

2. AMENDMENT/MODIFICATION NO. 0242	3. EFFECTIVE DATE See Block 16C	4. REQUISITION/PURCHASE REQ NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY EM-Carlsbad EMCBC U.S. Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221	CODE 893032	7. ADMINISTERED BY (If other than Item 6) EMCBC - Carlsbad U.S. Department of Energy Carlsbad Project Office P.O. Box 3090 Carlsbad NM 88221	CODE 03003

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) Nuclear Waste Partnership LLC Attn: JAY HART 20501 SENECA MEADOWS PKWY SUITE 300 GERMANTOWN MD 20876	(x)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	x	10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0001971
		10B. DATED (SEE ITEM 13) 04/20/2012
CODE 968993910	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 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).
x	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF H.25 Performance Evaluation and Measurement Plan (PEMP)
	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 incorporate the FY19 Performance Evaluation and Measurement Plan (PEMP), Revision 2, dated August 5, 2019, for the period October 1, 2018, through September 30, 2019 into the contract. The attached FY19 PEMP, Revision 2, is added to Part III, Section J, Attachment C of the contract and replaces the existing Attachment C. This modification makes changes to Metric/Milestone 1, 2, 4, 5, 6, 9, and 12. The maximum available fee remains unchanged. The total available award fee in the FY19 PEMP remains \$17,284,000.

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) Bruce C. Covert, President & Project Manager	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Wendy L. Bauer
15B. CONTRACTOR/OFFEROR	16B. UNITED STATES OF AMERICA
15C. DATE SIGNED 8/8/19	16C. DATE SIGNED 8/8/19

/signature on file/

/signature on file/

PERFORMANCE EVALUATION AND MEASUREMENT PLAN (PEMP)

ANNUAL FEE PLAN (AFP)

1 OCTOBER 2018 THROUGH 30 SEPTEMBER 2019

CONTRACT DE-EM0001971

Revision 2 - August 5, 2019

I. INTRODUCTION

This Performance Evaluation and Measurement Plan (PEMP) contains a standard process for development, administration, and coordination of all phases of the fee determination process consistent with Section B.2 (Annual Fee Base – CLINS 1-10) of the subject contract.

II. ORGANIZATIONAL STRUCTURE AND DUTIES

The following organizational structure is established for administering the fee provisions of the contract.

A. Roles and Responsibilities

1. Fee Determination Official (FDO) – The Head of Contracting Activity (HCA) has appointed the Carlsbad Field Office (CBFO) Manager as the FDO. The FDO determines the final performance fee amount based upon all the information furnished and assigns a final percent of performance fee amount that can be earned for the evaluation period. The FDO will notify the Carlsbad Field Office (CBFO) Contracting Officer (CO) and Contracting Officer Representative (COR) in writing or via electronic correspondence of his/her final determination of that performance fee amount.

2. CBFO Manager

The CBFO Manager or qualified designee will be the point of organizational authority within CBFO for: development and coordination of the PEMP (which includes the Annual Fee Plan (AFP); approval of minor changes to the PEMP; obtaining HCA approval of major changes, if required; performance monitoring; performance validation; performance reporting; and payment of fees related to Performance Based Incentives (PBI)s. Primary responsibilities are:

- a. Develops and establishes the evaluation criteria and incorporates them into the PEMP.

- b. Assures appropriate coordination of performance expectations and the evaluation criteria with Headquarters (HQ) program and policy organizations.
- c. If required, submits the PEMP and/or the evaluation criteria for necessary HCA approval and headquarters reviews.
- d. If required, in conjunction with the CO and COR, coordinates major changes with the HCA and provides minor changes to performance expectations and the evaluation criteria to the HCA.

3. CBFO CO

- a. The CBFO CO is an advisor and negotiator in the development and establishment of the Evaluation Criteria and Fee amounts.
- b. The CBFO CO will forward the approved PEMP and/or the evaluation criteria to the Contractor through a contract modification.
- c. The CBFO CO will prepare a letter for the FDO's signature notifying the Contractor of the amount of performance fee that can be earned by the Contractor for the evaluation period.
- d. The CBFO CO will unilaterally modify the contract to reflect the FDO's final determination of performance fee amount that can be earned by the Contractor for the evaluation period. The modification will reflect earned and unearned fee and will be issued to the Contractor within 14 calendar days after the CBFO CO receives the FDO's decision.
- e. At the end of the rating period, after the determination of the award fee, the CBFO CO will notify the Contractor of the amount of total fee earned during the period. This notification will identify specific areas of strength or weakness in the Contractor's performance.

4. CBFO COR

- a. The CBFO COR is responsible for providing technical direction to the Contractor in accordance with the contract clause H.10 Technical Direction – DEAR 952.242.70 (DEC 2000).
- b. The CBFO COR provides performance oversight to ensure the products and services are delivered by the Contractor in accordance with the terms and conditions of the contract, including quality.

- c. The CBFO COR leads the technical component of the negotiation of the fee criteria and fee allocations with the Contractor.
- d. The CFBO COR appoints and works closely with the CBFO Technical Monitors (TMs) to evaluate performance against evaluation criteria and address any proposed modifications to these criteria.
- e. The CBFO COR performs periodic reviews of the Contractor to evaluate progress and completion payments, and recommends final fee.
- f. The CBFO COR supports the CBFO CO and CBFO Manager by ensuring that all technical components of the work are closely monitored and that they have the information required to effectively accomplish their duties as defined by this plan.

5. CBFO Technical Monitors (TMs)

The TMs assist the COR in carrying out the following responsibilities as requested:

- a. Develop the evaluation criteria related to their assigned areas.
- b. Assist in negotiation of the evaluation criteria and fee allocations with the Contractor, if requested by the CO or COR.
- c. Review the Contractor's request for change to the evaluation criteria and recommend approval or disapproval.
- d. Monitor, evaluate, assess and validate the Contractor's performance against the PBIs in the PEMP.

6. CBFO Staff

- a. As requested by the FDO, CO, COR, TMs, or supervisor, evaluate the performance of the Contractor in areas specific to their oversight responsibilities.
- b. Evaluate fee supporting documentation submitted by the Contractor and provide documentation of the evaluation to the appropriate TM, COR or CO.
- c. Provide a recommendation regarding the request for fee payment submitted by the Contractor.

III. PEMP DEVELOPMENT PROCESS

While PEMP incentives may be unilaterally developed by the Department of Energy (DOE), a teaming approach between the CBFO and the Contractor provides significant benefits.

When incentives are developed jointly, performance expectations are better understood by the parties and tend to focus more on substantive outcomes. A teaming approach enhances communication and partnering between and among the parties, which results in greater trust, openness, alignment, and cooperation for achieving DOE's goals and objectives.

The evaluation criteria and fee amounts were developed by the COR in consultation with the CBFO Manager, the CO, and TMs, as applicable. In addition, CBFO met with Contractor personnel to discuss the content of this PEMP. HCA approval was obtained.

Approval by the COR, CO and the CBFO Manager will be required for any changes to the evaluation criteria and fee allocation. If the change results in an increase in the fee amount(s), HCA approval is required. Any changes should be made by 31 March of the performance year to ensure that the Contractor has ample opportunity to accomplish the work during the performance period. Changes to the allocation of fee during the performance period should not be made to benefit or penalize the Contractor and the annual fee amount should not be modified unless there are substantial budget modifications (in accordance with Section B, Supplies or Services and Prices/Costs, of the contract). The Contractor should be appropriately compensated for any performance toward abandoned or modified evaluation criteria. This includes when actions fall out of the control of the Contractor and DOE cannot provide sufficient alternatives. The CBFO CO should provide at least 30 calendar days advance notice to the Contractor of any changes to the evaluation criteria and fee allocation. At the discretion of DOE in consultation with the Contractor, if an evaluation criterion is cancelled or modified, any fee associated with that criterion may be allocated to another evaluation criterion or criteria.

The amount of fee earned by the Contractor is within the sole discretion of the FDO. The Contractor may express disagreement with the fee determination; however, the final amount of fee earned is the FDO's unilateral decision. If the Contractor does not agree with the final decision of the FDO, the Contractor may dispute the assessment under the Disputes clause of this contract.

IV. EVALUATION CRITERIA

The performance fee amount will consist of 1) a subjective fee component and 2) an objective fee component. All earnable fee is at risk.

1. Subjective Criteria

Subjective criteria have been established that include mission performance; regulatory compliance; management performance; safety and health performance; and cost control. These subjective criteria may be adjusted on an annual basis. In addition, these criteria are not all-inclusive in the evaluation of the subjective portion of the PEMP. CBFO may consider other performance information and data when evaluating the Contractor's performance for the subjective portion of the fee. The fee amount associated with the subjective component of the criteria will not exceed 25% of the available fee during any year of the contract and will be equally apportioned amongst the five criteria.

Areas within an evaluation criterion are not sub-criteria and will not be individually rated but considered in the overall evaluation for that particular evaluation criterion. If significant

problems are identified in the evaluated performance for any particular criteria (i.e., mission performance; regulatory compliance; management performance; safety and health performance; and cost control), the allocation scheme may be revised at the discretion of the FDO to appropriately reflect the impact of the identified problems. The FDO may directly reduce the fee amount for safety and health performance as a result of citations issued by the Mine Safety and Health Administration (MSHA) in the performance period corresponding to the equivalent fine values of those citations as cited in 30CFR100 *Criteria and Procedures for Proposed Assessment of Civil Penalties*. MSHA or related safety performance recognition (such as mine rescue competition awards) and other positive safety performance may also be considered by the FDO when determining if and how much fee may be reduced for MSHA citations.

The total fee available for the Subjective Criteria is 25% of the Total Available Fee for FY2019, not to exceed (NTE) \$4,321,000 (25% of \$17,284,000). The maximum fee available for each of the following five subjective criteria is \$864,200 (20% of \$4,321,000).

- (1) **Mission Performance – The Contractor’s performance in progressing towards the Waste Isolation Pilot Plant (WIPP) mission of characterizing, transporting and disposing of Transuranic (TRU) waste will be evaluated based on:**
 - (i) WIPP Plant availability to support TRU waste disposal operations in FY2019.
 - (ii) Central Characterization Program waste characterization capability and availability at assigned sites;
 - (iii) Performance in managing and continuous process improvement in TRU waste emplacement procedures and their implementation;
 - (iv) Performance in managing the waste transportation schedule and providing adequate monitoring service for in route shipments;
 - (v) Performance in managing the Centralized Procurement Program for Department of Transportation (DOT) Type A transportation assets;
 - (vi) Availability of Nuclear Regulatory Commission (NRC) Type B transportation assets to support TRU waste shipments; and,
 - (vii) Support and performance of stakeholder outreach and interaction along the transportation routes (i.e., communication with states/tribes and first responder, training, and roadshows).

- (2) **Regulatory Compliance - The Contractor’s adherence to all regulatory requirements:**
 - (i) Performance in Compliance Recertification Application requirements;
 - (ii) Performance in WIPP Hazardous Waste Facility Permit (HWFP) requirements;
 - (iii) Performance in DOE Hazard Category II Nuclear Facility requirements;
 - (iv) Contractor’s Environmental Management System fosters continuous improvement;
 - (v) Performance in TRU waste transportation requirements;
 - (vi) Safeguards and Security Compliance Implementation and,
 - (vii) Taking initiative to review the overall regulatory envelope for potential modifications that will improve efficiency.
 - (viii) Compliance of all other regulatory requirements and permits.
 - (ix) Maintain compliance to Cyber Security Requirements.

- (3) Management Performance - The Contractor's effective and efficient control of all areas of effort including management and technical effort required to meet contract requirements, including:
- (i) Effective approach and timely completion of all requirements in the Contractor Human Resources Management areas;
 - (ii) Effective planning, i.e., adequate, quality, innovative, self-initiated and timely planning of activities; effective utilization of personnel; quality of responses;
 - (iii) Achieving the community commitments described in clause H.47 of the contract;
 - (iv) Maintaining a mature and effective Quality Assurance Program, including receipt inspections;
 - (v) Performance in meeting annual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan goals;
 - (vi) Performance in meeting Strategic Sourcing goals;
 - (vii) Information Resource Management that provides reliable information technology infrastructure along with timely software application development and deployment;
 - (viii) Contractor management encourages employees to self-report issues and concerns and ensure timely resolution of those issues and concerns;
 - (ix) Performance and continuous improvement in work planning and control;
 - (x) Effective management of facility and equipment Preventive Maintenance (PM) and aggressive reduction of non-PM facility mission and safety actions backlog;
 - (xi) Maintain positive public relations efforts to ensure continued overall program improvement initiatives are communicated effectively to stakeholders.
 - (xii) Timely submittal of complete subcontract consent packages and affiliate requests with no more than three mandatory corrections per package;
 - (xiii) Reducing the Level of Effort and increasing Discrete activities for performance measurement utilizing earned value techniques for operations activities, not including capital asset projects or general plant projects in the calculation;
 - (xiv) Performance on the amount of sole source procurements based upon the Balanced Scorecard criteria; and,
 - (xv) Effective use of Affiliates.
- (4) Safety and Health Performance - The Contractor's performance to manage or ensure the following:
- (i) The Contractor's safety programs reflect a mature and effective nuclear safety culture that fosters continuous improvement;
 - (ii) The Contractor continues to mature the Contractor Assurance System, meeting DOE requirements;
 - (iii) Safe execution of work (e.g., mine safety, radiation control, industrial hygiene); and,
 - (iv) Maintaining a comprehensive Emergency Management Program.
- (5) Cost Control - The Contractor's cost control will be evaluated to assess:
- (i) Effectiveness of cost planning;

- (ii) Timeliness and accuracy of cost reporting;
- (iii) Clarity of and ability to trace cost relative to work schedule/technical progress;
- (iv) Effectiveness of cost reduction/cost avoidance initiatives;
- (v) Cost estimating excellence, to include timeliness, accuracy and complete proposals;
- (vi) Scheduling and tracking to support efficient operations;
- (vii) Completeness and accuracy of monthly project status reports to CBFO to include the scope, schedule, cost for completion, key milestones and risks of milestone-related projects, validated through design reviews, construction site visits, operational awareness tours, and documentation reviews; and,
- (viii) Support of the Office of Project Management Oversight and Assessment (PM) Earned Value Management System (EVMS) certification and closure of any identified corrective actions.

2. Objective Criteria

Performance Based Incentives (PBIs):

PBIs are typically characterized by objectively measurable evaluation of Contractor performance. Such incentives reflect specified criteria against which actual performance will be evaluated. In most cases, PBIs will be evaluated based on quantifiable measurements in the form of a metric (e.g., a unit processing rate) or a milestone (e.g., completion of a task on or before a scheduled date).

PBIs have specified fee allocated and payable upon completion of identified levels of work accomplished.

Annual PBIs will be measured and evaluated at the end of the fiscal year or on a schedule negotiated with the Contractor.

The current PBIs can be found on page 11, of Attachment 1, Performance Based Incentives.

3. Minimal Performance Expectation

If the Contractor receives a rating of "Unsatisfactory" for any of the five subjective fee criteria, then the maximum fee the Contractor can earn under each Performance Based Incentive within the Objective Fee Component is 50% of the Maximum Available Incentive Fee specified in Section II, page 11 of Attachment 1, Performance Based Incentives.

The total fee available from the Objective Criteria is 75% of the Total Available Fee for FY2019, NTE \$12,963,000 (75% of \$17,284,000).

V. PERFORMANCE EVALUATION AND FEE DETERMINATION

A. Monitoring and Evaluation of Performance

1. Monitoring Performance: CBFO will monitor Contractor performance against the established subjective and objective evaluation criteria throughout the year and term

of the PBI(s). Performance feedback to Contractor will be provided periodically throughout the year.

2. **Evaluating Performance:** Annually, the Contractor shall submit a self-assessment within 30 calendar days after the end of the period. This self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. The CBFO will review the Contractor's self-assessment as part of the evaluation of the Contractor's management during the period. An unrealistic self-assessment may result in lower performance fee amount determinations. Deficiencies noted by the Contractor may be reflected in the Government's evaluation. The self-assessment itself will not be the basis for the performance fee determination.

CBFO will perform evaluations of all subjective and objective evaluation criteria including validating the Contractor's performance. Performance evaluations will include, but will not be limited to: physical walk-throughs, documentation of accomplishments, review of Contractor PBI invoices, and any other methods that can validate the established evaluation criteria. Validation is accomplished before payment of earned fee can be made. Validation of performance is documented by CBFO.

The FDO with input from DOE staff will determine the amount of PBI fee earned. There is no minimum PBI fee that may be granted based on the FDO's review. The review is qualitative, not quantitative and the Contractor will not necessarily be granted credit for its percentage complete of PBI milestones if those milestones are in fact, not 100% completed by the milestone dates (completion of any particular milestone will be determined by the DOE in accordance with the contract.) Within 30 calendar days of receipt of the Contractor's request for fee payment for progress payments or for completion of PBI metrics, CBFO will either authorize payment of the invoice or return it to the Contractor for clarification or further information.

CBFO will conduct annual performance reviews which will be prepared 30 calendar days after receipt of the Contractor's self-assessment. A late Contractor's self-assessment may negatively impact the PEMP evaluation period. A consolidated report will be prepared by the COR with assistance from the Alternate COR(s) and input from the technical monitors and submitted to the FDO for determination of the final fee for the period. This consolidated report will include both an evaluation of the subjective criteria and an evaluation of the PBIs (including those completed earlier during the performance period).

For evaluating each subjective criterion (i.e. mission performance, regulatory compliance, management performance, safety and health performance, and cost control), the following adjectival ratings will be used:

EXCELLENT	Contractor has exceeded almost all of the performance requirements of the applicable criterion for the award-fee evaluation period.
VERY GOOD	Contractor has exceeded many of the performance requirements of the applicable criterion for the award-fee evaluation period. All unsatisfactory performance identified for the criterion during the period was considered minor in nature and has been addressed appropriately.
GOOD	Contractor has exceeded some of the performance requirements of the applicable criterion for the award-fee evaluation period. Some unsatisfactory performance may have been identified for the criterion during the award fee evaluation period, but it had limited impact and has been addressed.
SATISFACTORY	Contractor has generally met the performance requirements of the applicable criterion for the award-fee evaluation period. Any unsatisfactory performance has been or is in the process of being addressed.
UNSATISFACTORY	Contractor has failed to meet the performance requirements of the applicable criterion for the award-fee evaluation period.

The following is applied to the final adjectival rating(s) for the subjective evaluation criteria:

Adjective Rating	Percentage of Subjective Component of Fee Earned
EXCELLENT	91 to 100%
VERY GOOD	76 to 90%
GOOD	51 to 75%
SATISFACTORY	No Greater than 50%
UNSATISFACTORY	0%

Provisional fee may be requested and drawn by the 25th calendar day of each month up to one-twelfth (1/12th) of 60% of the total available fee allocated to the award fee.

PBI fee may be requested by and given to the Contractor provisionally until the applicable metric/milestone is met as described and allowed in the PBI section.

B. Fee Pool

Fee which is not earned due to nonperformance of the performance incentive requirements set forth in the PEMP shall not be returned to the fee pool, but shall be forfeited. Fee not awarded under the subjective criteria portion of this plan shall not be carried over to additional performance periods and will be forfeited.

At the discretion of DOE, if an evaluation criterion is cancelled or modified, any unearned fee may be allocated to another evaluation criterion or criteria. This reallocation requires review and approval by DOE Environmental Management Consolidated Business Center (EMCBC) and Headquarters (HQ). Fee which is not earned due to nonperformance of the performance incentive requirements set forth in the PEMP shall not be returned to the fee pool, but shall be forfeited.

ATTACHMENT 1

PERFORMANCE BASED INCENTIVES (PBIs)

SECTION I – GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #1 Performance Period: 10/1/2018 through 9/30/2019
Performance Incentive Short Title: WIPP and NTP Incentives

Revision Number and Date: **Revision 2 – August 5, 2019 (Mod 242)**

SECTION II- ACCOUNTING/PROJECT INFORMATION

Contract Performance Baseline (CPB)	Maximum Available Incentive Fee
Anticipated Funding:	Associated with this Measure:
\$355,937,692	\$12,963,000 (75% of \$17,284,000)

CBFO Management Control Packages: NA

SECTION III – INCENTIVE INFORMATION

Difficulty:	High <input checked="" type="checkbox"/>	Medium <input type="checkbox"/>	Low <input type="checkbox"/>
Duration:	Annual <input checked="" type="checkbox"/>	Multi-year <input type="checkbox"/>	
Fee Payment type:	Completion <input checked="" type="checkbox"/>	and Progress <input checked="" type="checkbox"/>	and Provisional <input checked="" type="checkbox"/>

SECTION IV - PERFORMANCE MEASUREMENT

Description: Recognizing that managing the safe disposal of TRU waste is CBFO's primary mission, this PBI represents a fee model in which earnings are at risk and the Contractor is paid when specific WIPP operational and achievable programmatic results are achieved. This PBI has an added difficulty component due to the work that must be completed by generator sites and the approvals that must be granted from the regulators to achieve the desired results that are not under the direct control of the Contractor or funded by the Contractor. Fees will be earned for the following:

1. Improving safety in underground operations;
2. Increasing additional air supply ventilation flow rate in WIPP underground;
3. Make progress on mining Panel 8;
4. Make progress on WIPP line item capital asset projects;
5. General Plant Projects, infrastructure projects, and major maintenance activities to overcome degraded conditions;
6. Improvements in fire safety posture;
7. Radiological protection program improvements;
8. Full Columns of Waste for emplacement;
9. Certified waste streams ready for shipment;
10. Mining methods for future drifts and panel designs, and remote handled capabilities; and,
11. TRUPACT-III readiness for shipments.
12. Improvements in resolution of CBFO Ice Issues

Metric/Milestone 1: The Contractor will earn a maximum \$1,981,600 in fee for improving safety in underground operations for underground conditions for the near and long term, completing panel closures to isolate nitrate salt bearing waste containers in Panel 6 and the entrance and exit drifts to Panels 1 and 2 to overcome ground conditions, and increasing compliance and responsiveness for MSHA citations closures as compared to the South-Central District.

- A) The Contractor will earn a maximum \$1,516,600 in fee for improving near term safe underground conditions in the following Core Areas of the Mine to support the WIPP mission:
- 1) W-30 and E-140 drifts from E-0 to S-2520;
 - 2) W-170 drift from N-150 to S-2520;
 - 3) Panels 7 and 8;
 - 4) North Experimental (EXO) Area;
 - 5) Air Intake Shaft Loop; and,
 - 6) Alcoves.

To maintain the Core Areas of the Mine to support the WIPP mission in a safe condition, the following criteria must be met for the entire performance period:

- Safety Factor of greater than 1.3 in the Core Areas, as determined by the NWP Geotechnical Cognizant Engineer and verified by the CBFO Technical Monitor for this Metric/Milestone
 - Installation an average of 65 roof bolts (long or short) per week in the Core Areas
 - Priorities for ground control in the Core Areas are determined in bi-weekly ground control meetings and discussed with the CBFO Technical Monitor for this Metric/Milestone
- B) The Contractor will earn a maximum \$90,000 in fee for working towards improving long term safe underground conditions by establishing two 100 foot long Test Areas for different ground control support systems with a Test Plan that has received advisement from MSHA. One Test Area will be in a mutually agreed location in E-140 drift where the current roof is deformed that can be installed with very limited impact on the waste transport route (allowing continuation of emplacement). The second test area will be in another location in the WIPP underground. The Test Area will have extensometers and other devices to measure the salt creep rate as compared to the surrounding areas as outlined in the Test Plan. An Interim Analysis Report will be provided by June 30, 2019 to allow determination of need for a new Test Area using a different ground control support system (a third Test Area) for FY2020.
- C) The Contractor will earn a maximum \$150,000 in fee for the completion of EPA approved closures of the access drifts between Panels 9 and 10 and Panels 1 and 2. Completion will consist of the following activities:
- 1) For EPA approved closures for the access drifts between Panels 9 and 10 the Contractor will earn a maximum \$125,000 in fee including:
 - a) Installation of in-bye bulkheads by August 15, 2019 for a maximum \$50,000 in fee.
 - b) Emplacement of 100 foot run-of-mine salt (Panel 8 or other available mine salt) and out-bye bulkheads by September 30, 2019 for a maximum \$75,000 in fee.
 - 2) For EPA approved closures for the entrance and exit drifts for Panels 1 and 2 the Contractor will earn a maximum \$25,000 in fee for Emplacement of 100 foot run-of-mine salt and out-bye bulkheads.
- D) The Contractor will earn a maximum \$225,000 in fee for improvements in MSHA citation performance as compared to the South-Central District for the following Key Performance Indicators at the WIPP site (not including any oversight at the construction sites for the capital asset projects):

- 1) For Significant and Substantial (S&S) MSHA Citation Rates of 22% or less, the Contractor will earn a maximum \$100,000 in fee.
- 2) For 60% of citations terminated by MSHA during the inspection period (i.e., when the MSHA inspector[s] start the inspection through the closeout briefing), the Contractor will earn a maximum \$50,000 in fee.
- 3) For less than 20% repeat citations such as parking brakes, fire extinguishers, etc., the Contractor will earn a maximum \$75,000 in fee. (Note: Does not include citations written with general titles such as for ground control.)

The maximum available fee for Metric/Milestone 1 is \$1,981,600.

Metric/Milestone 2: The Contractor will earn a maximum \$1,096,900 in fee for improving air quality in the WIPP underground.

- A) The Contractor will earn \$500,000 for receipt of the battery powered Load Haul Dump (LHD) vehicle and charging system.
- B) The Contractor will earn \$250,000 for turnover to Operations and first use of the battery-electric LHD to haul muck (e.g. loading a salt haul truck or transporting muck from Panel 8 and unloading the salt into the grizzly at the salt hoist).
- C) The Contractor will earn \$200,000 upon completion of 160 hours of mucking operations of the battery-electric powered LHD (truck loading, run of mine panel closure salt movement, or mucking to the salt hoist and unloading the salt into the grizzly).
- D) The contractor will earn \$50,000 for completion of Condition Assessment including physical survey, movement of components, insulation testing of fan motor, taking and measuring radiological samples of ductwork, and other intrusive/mechanical testing for 700C fan and provide a recommendation for physical repairs to include a cost estimate and estimated duration.
- E) The contractor will earn \$50,000 to complete installation of the E140 auxiliary fan.
- F) The Contractor will earn \$46,900 to award a subcontract and start installation and retrofitting two underground vehicles that currently have Tier 3 or Tier 4 interim engines with Tier 4 final engines.
 - 1) The Contractor will earn a maximum \$20,000 in fee for awarding a subcontract to retrofit two underground vehicles.
 - 2) The Contractor will earn a maximum \$26,900 in fee for initiation of installation of Tier 4 final engine in one underground vehicle.

The maximum available fee for Metric/Milestone 2 is \$1,096,900.

Metric/Milestone 3: The Contractor will earn a maximum \$899,775 in fee for progress made in mining Panel 8 in FY2019. For every ton of salt mined from Panel 8, after 54,960 tons are mined since the restart of mining operations in FY2018, the Contractor will earn \$23.25 per ton in fee up to a maximum total of \$899,775 (equivalent to 93,660 tons mined since the restart of mining operations in FY2018 and 38,700 tons mined applied towards this metric/milestone for fee).

The maximum available fee for Metric/Milestone 3 is \$899,775

Metric/Milestone 4: The Contractor will earn a maximum \$3,800,000 in fee for completing the following activities for the line item capital asset projects (15-D-411 Safety Significant Confinement Ventilation System (SSCVS) project and 15-D-412 Utility Shaft (US) project). All schedule dates are subject to change based upon the realization of risks and opportunities and the scheduled reserve identified for those risks and opportunities documented by the appropriate Risk Management Plan for each project.

- A) The Contractor will earn a maximum \$3,000,000 in fee on the 15-D-411 SSCVS project for:
- 1) The Contractor will earn a maximum \$2,000,000 in fee for completing construction activities on the critical path for the New Filter Building (NFB) and Salt Reduction Building (SRB) by completion of the concrete foundations for the NFB (Schedule ID: NFBBL9550) and SRB (Schedule ID SRBBL1800);
 - 2) The Contractor will earn a maximum \$750,000 in fee for completing and/or make progress on long lead procurement equipment and receive through NWP quality assurance review, acceptance, and receipt of equipment in support of the construction Contractor critical path schedule the following:
 - a) The Contractor will earn a maximum \$50,000 in fee for receiving the 2 diesel generators on Site by April 1, 2019 (Schedule ID: GENBL2500);
 - b) The Contractor will earn a maximum \$250,000 in fee for first article testing, verification and approval by July 31, 2019 and inspecting the first 5 HEPA filter housings at the factory after all Quality/Inspection requirements have been completed and accepted by NWP by September 30, 2019 (Schedule ID: FHBL9692);
 - c) The Contractor will earn a maximum \$250,000 in fee for inspecting 4 of 6 Supply Fans at the factory after all Quality/Inspection requirements have been completed and accepted by NWP by September 30, 2019 (Schedule ID: AHBL5201); and,
 - d) The Contractor will earn a maximum \$200,000 in fee for conducting the first unit Deduster Acceptance/Performance Test at the factory by September 30, 2019 (Schedule ID when available);
 - 3) The Contractor will earn a maximum \$250,000 in fee for completing or making progress on preparing for startup / readiness including updated System Description Documents, preliminary drafts of the Operating Procedures and Maintenance Procedures, and conduct operations and maintenance training on Salt Reduction System mockup (Schedule ID when available).
- B) The Contractor will earn a maximum \$800,000 in fee on the 15-D-412 US project for:
- 1) The Contractor will earn a maximum \$250,000 in fee for awarding a for the North Access Road Bypass (NARB) and completing the roadway from station 745+00 to station 892+00, with the exception of permanent striping and rumble strips (Schedule Activity ID to be determined);
 - 2) The Contractor will earn a maximum \$250,000 in fee for awarding the subcontract for the US Infrastructure work and complete construction activities on the critical path:
 - a) Complete Membrane Installation on Salt Storage Pond 5 (Schedule ID: USI-G1210); and,
 - b) Perform Group-Operated Air-Break (GOAB) Switch Tie-in to Existing XCEL Substation (Schedule ID: USI-G1640).
 - 3) The Contractor will earn a maximum \$300,000 in fee for awarding a subcontract for the US shaft and drifts by July 31, 2019 (Schedule Activity ID US06070).

The maximum available fee for Metric/Milestone 4 is \$3,800,000.

Metric/Milestone 5: The Contractor will earn a maximum \$2,349,100 in fee for demonstrating the completion of activities and progress in General Plant Projects (GPP), infrastructure projects, and major maintenance activities to overcome the aging and degraded conditions at WIPP from the approved Consolidated Master Project List (CMPL) by the Contracting Officer Representative including the following:

- A) Building 411 Fire Suppression System Upgrade design – the Contractor will earn a maximum \$174,016 in fee for competitively bidding the design for a compliant fire suppression system for the Waste Handling Building, place the contract and completion of a 90% design review by September 30, 2019.
- B) Electrical Substation Replacement – Based on the recently completed Sitewide Electrical Distribution survey, Substations 3 and 1 are in the worst condition and should be the first substations to be replaced. For FY2019, the Contractor will earn a maximum \$361,024 in fee for the procurement for the replacement of substations 3 and 1 awarded, vendor drawings approved and manufacturing commenced by September 30, 2019.
- C) Fire Loop Replacement – the Contractor will earn a maximum \$852,680 in fee for the completion of all of the following activities:
 - 1) The Contractor will earn fee for awarding to a subcontractor Phases 1 & 2 of the replacement Fire Loop by September 30, 2019;
 - 2) The Contractor will earn fee for the Phase 4 of the Fire Loop (Alarms) will be awarded by August 31, 2019;
 - 3) The Contractor will earn fee for the Phase 4 commenced by September 30, 2019; and,
 - 4) The Contractor will earn fee for the initiation of the Phase 3 scope will commence in FY2019 with the new line being constructed from the fire loop main header to Building 474. This section will be completed in FY2019.
- D) Above Ground Airline Replacement – the Contractor will earn a maximum \$153,000 in fee for completing this activity. Due to the condition of the above grade airline header going from the replacement air compressor area to the Salt Shaft, a contract will be placed to install a new compressed air header from the 485 area to the bottom of the salt shaft. The replacement airline header piping will be installed in a near-surface, pre-fabricated box enclosure system for easier maintainability. Award of the subcontract and start construction by September 30, 2019.
- E) Lightning Array System Replacement – the Contractor will earn a maximum \$108,760 in fee for completing this activity. A contract will be awarded for the design of a new lightning array throughout the WIPP site to provide the required lightning protection of all key equipment and personnel. The design will be completed in FY2019 and the bid package prepared to go out for tender for the fabrication and installation of the newly designed lightning array protection system by September 30, 2019.
- F) Underground Substation Replacement – the Contractor will earn a maximum \$139,510 in fee for completing this activity. The procurement of the underground substation replacement will be completed, award of the contract for a vendor to supply the substation, all vendor drawings approved and manufacturing of the replacement substation commenced by September 30, 2019.
- G) Salt Hoist Repair – the Contractor will earn a maximum \$288,110 in fee for for awarding a subcontract and performing the initial work on cleaning the Salt Hoist for inspection of the extent of condition by September 30, 2019

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- H) **Public Address System Replacement Project** - the Contractor will earn a maximum \$149,600 in fee for completing this activity. An Analysis of Alternatives to the Government Accountability Office's Best Practices and a Conceptual Design will be complete by September 30, 2019.
- I) The Contractor will earn a maximum \$122,400 in fee for the initiation of the following infrastructure projects in FY2019 after commencement and significant progress of the above GPPs, Infrastructure Projects, and major maintenance and repair activities:
 - 1) **Site Network Infrastructure Project – Core and Distribution** – the Contractor will earn a maximum \$88,400 in fee for the procurement process completed and subcontract awarded for the installation of the single core fiber-optic wiring and the initiation of the installation of the already existing hardware components by September 30, 2019; and,
 - 2) **Central Monitoring Room (CMR) Modifications** – the Contractor will earn a maximum \$34,000 in fee for the contract awarded for the design of the necessary CMR modifications and the commencement of long lead procurements by July 31, 2019.

The maximum available fee for Metric/Milestone 5 is \$2,349,100.

Metric/Milestone 6: The Contractor will earn a maximum \$150,000 in fee for improving the fire safety posture at WIPP to include:

- A) For completing the installation of the fire suppression system in the Underground Oil Storage Bay, the Contractor will earn a maximum \$114,000 in fee by completing by May 31, 2019; and,
- B) For completing fire impairments 21144 (Building 474A), 21146 (Building 474C), and 21147 (Building 474E) where the sprinkler systems failed and the water is turned off, and 21182 (474 Area) where the fire water line needs to be restored consistent with the Phase 3 Fire Loop Project Design, the Contractor will earn a maximum \$36,000 in fee.

The maximum available fee for Metric/Milestone 6 is \$150,000.

Metric/Milestone 7: The Contractor will earn a maximum \$376,625 in fee for Radiation Protection Program improvements that include:

- A) The Contractor will perform radiological abatement in Room 3 of Panel 7 except Room 3's portion of the exhaust drift S-2180 by reducing from an Airborne Radioactivity Area and or High Contamination Area to a Contamination Area.
- B) The Contractor will replace the ageing Health Physics Record System (HPRS) Dosimetry Database with a new system that relies on current technology. Once the system is replaced, ensure that all records data is successfully transferred to a secure server that is backed up to prevent loss of historical records.
- C) The Contractor will procure and implement an electronic Radiological Survey Database that relies on current technology where the information is retrievable and that it is backed up to prevent loss of records.

The maximum available fee for Metric/Milestone 7 is \$376,625.

Metric/Milestone 8: The Contractor will earn a maximum \$1,030,000 in fee for progress made in emplacing TRU waste. For every full column of TRU waste containers emplaced in Panel 7 (see the Definitions Section for the definition of "full column of TRU waste containers"), the Contractor will earn

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\$2,000 per full column of waste in fee up to a maximum total of \$1,030,000 (equivalent to 515 full columns of waste).

The maximum available fee for Metric/Milestone 8 is \$1,030,000.

Metric/Milestone 9: The Contractor will earn a maximum \$816,000 in fee for completing Chemical Compatibility Evaluation (CCE) approval and initial Basis of Knowledge (BoK) approval for 12 waste streams determined by the National TRU Program to meet program priorities. \$68,000 in fee will be earned for completion of each CCE and BoK approval for each waste stream.

The maximum available fee for Metric/Milestone 9 is \$816,000.

Metric/Milestone 10: The Contractor will earn a maximum \$103,000 in fee to ensure progress is made on future repository needs and improvements in remote handled (RH) waste handling, packaging, and disposal the following activities will measure progress and performance including:

- A) The Contractor will earn a maximum \$35,000 in fee for completing the following activities by September 30, 2019 associated with developing designs and mining methods for drifts and panels including:
 - 1) Conceptual Design completion by January 31, 2019;
 - 2) Final Design completion for Peer Review by September 20, 2019; and,
 - 3) Initiate the Peer Review of the Final Design and Numerical Analysis by September 30, 2019.
- B) Contractor will earn a maximum \$68,000 in fee on progress for development & testing of additional shielded container assemblies;
 - 1) Fabrication of the gamma shielding prototypes SC-30G2, SC-30G3, SC-55G1 & SC-55-G2;
 - 2) Development of the DOT Test Plans for the SC-30G2, SC-30G3, SC-55G1 & SC-55-G2;
 - 3) Completion of the DOT testing of the required tests per 49CFR173.465 for the SC-30G2, SC-30G3, SC-55G1 & SC-55-G2;
 - 4) Development of the NRC drop test plan for the SC-30G2, SC-30G3, SC-55G1 & SC-55-G2; and,
 - 5) Completion of the NRC drop testing for the SC-30G2, SC-30G3, SC-55G1 & SC-55-G2.

The maximum available fee for Metric/Milestone 10 is \$103,000.

Metric/Milestone 11: The Contractor will earn a maximum \$210,000 in fee for TRUPACT-III shipments including:

- A) Completing Certificate of Compliance required maintenance on all 6 fleet TRUPACT-III packages to allow shipments to commence by August 1, 2019; and,
- B) Completion of WIPP Site readiness to accept and process TRUPACT-IIIs including on hand trained and proficient staffing, maintenance and operations procedures complete, changes to support documentation, completion of a Contractor Readiness Review with a CBFO Shadow Review, and approval to commence TRUPACT-III waste shipments and receipt by the Contractor Startup Approval Authority by September 30, 2019.

The maximum available fee for Metric/Milestone 11 is \$210,000.

Metric/Milestone 12: The Contractor will earn a maximum \$150,000 for improvements in timeliness of resolution of CBFO Issues Collection and Evaluation (ICE) issues assigned to the Contractor.

A) For ICE issues assigned after 03/31/19:

- 1) Ensure that greater than or equal to ninety percent (> 90%) of corrective actions are completed by the planned due dates.
- 2) Ensure that greater than or equal to ninety percent (> 90%) of the issues have approved corrective actions/corrective action plans established in accordance with the following timeframes:
 - a) WIPP Form Action Level 1 issue – 60 days
 - b) WIPP Form Action Level 2 issue – 45 days
 - c) WIPP Form Action Level 3 issue – 30 days

The Contractor can earn \$60,000 of the maximum available fee for this Metric/Milestone by completion of this element.

B) For ICE issues assigned prior to 4/1/2019:

- 1) Develop recovery plan accepted by CBFO.
- 2) Ensure greater than or equal to ninety percent (> 90%) of the issues are resolved in accordance with the recovery plan.

The Contractor can earn \$60,000 of the maximum available fee for this Metric/Milestone by completion of this element.

C) Improve the ICE issue management process:

- 1) Develop a process improvement plan to resolve ICE issues in a timely manner.
- 2) Complete greater than or equal to ninety percent (> 90%) of the improvement plan actions in accordance with the plan.

The Contractor can earn \$30,000 of the maximum available fee for this Metric/Milestone by completion of this element.

The maximum available fee for Metric/Milestone 12 is \$150,000.

SECTION V - PERFORMANCE REQUIREMENTS

DEFINE COMPLETION: *Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.*

Minimal Performance Expectation

If the Contractor receives a rating of "Unsatisfactory" for any of the five subjective fee criterion, then the maximum fee the Contractor can earn under each Performance Based Incentive within the Objective Fee Component is 50% of the Maximum Available Incentive Fee specified in Section II of each Performance

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Based Incentive.

Circumstances Outside of the Contractor's Control

For any of the metric/milestones described below, the Contractor may request payment of fee for missed metric/milestone(s) due to circumstances outside of its control. CBFO will conduct an assessment to confirm or refute the claim by the Contractor and submit the assessment, along with the Contractor's request, to the CBFO Fee Determining Official for a determination of fee eligible/non-eligible for payment.

Payment Metric/Milestone 1: For completion of activities for improving safety in underground operations for safe underground conditions for the near and long term, completing panel closures to isolate nitrate salt bearing waste containers in Panel 6 and the entrance and exit drifts to Panels 1 and 2 to overcome ground conditions, and increasing compliance and responsiveness for MSHA citations closures as compared to the South-Central District.

- A) For successful completion of the ground control metrics through FY2019, the Contractor will submit a request for completion payment earned under this metric/milestone. CBFO will verify the request submitted by the Contractor by performing assessments to validate completion of the requested activities. These validations will include the following criteria:
- Notes from each bi-weekly ground control meeting will capture the decisions made on ground control priorities in discussion with the CBFO Technical Monitor;
 - Monthly Operational Awareness entries made by the CBFO technical monitor; and,
 - The fee request will include a list of all ground control activities completed in FY2019 with the following information:
 - Safety Factor calculations throughout the performance period;
 - Number of long or short bolts installed in the Core Areas per week;
 - Calculation of the area newly prohibited areas of the mine in FY2019 compared to the total square footage of the active area of the mine;
 - Prohibited areas that were established and recovered; and,
 - Areas of the mine that are newly prohibited in FY2019 will result in a percentage reduction of the prohibited area compared to the total square footage of the active area of the mine. Areas of the mine that are prohibited and recovered to meet the mission will result in an offset of any lost fees associated with the FY2019 prohibited areas.
- B) The two Test Areas using two different ground control support systems will require a completed Test Plan that has received advisement by the Mine Safety and Health Administration and will be provided to the CBFO Technical Monitor. One Test Area will be in a mutually agreed location in the E-140 drift. Data from the extensometers and other measurement devices in the Test Area and surrounding area will be provided to the CBFO Technical Monitor on a monthly basis. An Interim Analysis Report will be provided to the CBFO Technical Monitor by June 30, 2019.
- C) For successful completion of panel-closure metrics through FY 2019, the Contractor will submit a request for completion payment earned under this metric/milestone. CBFO will verify the request submitted by the Contractor by performing assessments to validate completion of the requested activities. These validations will include the following criteria:
- 1) Access drifts between Panels 9 and 10 (E-300, E-140, W-30, and W-170):
 - a) Visual verification of the installation of in-bye bulkheads in drifts;
 - b) Visual verification of the installation of 100 foot run-of mine salt in drifts; and,
 - c) Visual verification of the installation of out-bye bulkheads in drifts; and,
 - 2) Entrance and Exit drifts for Panels 1 and 2 (S-1600, S-1950, S-2180, and S-2520):
 - a) Visual verification of the installation of 100 foot run-of mine salt in drifts; and,
 - b) Visual verification of the installation of out-bye bulkheads in drifts.

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D) For improvements in MSHA citation performance, the Contractor will submit a request for completion payment earned under this metric/milestone. CBFO will verify the request submitted by the Contractor by performing an assessment of the work which will include verification of the following criteria:

- 1) Substantial and Significant (S&S) MSHA Citation Rate of 22% or less;
- 2) Greater than or equal 60% of the MSHA citations are terminated by MSHA within the inspection period (i.e., when the MSHA inspector[s] start the inspection through the closeout briefing); and,
- 3) Less than or equal to 20% of the MSHA citations are repeated such as failure to apply parking brakes and/or wheel chocks to carts/vehicles or failure to inspect fire extinguishers within the prescribed period as indicated on the tag (not to include general citations such as ground control violations).

Payment Metric/Milestone 2: For improving air quality in the WIPP underground..

- A) Contractor will submit a copy of the subcontract, receipt inspection and acceptance documentation for the battery-electric LHD.
- B) Contractor will submit Engineering to Operations turnover package for the battery-electric LHD.
- C) The contractor will submit documentation that the LHD has been used for 160 hours.
- D) Contractor will submit a copy of 700C Condition Assessment Report with recommendations, risks, cost, and schedule of activities for restarting 700C fans including all work (nuclear safety, environmental, and others).
- E) Contractor will submit a copy of work package(s).
- F) Contractor will submit a copy of subcontract and notice to proceed and start of installation of a Tier 4 final engine into the two vehicles.

Payment Metric/Milestone 3: For each month that salt rock has been mined in Panel 8, after 54,960 tons are mined since the restart of mining operations in FY2018, the Contractor will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the tons of salt mined in Panel 8 for a total of 93,660 tons since the restart of mining in FY2018 or 38,700 tons of salt above the 54,960 tons in the FY2018 Performance Based Incentive 1 Metric/Measure 2. CBFO will verify the request submitted by the Contractor by performing assessments, which will include a review of the monthly Panel 8 salt rock removal reports, to validate completion of the requested activities.

Payment Metric/Milestone 4: For completion and progress on the critical path for the line item capital asset project's incentivized activities, the Contractor will submit a request for completion payment earned under this metric/milestone on a quarterly basis. CBFO will verify the request submitted by the Contractor by performing assessments to validate completion of the requested activities. These validations will include the following criteria:

- A) For the 15-D-411 SSCVS project:
 - 1) Completion of construction progress on the NFB and SRB will include the documented evidence of the completion and records of monthly progress status meetings with the CBFO Federal Project Director (FPD), and completion of schedule activity ID that will be verified by a walk-down

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of areas, visual inspection, and acceptance of completion by CBFO Quality Assurance and Construction oversight through an assessment;

- 2) Completion and progress of receipt of long lead procurement equipment in support of the construction Contractor critical path schedule will include factory acceptance testing, quality assurance documentation on manufacture, quality assurance oversight reports and surveillances of manufacture, and receipt inspection at WIPP construction site. The schedule for delivery will be based upon the construction Contractor's need for delivery to keep the construction Contractor on schedule for completion with no NWP caused schedule delays. Completion includes records of monthly progress status meetings with the CBFO Federal Project Director (FPD) and acceptance of completion by CBFO Quality Assurance oversight through an assessment; and,
- 3) Completion of progress on preparing for startup / readiness includes: completion of near final drafts of the System Design Descriptions to DOE_STD-3024-2011 guidance awaiting final red-line drawing approvals for completion and completed in time to support Documented Safety Analysis development; Fire Hazard Analysis updated draft to include SSCVS design and structures, systems, and components; Documented Safety Analysis development on schedule; operating and maintenance procedures for all SSCVS SSCs developed to final draft awaiting final red-line drawing approvals in NWP formatted documents; and, conduct operations and maintenance training on the Salt Reduction System. Completion includes records of monthly progress status meetings with the CBFO Federal Project Director (FPD) and acceptance of completion by CBFO Quality Assurance and Construction oversight through an assessment.

B) For the 15-D-412 US project:

- 1) Contractor will submit a copy of subcontract for road construction, illustrations, pictures and records showing the completion of the roadway from station 745+00 to station 892+00, with the exception of permanent striping and rumble strips. Monthly progress status meetings will be held with the CBFO Federal Project Director (FPD) on construction status;
- 2) Completion of progress on U. S. infrastructure work on the critical path schedule includes the completion of schedule activities for the membrane for Salt Storage Pond 5 and GOAB tie-in to the XCEL substation. Completion will be verified by a walk-down of areas, visual inspection, and acceptance of completion by CBFO Quality Assurance oversight through an assessment. Completion includes records of monthly progress status meetings with the CBFO Federal Project Director (FPD) and acceptance of completion by CBFO Quality Assurance and Construction oversight through an assessment; and,
- 3) Completion includes the procurement package approval for the US shaft and drifts subcontract package to CBFO for review no later than May 15, 2019 to allow an award by July 31, 2019. Completion includes records of monthly progress status meetings with the CBFO Federal Project Director (FPD).

Payment Metric/Milestone 5: For completion of the following GPP and Infrastructure project work scopes, the Contractor will submit a request for a completion payment earned under this metric/milestone on a quarterly basis. CBFO will verify the request submitted by the Contractor by performing assessments to validate completion of the requested activities. No fee will be earned for proposed projects that are not on the approved CMPL. These validations will include the following criteria:

- The completed work scope must be in accordance with the applicable engineering change, work planning and control, procurement requirements and are consistent with the project work scope descriptions in the latest CMPL approved by the COR. Copies of closed work packages or closure documentation will be provided as evidence of completion.
- The Contractor point of contact (POC) for each project will provide the status of the project to the CBFO Technical Monitor for this Metric/Milestone no less than once per month until completion.

- A) Building 411 Fire Suppression System Upgrade Design – Progress on the fire suppression system will include the subcontract, records of monthly progress status meetings, design reviews to include initial, 60% and 90%.
- B) Electrical Substation Replacement – Progress on the replacement of Substation 3 and 1 will include the subcontract, records of monthly progress status meetings, approved vendor drawing, and documented manufacturing commencement.
- C) Fire Loop Replacement project:
 - 1) Completion of procurement of Phases 1 & 2 will include the awarded subcontract(s).
 - 2) Completion of procurement of Phase 4 will include the awarded subcontract.
 - 3) Completion of progress of Phase 4 will include documentation of Kick-off meeting and project schedule.
 - 4) Completion of construction progress on Phase 3 Scope will include subcontract, documented evidence of completion and records of monthly progress status meetings. Completion of fire water loop to Building 474.
- D) Above Ground Airline Replacement – Completion and progress of the award will include the subcontract, Kick-off meeting documentation and project schedule.
- E) Lightning Array System Replacement – Completion and progress will include the subcontract for design, fabrication schedule with inspections, kick-off meeting and installation progress reports, and completion documentation.
- F) Underground Substation Replacement - Progress on the replacement will include the subcontract, approved vendor drawings, and documented substation manufacturing commencement.
- G) Salt Hoist Repair – Completion of progress will include the awarded subcontract, regular progress reports, and inspection report(s).
- H) Public Address System Replacement Project – Completion will include the Analysis of Alternatives report and conceptual design.
- I) Infrastructure Projects
 - 1) Site Network Infrastructure Project – Core and Distribution – Completion of progress will include the awarded subcontract, kick-off meeting, and installation progress reports.
 - 2) Central Monitoring Room (CMR) Modifications – Completion and progress will include the awarded subcontract and receipt of long lead procurement equipment in support of the construction subcontractor critical path schedule, quality assurance documentation on manufacturer, quality assurance oversight reports and surveillances of manufacture, and receipt inspection at WIPP construction site.

Payment Metric/Milestone 6: For completion of activities the Contractor will submit a request for completion payment earned under this metric/milestone. The Contractor must provide objective evidence of the completion of the pre-condition activities before any fee is paid. CBFO will verify the requests submitted by the Contractor by performing an assessment to verify that the activities were satisfactorily completed. The Contractor will provide the Impairment Clearance Data Sheet and associated email generated by the Fire Protection Engineers database confirming the impairment clearance.

Payment Metric/Milestone 7: CBFO will verify the reduction in radiological conditions in Room 3 of Panel except Room 3's portion of the exhaust drift S-2180 from an Airborne Radioactivity Area and or High Contamination Area to a Contamination Area after the Room 3 floor has been leveled for waste emplacement. After this time, Room 3 can be temporarily re-established as an Airborne Radioactive Area or High Contamination Area if need due to ground control actions to maintain safe conditions. This verification will include observation of activities, review of survey logs, requesting sample locations to be tested, and review of removal of the physical radiological postings and barriers. CBFO will review and verify the operation of the HPRS Dosimetry Database, retrieve a random sample of historical records to verify the transfer of the records, and review the manufacturer manual, and work packages for the equipment to ensure the proper installation of both the hardware and software to meet DOE requirements. CBFO will review and verify the operation of the electronic Radiological Survey Database, retrieve a random sample of surveys to verify the adequate retention of survey data, and review the manufacturer manual, and work packages for the equipment to ensure the proper installation of both the hardware and software to meet DOE requirements.

Payment Metric/Milestone 8: For each month that TRU waste has been emplaced in Panel 7, the Contractor will submit provisional requests for payment of 85% of the fee earned monthly, and the total fee earned will be finalized after the end of the applicable quarter, at which time the balance for the quarter will also be due. The request for payment shall document the number of full columns of TRU waste emplaced (see definition of "full column of TRU waste emplaced" in the Definitions section). CBFO will verify the request submitted by the Contractor by performing assessments, which will include review of the monthly TRU waste emplacement reports and Waste Data System (WDS) verification. There will be no penalties for dunnage shipped as part of a TRU waste package.

Payment Metric/Milestone 9: The CBFO Contracting Officer will notify NWP of waste streams meeting the criteria in a letter after prior discussion with NWP. The CBFO Contracting Officer will provide approval letters for waste streams. The Contracting Officer may revise the approved waste streams through the fiscal year based upon input from the National TRU Program. For completion of CCE review request and corresponding initial BoK for each identified waste stream, the Contractor will submit a request for completion payment earned under this metric/milestone. CBFO will verify the request submitted by the Contractor by performing assessments to validate completion of the requested activities. These validations will include the following criteria: The approved CCE and approved BOK.

Payment Metric/Milestone 10: Progress on future needs of the repository for mining methods, drift and panel design, and RH capabilities will be evaluated against the below activities:

- A) For completion of the following activities associated with Additional Panels and Remote Handled Capabilities, the Contractor will submit a request for completion payment earned under this metric/milestone. CBFO will verify the request submitted by the Contractor by performing assessments to validate completion of the requested activities. These validations will include the following criteria:
 - 1) A copy of the Conceptual Design Report;
 - 2) A copy of the Final Design Report; and,
 - 3) Documentation of the Contractor's initiation of the Peer Review (e.g. transmittal letter to CBFO for forwarding to peer reviewer; NWP subcontract to third party for peer review)
- B) For completion of the following activities associated with Additional Panels and Remote Handled Capabilities, the Contractor will submit a request for completion payment earned under this metric/milestone. CBFO will verify the request submitted by the Contractor by performing

assessments to validate completion of the requested activities. These validations will include the following criteria:

- 1) An awarded subcontract for fabrication of the gamma shielding prototypes;
- 2) Documentation of the Contractor's oversight of the subcontractor that performed the DOT testing; and,
- 3) Documentation of the Contractor's oversight of the subcontractor that performed the NRC drop testing

Payment Metric/Milestone 11: CBFO will validate that all preparations (maintenance activities and shipment certifications) for all 6 fleet TRUPACT-IIIs are accomplished that will allow shipments to commence by August 1, 2019. CBFO will validate that all required changes to WIPP Site documentation (DSA, maintenance procedures, operating procedures, etc.) has been accomplished. CBFO will validate that maintenance activities on TRUPACT-III equipment at WIPP has been accomplished and is ready for service. CBFO will validate that NWP has trained and qualified staffing on hand to perform TRUPACT-III waste receipts. CBFO will validate that NWP has achieved approval by the Startup Approval Authority to start TRUPACT-III waste shipments by ~~August 31, 2019~~ with closure of all Pre-Start Findings from a Readiness Review.

September 30, 2019 LUB mgs

Payment Metric/Milestone 12: CBFO will validate improvements in the contractor assurance system issues management program that show deadline extensions were justified and submitted to CBFO for approval and timeliness of resolution of ICE issues assigned to the Contractor. To earn fee, all metrics below must be met:

A) For ICE issues assigned after 3/31/2019:

- 1) CBFO will validate data collected and submitted by the Contractor demonstrates that greater than or equal to ninety percent (> 90%) of corrective actions were completed by the planned due date.
- 2) CBFO will validate that data collected and submitted by the Contractor demonstrates that greater than or equal to ninety percent (> 90%) of the issues had approved corrective actions/corrective action plans established in accordance with the following timeframes:
 - d) WIPP Form Action Level 1 issue – 60 days
 - e) WIPP Form Action Level 2 issue – 45 days
 - f) WIPP Form Action Level 3 issue – 30 days

B) For ICE issues assigned prior to 4/1/2019:

- 1) The Contractor will submit a copy of the mutually agreed to recovery plan.
- 2) CBFO will validate that data collected and submitted by the Contractor demonstrates that greater than or equal to ninety percent (> 90%) of the issues were resolved in accordance with the recovery plan.

C) Improve the ICE issue management process:

- 1) The Contractor will submit a copy of the mutually agreed to process improvement plan.
- 2) CBFO will validate that data collected and submitted by the Contractor demonstrates that greater than or equal to ninety percent (> 90%) of the improvement plan actions were completed in accordance with the plan.

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DEFINITIONS:

Catch-Up Bolting: Bolting in areas in the U/G that have not been bolted since the February 2014 events. Once bolting is finished in one of these areas and is in normal maintenance mode, it is no longer a catch-up bolting area/activity.

Core Areas of the Mine to Support the WIPP Mission: For ground control purposes, these areas are the following locations in the underground:

- W-30 and E-140 drifts from E-0 to S-2520
- W-170 drift from N-150 to S-2520
- All of Panel 7
- North Experimental (EXO) Area
- Air Intake Shaft Loop
- Alcoves

Dunnage: An empty TRU waste container.

Full Column of TRU Waste Containers: A stack of approved TRU waste containers emplaced in a panel in the underground equivalent to the height of a stack of three 7-packs of 55-gallon drums. Approved waste containers are 55-gallon drums, 100-gallon drums, Standard Waste Boxes (SWBs), Ten Drum Over Packs (TDOPs), and Standard Large Boxes-II (SLB-II) containing TRU waste. Dunnage containers are allowed to be considered a part of the full column of waste if they arrived in the shipment to WIPP (such as a dunnage 55-gallon drum which is part of a 7-pack of drums to stay within weight limitations for the shipment). For shielded containers, three assemblies emplaced is equivalent to a full column of TRU Waste Containers, because they are not stacked due to weight considerations.

Ground Control: The use of a designed support system that is installed and maintained to support the back, side wall, or floor in places in the underground where persons work or travel in the performance of their assigned tasks. The purpose of ground control activities is to provide a safe underground work place. The primary method of ground control is the installation of roof bolts, but also involves the removal of hazardous ground whether from the roof, walls, or floor through scaling, milling, meshing, and mining and involves the mitigation of broken bolts.

TRU: Transuranic Waste. Radioactive waste containing isotopes with an atomic number greater than 92, concentrations greater than 100 nanocuries per gram, and a half-life of greater than 20 years.

TECHNICAL BOUNDARY CONDITIONS: (Fundamental technical assumptions that must be maintained in order to accomplish the work scope associated with this Performance Measure.)

None

GENERAL REQUIREMENTS:

To earn award fee under this PBI, the Contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive. The objectives defined in the metrics and milestones above must be accomplished. The Contractor shall support obtaining necessary regulatory approvals to accomplish the metrics by preparing appropriate submittals with good quality, promptly responding to regulator requests for added information and coordinating the preparation of response material, coordinating hearing preparation as needed, and coordinating implementation of approved regulatory changes.

SECTION VI - EARNINGS SCHEDULE

List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned. (Schedule identifies point(s) at which fee may be earned - does not define completion.)

See above in Section IV.

Fee that is not earned will be reduced from the award fee pool and is not recoverable by the Contractor, including that specified for individual milestones. If the milestone dates for the required activities cannot be met by the Contractor, the dates by which the activities must be completed may be revised prior to the milestone date at the discretion of the Contracting Officer with input from CBFO staff.

SECTION I – GENERAL INFORMATION

Performance Incentive Number: CBFO-PBI #2 Performance Period: 10/1/2017 through 9/30/2020
Performance Incentive Short Title: WIPP Super-Stretch Cost Savings/Cost Sharing Incentive
Revision Number and Date: Revision 0 (Mod 186), 8/31/17

SECTION II – ACCOUNTING/PROJECT INFORMATION

Contract Performance Baseline (CPB)	Maximum Available Incentive Fee
Anticipated Funding:	Associated with this Measure:
N/A (Super Stretch)	\$ 10,000,000

CBFO Management Control Packages: N/A

SECTION III – INCENTIVE INFORMATION

Incentive type:	Base <input type="checkbox"/>	Stretch <input type="checkbox"/>	Super Stretch <input checked="" type="checkbox"/>
Difficulty:	High <input checked="" type="checkbox"/>	Medium <input type="checkbox"/>	Low <input type="checkbox"/>
Duration:	Annual <input type="checkbox"/>	Multi-year <input checked="" type="checkbox"/>	
Fee Payment type:	Completion <input type="checkbox"/>	Progress <input checked="" type="checkbox"/>	Provisional <input type="checkbox"/>

SECTION IV - PERFORMANCE MEASUREMENT

Description:

Recognizing that managing the safe disposal of TRU waste is CBFO's primary mission, this Performance Based Incentive (PBI) represents a fee model in which earnings are at risk and the Contractor is paid when specific measures, to apply cost control measures to save and avoid costs, identify better cost and program/project performance measurement, and find more efficient ways of executing the mission to result in the best value to the Government.

Recognizing that ensuring the WIPP Facility infrastructure is adequate to complete this mission is a priority for the CBFO, this Super Stretch PBI provides the Contractor payment upon completion of specific scopes of infrastructure projects that fell below the CBFO-approved target baseline as identified in the Consolidated Master Project List (CMPL).

The Contractor will earn incentive fee under this PBI for identifying cost savings or mutually agreed and documented cost avoidance that results in cost savings that is used to fund work in the CMPL.

The following metric shall be used to measure performance and determine fees earned by the Contractor under this Rating Plan element.

Metric/Milestone 1: *The Contractor's performance will be measured for identifying cost savings or mutually agreed and documented cost avoidance that results in cost savings from the CBFO-approved target baseline that is used to fund work in the CMPL. For every \$1.00 that is saved from this Metric/Milestone and is used to fund work scope identified as unfunded in the CMPL, a fee target of \$0.20 will be earned, with the specific fee associated with each project or discreet work scope set prior to the work commencing.*

The maximum amount of fee available to NWP under this metric during the term of the contract covered by this rating plan is: \$ 10,000,000. This fee must be funded from the savings described in this PBI.

SECTION V - PERFORMANCE REQUIREMENTS

PREVIOUS GATEWAY: *Describe previous gateway (if applicable) that must be completed before fee can be paid under this performance measure.*

None.

DEFINE COMPLETION: *Specify Performance Elements and describe indicators of success (quality/progress). Include baseline documents/data against which completion documentation should be compared.*

Payment Metric/Milestone 1: For funding and completing discrete scopes of work associated with projects identified in the CMPL (or other work mutually agreed to by CBFO and NWP) from cost savings or mutually agreed and documented cost avoidance, the Contractor will submit a request for payment earned under this metric/milestone. CBFO will verify the request submitted by the Contractor by validating the cost savings/cost avoidance and completion of the work. The proposed work (including estimated budget) to be performed under this PBI is to be mutually agreed to by CBFO and NWP prior to the start of the work and documented in a Contracting Officer's letter to the Contractor.

DEFINITIONS:

CMPL: Consolidated Master Project List – A list generated by the Contractor that consists of high priority projects to address aging and degraded infrastructure at WIPP and used by the NTP.

NWP: Nuclear Waste Partnership LLC, the WIPP Management and Operating Contractor

WIPP: Waste Isolation Pilot Plant

TECHNICAL BOUNDARY CONDITIONS: *(Fundamental technical assumptions that must be maintained in order to accomplish the work scope associated with this Performance Measure.)*

None.

GENERAL REQUIREMENTS: To earn incentive fee under this Performance Incentive, the Contractor shall meet the specific completion criteria and expectations set forth in this Performance Incentive.

The fee for each project or work scope will be set upon initial agreement of the project or work to be completed. (Multiple individual or discrete projects are allowed). Significant safety, quality, or performance issues arising during the completion of the work can result in a lower fee as determined by the Fee Determining Official. The fee is earned once the project or work scope is completed.

SECTION VI - EARNINGS SCHEDULE

List percent of PM fee available for completion of each Element, and the schedule by which the fee may be earned. (Schedule identifies point(s) at which fee may be earned - does not define completion.)

This Super Stretch incentive is an incentive to motivate the Contractor to identify savings by achieving efficiencies in the overall performance on the contract and applying those savings to critical WIPP infrastructure needs. The associated fee is not funded in the contract. In order to earn the Super Stretch incentive for Metric/Milestone 1, the Contractor must perform the additional work necessary to achieve the incentive within contract funding amounts. The work at the WIPP facility must be performed within the funding limits established for the base contract funding. The Contractor must identify and document savings sufficient for the related fee.

Fee allocated to a Super Stretch incentive is not considered a part of the Total Available Fee pool.

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