**

Successfully execute the cost, scope, and schedule of the authorized global nuclear security mission work in a safe and secure manner to include the Defense Nuclear Nonproliferation, Nuclear Counterterrorism and Counterproliferation, and Incident Response missions in accordance with DOE/NNSA priorities, Work Authorizations, and Execution/Implementation Plans,

### Objectives:

- Objective-2.1 Support efforts to secure, account for, and interdict the illicit movement of nuclear weapons, weapons-useable nuclear materials, and radiological materials.
- Objective-2.2 Support U.S. national and nuclear security objectives in reducing global nuclear security threats through the innovation of unilateral and multi-lateral technical capabilities to detect, identify, and characterize: 1) foreign nuclear weapons programs, 2) illicit diversion of special nuclear materials, and 3) global nuclear detonations.
- Objective-2.3 Support efforts to achieve permanent threat reduction by managing and minimizing excess weapons-useable nuclear materials and providing nuclear materials for peaceful uses.
- Objective-2.4 Support efforts to prevent proliferation, ensure peaceful nuclear uses, and enable verifiable nuclear reductions in order to strengthen the nonproliferation and arms control regimes.
- Objective-2.5 Sustain and improve nuclear counterterrorism and counterproliferation science, technology, and expertise; execute unique emergency response missions, implement policy in support of incident response and nuclear forensics missions, and assist international partners/organizations.

### Key Outcome(s):

- KO 2.1 Sustain Field Operations – Support all Nuclear Emergency Support Team (NEST) objectives by maintaining the capability to deploy technically trained staff, as well as train, provide watch-bill support, organize, and equip the NEST field elements.



### **Goal-3: DOE and Strategic Partnership Projects Mission Objectives**

Successfully execute high-impact work for DOE and Strategic Partnership Project Mission Objectives safely and securely. Demonstrate the value of the work in addressing the strategic national security needs of the U.S. Government.

#### Objectives:

- Objective-3.1 Pursue and perform high-impact work for DOE that strategically integrates with the DOE/NNSA mission, and leverages, sustains and strengthens unique science and engineering capabilities, facilities, and essential skills.
  
- Objective-3.2 Pursue and perform high-impact Strategic Partnership Projects that strategically integrates with the DOE/NNSA mission, and leverages, sustains and strengthens unique science and engineering capabilities, facilities, and essential skills in support of national security mission requirements.

## **Goal-4: Mission Execution: Science, Technology, and Engineering (ST&E)**

Successfully advance national security missions and advance the frontiers of ST&E. Effectively manage Site Directed Research and Development (SDRD) and Technology Transfer, etc. in a safe and secure manner in accordance with DOE/NNSA priorities, Work Authorizations, and Execution/Implementation Plans.

### Objectives:

- Objective-4.1 Execute a research strategy that is clear and aligns discretionary investments (e.g., SDRD with NNSS' strategy and supports DOE/NNSA priorities.)
- Objective-4.2 Ensure that research is relevant, enables the national security missions, and benefits DOE/NNSA and the nation.
- Objective-4.3 Ensure that research is transformative, innovative, leading edge, high quality, and advances the frontiers of science and engineering.
- Objective-4.4 Maintain a healthy and vibrant research environment that enhances technical workforce competencies and research capabilities.
- Objective-4.5 Research and develop high-impact technologies through effective partnerships and technology transfer mechanisms that support the NNSS' strategy, DOE/NNSA priorities and impact the public good; ensure that reporting and publishing (via DOE's Public Access Plan) requirements for broad availability of federally funded scientific research are implemented.

## Goal 5: Mission Enablement

Effectively and efficiently manage the safe and secure operations of the NNSA in accordance with cost, scope and schedule while maintaining an NNSA enterprise-wide focus; demonstrating accountability for mission performance and management controls; successfully executing cyber, technical, informational, and physical security requirements, and assure mission commitments are met with high-quality products and services while partnering to improve the site infrastructure. Performance will be measured by the contractor's assurance system, NNSA metrics, cost control, business and financial operations, project baselines, implementation plans, assessment and audit results, etc., with a focus on mission enablement.

### Objectives:

- Objective-5.1 Deliver effective, efficient, and responsive environment, safety, health and quality (ESH&Q) management and processes.
- Objective-5.2 Execute design and construction projects to achieve the scope on schedule and on budget with no significant quality or safety issues while partnering with NNSA to achieve balanced cost and schedule risk through effective acquisition approaches and processes.
- Objective-5.3 Deliver effective, efficient, and responsive safeguards and security.
- Objective-5.4 Manage NNSA infrastructure to maintain, operate and modernize DOE/NNSA facilities, infrastructure, and equipment in an effective, energy efficient, resilient manner that minimizes operational, security, and safety risks. Improve site conditions via: 1) disposition of unneeded infrastructure and excess hazardous materials, 2) increasing the viable use of facilities and equipment, and 3) delivering cost efficient improvements, and 4) focus on the amount of predictive/preventive maintenance work being performed to reduce corrective maintenance and risks of disruption to mission operations. Demonstrate progress to advance the Department of Energy's crosscut initiative to halt the growth of deferred maintenance and support arresting the declining state of infrastructure while working collaboratively with NNSA to implement management improvements (e.g., G2, MDI, BUILDER, and AMPs). Improve progress and results in meeting NNSA's sustainability goals with a focus on maximizing energy efficiency for enduring infrastructure and supporting the use of Energy Savings Performance Contracts and Utility Energy Service Contracts.
- Objective-5.5 Deliver efficient, effective, responsible and transparent financial management operations and systems including financial integration reporting; budget formulation and execution; and internal controls.
- Objective-5.6 Deliver efficient and effective management of legal risk and incorporation of best legal practices.
- Objective-5.7 Deliver effective, efficient, and responsive information technology systems and cybersecurity that provides for a comprehensive mission and functional area delivery through the completion of the implementation factors established in the NA-IM IT and Cybersecurity Program Execution Guidance.
- Objective-5.8 Deliver effective, efficient, and responsive site emergency management programs in support of the DOE/NNSA Emergency Management Enterprise.

Objective-5.9 Deliver efficient, effective, and compliant business operations including, but not limited to, procurement, human resources, and property systems, in support of NNSA missions. Focus areas to include: major acquisitions; subcontractor evaluation, selection, and management; achievement of small business and socioeconomic goals; support provided to the NSE Workforce Recruitment Strategy; strategic management of integrated recruiting, retention, and diversity programs; and cost effective compensation and benefits programs.

Key Outcome(s):

- KO 5.1 Plan and execute projects, including the MSTs assigned projects in the Enhanced Capabilities for Subcritical Experiments portfolio and the U1a Complex Enhancements Project, in accordance with scope, cost, and schedule baselines. Emphasis will be placed on risk management, resource utilization, cost estimation, cross-functional communication, effective procurement, cost control, quality, and integration of safety and security practices into all project aspects.
- KO 5.2 Negotiate in good faith to successfully conclude an agreement on a firm fixed price contract baseline for the 138kV project.
- KO 5.3 Authorization Basis  
Develop, manage and implement the NNSA authorization basis process for work performed by the NvE (e.g., General Use & Operations, Siting & Screening, REOP, nuclear safety basis, security, emergency management, and environmental & waste compliance processes) using a quality assurance process that promotes efficiency and increases the likelihood of successfully delivering on goals and objectives with minimal rework.

## **Goal-6: Mission Leadership**

Successfully demonstrate leadership in supporting the direction of the overall DOE/NNSA mission, cultivating a Performance Excellence Culture that encompasses all aspects of operations and continues to emphasize safety and security, improving the responsiveness of MSTs' leadership team to issues and opportunities for continuous improvement internally and across the Enterprise, and parent company involvement/commitment to the overall success of the NNSA and the Enterprise.

### Objectives:

- Objective-6.1 Define and implement a realistic strategic vision for the NNSA, in alignment with the NNSA Strategic Vision, which demonstrates enterprise leadership and effective collaborations across the NNSA enterprise to ensure DOE/NNSA success.
  
- Objective-6.2 Demonstrate performance results through the institutional utilization of a Contractor Assurance System and promoting a culture of critical self-assessment, transparency, and accountability through the entire organization, while also leveraging parent company resources and expertise.
  
- Objective-6.3 Demonstrate collaborative activities/deliverables to other partners that provide tangible benefits to reducing the risk meeting Goal 1 requirements. This includes—1) Develop, integrate, communicate and implement enterprise-wide plans; 2) provide solutions and actions that improve Design Agency and Production Agency teaming; 3) drive cultural changes with measureable and sustainable improvements; 4) optimize make/buy decisions and processes to qualify in-house and COTS components; 5) plan, manage, and execute small projects critical to mission success; and, 6) achieve life cycle efficiencies throughout the DOE/NNSA complex.
  
- Objective-6.4 Exhibit professional excellence in performing roles/responsibilities while pursuing opportunities for continuous learning and demonstrated improvements.

**FAR 16.401 (e) (3) AWARD FEE ADJECTIVAL RATINGS AND SUPPLEMENTAL DEFINITIONS**

Excellent	91%-100%	<p>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.</p> <p><i>This performance level is evidenced by at least one significant accomplishment, or a combination of accomplishments that significantly outweigh very minor issues, if any. No significant issues in performance exist.</i></p>
Very Good	76% - 90%	<p>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.</p> <p><i>This performance level is evidenced by accomplishments that greatly outweigh issues. No significant issues in performance exist.</i></p>
Good	51% - 75%	<p>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 criteria in the award-fee plan for the award-fee evaluation period.</p> <p><i>This performance level is evidenced by accomplishments that slightly outweigh issues. No significant issues in performance exist.</i></p>
Satisfactory	No greater than 50%	<p>Contractor 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.</p> <p><i>This performance level is evidenced by issues that slightly outweigh accomplishments.</i></p>

Unsatisfactory	0%	<p>Contractor has failed to meet 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.</p> <p><i>This performance level is evidenced by issues that significantly outweigh accomplishments, if any.</i></p>
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**Definitions:**

An **Accomplishment** is an achievement or success in the performance of contract requirements that exceeds standards or expectations. Examples might be performing full contract requirements under budget while meeting or beating schedule baselines or performing additional scope within the initial cost targets with no negative effect on requirements or other programs, indicating continued performance improvement.

An **Issue** is a point in question or a matter that raises concerns regarding successful performance of contract requirements within scope, cost (budget), and schedule baselines or concern of negative effect on requirements or other programs, indicating a decline in performance that needs attention and improvement.