

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE 1 OF 1 PAGES
2. AMENDMENT/MODIFICATION NO. <b>105</b>	3. EFFECTIVE DATE <b>May 13, 2015</b>	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY <b>U.S. Department of Energy Carlsbad Field Office P.O. Box 3090 Carlsbad, NM 88220-3090</b>		7. ADMINISTERED BY (If other than Item 6) CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, state, ZIP Code)  <b>Nuclear Waste Partnership, LLC Attn: Marty Gonzales 106 Newberry St. SW Aiken, SC 29801</b>		9A. AMENDMENT OF SOLICITATION NO.		
CODE		9B. DATED (SEE ITEM 11)		
FACILITY CODE		10A. MODIFICATION OF CONTRACT/ORDER NO.  <b>DE-EM0001971</b>		
		10B. DATED (SEE ITEM 13) <b>April 20, 2012</b>		

**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 as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning \_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

**12. ACCOUNTING AND APPROPRIATION DATA (If required)**

**NOT A FUNDING ACTION**

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS; IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	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.
<input type="checkbox"/>	B. THE ABOVE-NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (Such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>H.25 Performance Evaluation and Measurement Plan</b>
<input type="checkbox"/>	D. OTHER (SPECIFY TYPE OF MODIFICATION AND AUTHORITY):

E. IMPORTANT: Contractor  is not,  is required to sign this document and return two (2) copies to the issuing office.

The purpose of this modification is to incorporate the revised FY15 Performance Evaluation and Measurement Plan (PEMP) dated May 13, 2015, into the contract. The total available award fee in the FY15 PEMP is revised from \$8,192,895 to \$13,665,946 in accordance with Section B.2-2(a) in Modification 101. The attached PEMP replaces the FY15 PEMP in Modification 78 and is added to Part III, Section J, Attachment C, of the contract.

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

15A. NAME AND TITLE OF SIGNER (Type or print) <b>Robert McQuinn, President and Project Manager</b>		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Vicki Diane Snow, Contracting Officer</b>	
15B. CONTRACTOR/OFFEROR BY <b>Exemption 6</b> (Signature of person authorized to sign)	15C. DATE SIGNED <b>5/26/15</b>	16B. UNITED STATES OF AMERICA BY <b>Exemption 6</b> (Signature of Contracting Officer)	16C. DATE SIGNED <b>5/26/15</b>

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

**ANNUAL FEE PLAN (AFP)**

**1 OCTOBER 2014 THROUGH 30 SEPTEMBER 2015**

**CONTRACT DE-EM0001971**

**May 13, 2015**

**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 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 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) 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 PBIs. 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 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 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.
- 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 CBFO 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 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 amount were developed by the COR in consultation with 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, 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 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; management performance; Environment, Safety and Health (ES&H) performance; and cost control. Means to measure fulfillment of the criteria are provided in Attachment 2, Award Fee Performance Metrics. These criteria may be adjusted on an annual basis. In addition, these criteria in Attachment 2 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 four 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; management performance; ES&H performance; or cost control), the allocation scheme may be revised at the discretion of the FDO to appropriately reflect the impact of the identified problems. Starting in FY 2015, the FDO may directly reduce the fee amount for ES&H 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) will be considered in off-setting these reductions.

The total fee available from the Subjective Criteria is 25% of the Total Available Fee for FY 2015, NTE \$3,416,486 (25% of \$13,665,946).

- (1) **Mission Performance** – The Contractor's performance in progressing towards the WIPP mission of characterizing and disposing of TRU waste will be evaluated based on:
  - (i) WIPP Plant availability to recover the facility;
  - (ii) The extent to which Central Characterization Program waste characterization capability remains available to assigned sites; and
  - (iii) The degree of Contractor conformance with established schedules with an emphasis on U/G zone restoration such as "catch-up" roof bolting.

(2) **Management Performance - The Contractor's effective and efficient control of all areas of effort including management and technical effort required to meet contract requirements are based on:**

- (i) Develop adequate corrective actions and implement effective corrective action closures to address Judgments of Needs from the Accident Investigation Reports on the Underground Salt Haul Truck Fire Event of February 5, 2014 and the Radiological Release Event of February 14, 2014 and prevent recurrence.
- (ii) Achieving the community commitments described in clause H.47 of the contract;
- (iii) Hardware delivered to WIPP is properly inspected upon receipt to ensure defective equipment or parts are not entered into the WIPP inventory;
- (iv) Products/services delivered comply with DOE orders and applicable federal and state requirements, directives, regulations, and statutes, as well as the Contractor's program documents and procedures;
- (v) Prime Contract Compliance;
- (vi) Work Planning and Control improvements to effectively operate a Nuclear HazCat 2 facility;
- (vii) Performance in meeting annual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan goals.
- (viii) Subcontracting packages submitted to CBFO in a timely manner that are of at least adequate quality.
- (ix) Information Resource Management

(2) **ES&H Performance - The Contractor's performance to assess the following:**

- (i) Environmental and Regulatory Compliance;
- (ii) Safeguards and Security Compliance and Implementation;
- (iii) The Contractor's safety programs reflects a mature and effective nuclear safety culture that fosters continuous improvement;
- (iv) Contractor's Environmental Management System that fosters continuous improvement;
- (v) Modifications to WIPP's regulatory envelope to improve efficiency and support WIPP recovery efforts; and
- (vi) Safety Management Programs Refurbishment to implement a strong nuclear safety culture; and
- (vii) Contractor assurance program works with the CBFO oversight program to assure timely and effective closures.
- (viii) Safe execution of work

(4) **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; and
- (vii) IPABS information is updated and accurate.

## 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 (i.e., waste processing rate) or a milestone (i.e., 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 in Attachment 1 to this plan.

## 3. Minimal Performance Expectation

If the contractor receives a rating of "Unsatisfactory" for any of the four 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 of Attachment 1 to this plan.

The total fee available from the Objective Criteria is 75% of the Total Available Fee for FY2015, NTE \$10,249,460 (75% of \$13,665,946).

## 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 evaluation 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 CBFO Manager with input from DOE staff will determine the amount of Performance Based Incentive (PBI) fee earned. 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 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 ACORs 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 subjective criteria evaluation, the following adjectival ratings will be used:

**EXCELLENT** Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

**VERY GOOD** Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. All unsatisfactory performance identified during the period was considered minor in nature and has been addressed appropriately.

**GOOD** Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. Some unsatisfactory performance may have been identified for the award fee evaluation period, but it had limited impact and has been addressed.

**SATISFACTORY** 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. Any unsatisfactory performance has been or is in the process of being addressed

**UNSATISFACTORY** 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.

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

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

Attachment 2 to this plan provides the Award Fee Table that will be used as the worksheet to document the subjective evaluation and determination of the rating.

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

**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. Fee may be requested by and given to NWP provisionally until the milestones are met.

**ATTACHMENT 1**

**PERFORMANCE BASED INCENTIVES (PBIs)**

## Performance Based Incentives (PBIs)

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### SECTION I – GENERAL INFORMATION

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Performance Incentive Number: CBFO-PBI #1      Performance Period: 10/1/2014 through 9/30/2015  
Performance Incentive Short Title:

Revision Number and Date:      **Revision 1, 5/13/2015**

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### SECTION II- ACCOUNTING/PROJECT INFORMATION

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Contract Performance Baseline (CPB)	Maximum Available Incentive Fee
Anticipated Funding:	Associated with this Measure:
<b>\$246,118,361</b>	<b>\$10,249,460 (75% of 13,665,946)</b>

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CBFO Management Control Packages: NA

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### SECTION III – INCENTIVE INFORMATION

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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 type="checkbox"/>

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### SECTION IV - PERFORMANCE MEASUREMENT

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**Description:** Recognizing that managing the safe disposal of TRU waste is CBFO's primary mission, but that mission was suspended due to the Underground Fire and Radiological Release Events of February 2014, this PBI represents a fee model in which earnings are at risk and the Contractor is paid when specific WIPP recovery results and achievable programmatic results are achieved including: underground safety and ventilation system reliability improvements, establishing and maintaining a CBFO-approved Recovery Performance Measurement Baseline, maintenance backlog reductions, equipment register improvements, and site material condition improvements. In addition, to ensure that the Contractor stays focused on TRU waste certification to support TRU waste site cleanup, this PBI includes specific milestones containing additional earnings that the Contractor can be paid when those metrics/milestones are completed. The Contractor may earn fee for accelerated risk reduction based on cubic meters certified to establish backlogs of certified TRU waste during the period that WIPP is not available for disposal. 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 as follows:

1. For the completion and progress of WIPP site recovery (i.e., Interim (skid-mounted), supplemental, and permanent underground ventilation systems, Panel 6 initial closure, Room 7 of Panel 7 closure, etc.).
2. For cubic meters of TRU waste certified in excess of 500 cubic meters CH and 2.5 cubic meters RH during the performance period.
3. For reducing preventive and corrective maintenance backlogs.
4. For addressing equipment register issues.
5. For upgrade/revitalization activities that improve the site material condition and support extended future WIPP operations (e.g., correcting fire impairments in a timely manner).
6. For developing a CBFO-approved Performance Measurement Baseline of the WIPP Recovery Plan.
7. For submittal of a Conceptual Design Report (CDR) and all documents to achieve CD-1 approval to for the Permanent Ventilation System Capital Asset Project.

The following metrics and milestones shall be used to measure performance and determine fees earned by the Contractor under this Rating Plan element. All calculations are performed using calendar days.

Metric/Milestone 1: The Contractor will earn fee for WIPP site recovery activities by performing the following:

- a. For design, procurement, and on-site receipt and inspection of the following parts and equipment for

the interim ventilation system (IVS), a fee of \$550,000 will be earned for completing all of the following IVS project milestones by May 30, 2015:

- Design/fabrication and delivery of the ductwork sections
  - Physical completion of on-site civil work packages
  - Delivery, inspection and acceptance of the electrical structure For completion of all of these milestones beyond May 30, 2015, the fee will be decremented \$3,852.10 each day on a linear sliding scale September 30, 2015. For completion of all of these milestones beyond September 30, 2015, the contractor will earn no fee.
- b. For completing construction, testing, electrical modifications and factory acceptance of the supplemental underground ventilation system by August 30, 2015, a fee of \$400,000 will be earned. For completion of this activity beyond August 30, 2015, the fee will be decremented from the \$400,000 fee amount at a rate of \$10,937.50 per day to \$10,937.50 on September 30, 2015. For completion of this activity beyond September 30, 2015, the contractor will earn no fee. A provisional fee payment of \$110,000 is allowed for design/fabrication and delivery of the fan by July 1, 2015.
- c. For completion of initial Panel 6 closure per the plan submitted to New Mexico Environment Department (NMED) by May 30, 2015, a fee of \$425,000 will be earned (unless unanticipated ground conditions require additional ground control and/or work control measures in the area for which the full fee amount can be earned if the activity is completed within the duration of the schedule slip due to the unanticipated ground conditions). For completion of this activity beyond May 30, 2015 (or beyond the schedule slip due to unanticipated ground conditions in the area), the fee will be decremented from the \$425,000 fee amount on a linear scale to \$3,073.77 on September 30, 2015. For completion of this activity beyond September 30, 2015, the contractor will earn no fee.
- d. For completion of the closure of Room 7 of Panel 7 (per the plan submitted to NMED) within 30 days of the completion of initial Panel 6 closure and NMED approval, a fee of \$425,000 will be earned. For completion of this activity beyond 30 days of the completion of initial Panel 6 closure and NMED approval, the fee will be decremented daily from the \$400,000 fee amount in equal increments to one remaining increment of the same amount on September 30, 2015. For completion of this activity beyond September 30, 2015, the contractor will earn no fee. A day-for-day slip to earn the full \$400,000 fee amount will be allowed for a delayed NMED approval if the delay is outside of the contractor's control.
- e. For submitting the programmatic change request (PCR) to CBFO to change the Recovery Performance Measurement Baseline (PMB) to reflect the incorporation of DOE Standard-3009-2014 into the WIPP Documented Safety Analysis (DSA) Revision 5 and supporting DOE approval of the PCR by June 1, 2015, a fee of \$350,000 will be earned.
- f. For placing the in-town Emergency Operations Center (EOC) into operation, including the reconfiguration of existing space in the Skeen-Whitlock Building (SWB) to make room for the executive management area and ancillary areas for support teams, the installation of required equipment, and the design of the electrical generator by September 30, 2015, a fee of \$400,000 will be earned. A provisional fee payment of 30% or \$150,000 is allowed for completion of the Support Area of the EOC by July 31, 2015. Note: This does not include installation of the electrical generator for the SWB, since the installation of the generators is planned for FY2016.
- g. For the preparation, management and success of a comprehensive WIPP underground decontamination program in accordance with a CBFO-approved WIPP underground decontamination plan, a total fee of \$350,000 may be earned as follows:
- 1) For progress in WIPP underground decontamination by September 30, 2015, the following fee amounts may be earned:
    - i. For completing 100% decontamination of Zone 1C (950 linear feet) and Zone 7 (3,500 linear feet) (total of 4,450 linear feet), a fee of \$350,000 will be earned.
    - ii. For completing 75% decontamination of Zone 1C and Zone 7 (3,337.5 linear feet), a fee of \$200,000 will be earned.
    - iii. For completing 50% decontamination of Zone 1C and Zone 7 (2,225 linear feet), a fee of \$50,000 will be earned.
    - iv. For completing less than 50% decontamination of Zone 1C and Zone 7, no fee will be earned.

- v. Provisional fee of \$50,000 may be earned for receiving CBFO approval on the WIPP underground decontamination plan by May 30, 2015.
  - h. For identifying and purchasing the refuge chambers for personnel safety in DOE-approved locations in the underground, a fee of \$200,000 will be earned.
  - i. For submittal of the following high quality draft documents of Revision 5 of the WIPP DSA to CBFO, incorporating the DOE agreed-upon requirements of DOE-Standard 3009-2014, a total fee of \$1,000,000 may be earned as follows:
    - 1) For submittal of high quality drafts of Chapters 3, 4, and 5 by July 31, 2015, a fee of \$600,000 will be earned.
    - 2) For submittal of a high quality draft of the Safety Management Program (SMP) chapter(s) by July 31, 2015, a fee of \$200,000 will be earned.
    - 3) For submittal of a high quality draft of the WIPP Technical Safety Requirements (TSR) by September 30, 2015, a fee of \$200,000 will be earned.
- In order to meet the definition of a "highly quality draft document", the DSA submittals must meet the following criteria:
- Completing an "In-process" review which consists of the contractor's DSA writing team presenting the draft to, having discussions with, and satisfactorily resolving comments from the applicable DOE experts (as assigned or approved by the CBFO Assistant Manager of the Office of Operations Oversight).
  - Completing an Independent Verification Review (IVR) by a URS corporate Nuclear Safety expert who coordinates reviews of other experts and all of their comments have been satisfactorily resolved.
- j. For implementation and management of a CBFO-approved WIPP Nuclear Safety Culture Improvement plan, a fee of \$350,000 may be earned in increments, as described below.
    - 1) For defining, initiating and conducting a Leadership Academy for WIPP current first Line supervision and 50 future high potential candidates by September 30, 2015, a fee of \$175,000 will be earned.
    - 2) For development and implementation of Human Performance Improvement (HPI) Training for 100 employees and subcontractors by September 30, 2015, a fee of \$175,000 will be earned.
    - 3) Provisional fee of \$50,000 may be earned for receiving CBFO approval on the WIPP Nuclear safety Culture Improvement Plan by May 30, 2015.

The maximum amount of fee available to fund all elements under Metric/Milestone 1 during fiscal year (FY) 2015 is \$4,450,000.

Metric/Milestone 2: The Contractor's performance will be measured for its success in the certification of cubic meters of TRU waste from TRU waste sites.

- a. For each cubic meter of CH waste certified in excess of 100 cubic meters, a fee of \$294.12 will be earned up to a maximum total of \$117,648(400 cubic meters certified).
- b. For each cubic meter of RH waste certified in excess of 2.5 cubic meters, a fee of \$10,000 will be earned up to a maximum total of \$35,700 (3.57 cubic meters certified).
- c. If at the end of the fiscal year, the total volume of CH and RH waste certified exceeds 506 cubic meters, the Contractor will earn an additional \$100,000.

The maximum amount of fee required to fund all elements under Metric/Milestone 2 during FY 2015 is \$253,348.

Metric/Milestone 3: The Contractor will earn fee for reducing preventive maintenance (PM) and non-PM backlogs by performing the following:

- a. If the Contractor reduces the backlog of PM actions (as tracked in the CHAMPS Database) by at

least 10%, the Contractor will earn \$250,000 for the performance period. No fee will be earned until 95% of the PM actions scheduled for each quarter are complete and a 3% reduction in the overall PM action backlog is achieved. Fee will be prorated starting at 3% up to the actual percentage achieved.

- b. If the Contractor reduces the backlog of non-PM facility mission and safety actions (as tracked in the CHAMPS Database) by 10%, the Contractor will earn \$300,000 for the performance period. Fee will be prorated starting at 3% up to the actual percentage achieved.

The maximum amount of fee available to fund all elements under Metric/Milestone 3 during FY2015 is \$550,000.

**Metric/Milestone 4:** The Contractor will earn fee for addressing equipment register issues by performing the following:

- a. If the Contractor addresses 100% of equipment register issues identified in a baseline equipment register issues list for the performance period, the Contractor will earn \$500,000.
- b. If the Contractor addresses 90% of equipment register issues identified in a baseline equipment register issues list for the performance period, the Contractor will earn \$ 200,000.
- c. If the Contractor addresses 80% of equipment register issues identified in a baseline equipment register issues list for the performance period, the Contractor will earn \$50,000.
- d. If the Contractor addresses less than 80% of equipment register issues identified in a baseline equipment register issues list for the performance period, the Contractor will earn no fee.

The maximum amount of fee available to fund all elements under Metric/Milestone 4 during FY2015 is \$500,000.

**Metric/Milestone 5:** The Contractor will earn fee for upgrade/revitalization activities that improve the site material condition and support extended future WIPP operations by performing the following.

- a. For correcting fire impairments in a timely manner, a total fee of \$450,000 may be earned. The Fee may be earned under one of the following options:
  - 1) If the Contractor either a) corrects every fire impairment within 30 days of discovery of each fire impairment; or b) provides, within 30 days, an equipment replacement, redesign, or modification schedule for those fire impairments expected to last longer than 30 days and subsequently performs to the schedule throughout the performance period, the Contractor will earn \$450,000.
  - 2) If the Contractor corrects every fire impairment within 60 days of discovery of every fire impairment throughout the performance period, the Contractor will earn \$200,000.
  - 3) If the Contractor corrects every fire impairment within 90 days of discovery of each fire impairment throughout the performance period, the Contractor will earn \$50,000.
- b. For completing all of the following projects by September 30, 2015 to improve the reliability of the underground ventilation fans (860A/860B/860C), a fee of \$450,000 will be earned.
  - Repair of actuators and associated controls
  - Repair of index positions for vortex dampers,
  - Repair of override key switch
  - Repair of permanent vibration devices
  - Repair of shaft guards
  - Repair of automatic lubrication devices
  - Repair of local flow and pressure indicators
  - Replacement of inlet damper dial indicator and limit switches,
- c. By providing an infrastructure improvement plan to CBFO that addresses WIPP infrastructure deficiencies by May 30, 2015, supporting DOE approval of the plan by June 1, 2015, and completing revitalization projects scheduled for FY2015, a fee of \$550,000 will be earned. The updated Plan will reflect those items being addressed as part of the WIPP Recovery PMB and those items that remain under the Base scope reflective of the needs of WIPP in accordance with the Base Program

PMB.

- d. For completing design, procurement, installation and testing of electrical Switch Station 4 by September 30, 2015, a fee of \$550,000 will be earned.
- e. By implementing a comprehensive Fire/EMS system in accordance with the WIPP Baseline Needs Assessment by the end of the fiscal year, a total fee of \$600,000 may be earned in increments as follows:
  - i. For developing a WIPP Fire/EMS Program Plan, Training Program Plan and Qualification Cards for firefighters and ERT members, a fee of \$150,000 will be earned.
  - ii. For 90% of the WIPP Fire/EMS firefighters having Firefighter I/II certifications to meet NFPA 1001 Standards by September 30, 2015, a fee of \$150,000 will be earned.
  - iii. For elevating Emergency Response Team training requirements to meet NFPA 1081 Standards and training 8 ERT members by September 30, 2015, a fee of \$150,000 will be earned.
  - iv. For developing and implementing Surface and U/G Pre-Incident Plans to enhance fire response knowledge and capabilities by September 30, 2015, a fee of \$150,000 will be earned.
- f. For implementation of improvements to the Training Facility at the WIPP site by September 30, 2015, a fee of \$405,340 will be earned. The improvements will include procurement and installation of furniture and training equipment and renovations such as painting, carpet replacement, sheetrock repairs, and achieving appropriate HVAC conditions in the training rooms.
- g. For implementing a combustibles reduction program at WIPP that removes and reduces combustible materials in the underground areas leading into and away from the Air Intake Shaft and the Salt Handling Shaft and the surface areas around intake shafts by September 30, 2015, a fee of \$440,772 may be earned.
- h. For placement of a purchase order for redesigning the entire surface and underground fire detection and suppressions systems to alleviate future system degradation issues and fire impairments by September 30, 2015, a fee of \$100,000 will be earned. The purchase order will include the following:
  - Review and approval of purchase requisition by the contractor's Engineering, Quality Assurance, and Safety departments
  - Adequate funding identified and provided
  - Statement of Work provided
  - Evaluation Criteria specified
  - Basis of Award is specified Procured items and services meet established technical and QA requirements and perform as specified.
  - Prospective suppliers evaluated and selected on the basis of documented criteria.
  - Verification that approved suppliers continue to provide acceptable items and services
  - The supplier shall have a documented QA program or program requirements that implements a nationally recognized QA requirements program (e.g., NQA-1 or equivalent), as required by contract language, or equivalent requirements from other recognized sources as required, and that satisfies the applicable QA criteria of 10 CFR §830.122.
  - Level of detail of the QA program plan and subsequent implementing procedures shall be specified in the purchase order
  - System will be designed in accordance with DOE STD-1066-2012 and DOE Order 420.1c for the design of fire protection systems

The maximum amount of fee available to fund all elements under Metric/Milestone 5 during FY2015 is \$3,546,112.

Metric/Milestone 6: The Contractor will earn \$200,000 by submitting for approval of the interim performance measurement baseline (PMB) for the NWP Recovery Plan by October 27, 2014 and supporting DOE approval by December 31, 2014. The interim PMB will include a milestone date for the completion of the corrective actions specified on the corrective action plans for the Underground Salt Haul Truck Fire Event on February 5, 2014 and the Radiological Release Event on February 14, 2014. For every month the Contractor does not receive CBFO approval on the PMB, the fee amount will be reduced by \$125,000.

The maximum amount of fee available to Metric/Milestone 6 during FY2015 is \$200,000.

Metric/Milestone 7: The Contractor will earn fee for progress made on the Permanent Ventilation System Capital Asset Project as follows:

- a. For submittal of a Conceptual Design Report (CDR) and all documents required to achieve CD-1 approval to CBFO by June 5, 2015 for the Permanent Ventilation System Capital Asset Project, a fee of \$550,000 will be earned. (Included in the CDR will be the NEPA Strategy, Preliminary Hazards Analysis, Acquisition Plan and Risk Management Plan).
- b. For providing the Project Definition Rating Index (PDR) to CBFO with a supported score of 600 points or more by June 22, 2015, a fee of \$200,000 will be earned.

The maximum amount of fee available to fund all elements under Metric/Milestone 7 during FY2015 is \$750,000.

Unearned Fee Outside of the Contractor's Control: For fee that was not earned by the Contractor for reasons outside of the Contractor's control, the Contractor may request a new incentive to earn back the fee with prior DOE approval within the maximum available fee. The Contractor cannot request an incentive for work that has already been completed or for missed metrics/milestones for reasons within its control.

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## **SECTION V - PERFORMANCE REQUIREMENTS**

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**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 four 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 Based Incentive.

**Payment Metric/Milestone 1:** For completion of the incentivized activities, 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 to verify completion of the requested activities.

**Payment Metric/Milestone 2:** After the minimum annual waste volume thresholds are met, the Contractor will submit monthly progress payments for 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 total cubic meters of TRU waste certified at TRU waste sites. CBFO will verify the request submitted by the Contractor from information in the WIPP Waste Data System (WDS) database and confirmation from DOE oversight at the applicable TRU waste site.

**Payment Metric/Milestone 3:** For completion of any of the metrics listed under Metric/Milestone 3, the Contractor will submit a request for completion payment. Prior to the first request for fee payment, the Contractor will obtain approval of a baseline schedule of backlogged PM actions, and backlogged non-PM actions anticipated for the fiscal year from CBFO. CBFO will verify the request submitted by the Contractor by performing an assessment to verify and validate the completion of the requested activities.

**Payment Metric/Milestone 4:** Prior to the first request for fee payment, the Contractor will work with CBFO to develop a baseline of the condition of the equipment register that identifies the issues and obtain approval of the baseline from the CBFO COR. After that baseline has been approved, for completion of Metric/Milestone 4, the Contractor will submit a request for completion payment to CBFO. CBFO will verify the request submitted by the Contractor by performing an assessment to verify and validate the completion of the requested activities.

**Payment Metric/Milestone 5:** For completion of the incentivized activities, 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 to verify completion of the requested activities.

**Payment Metric/Milestone 6:** For completion of this metric/milestone to develop and submit the PMB by October 27, 2014 and supporting DOE approval by December 31, 2014 the Contractor will submit a request for the applicable completion payment after the PMB has received CBFO approval. CBFO will verify the request submitted by the Contractor by performing an assessment to verify completion of this metric/milestone.

**Payment Metric/Milestone 7:** For completion of the incentivized activities in this metric/milestone to support the progress of the Permanent Ventilation System Capital Asset Project, 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 to verify completion of the requested activities.

#### **DEFINITIONS:**

**Certified:** TRU waste certified for WIPP disposal

**CH – Contact-Handled:** Packaged TRU waste with an external surface dose rate that does not exceed 200 mrem per hour.

**Cubic Meters:** As used herein, cubic meters refer to the certified volume of the TRU waste inventory as identified in WDS.

**Disposed:** Characterized/certified TRU waste emplaced at WIPP.

**RH – Remote-Handled:** Packaged TRU waste with an external surface dose rate that exceeds 200 mrem per hour but is less than 1,000 rem per hour unless the packaging is a “shielded container” (i.e. RH waste packaged in a shielded container is considered RH waste for disposal purposes. The shielded container itself is not considered a component of the waste.)

**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.

**Waste Managed as TRU:** Waste, suspected of being TRU waste, being actively managed by the generator as TRU waste. After assay, some of this waste may be reclassified as Low-Level/Mixed Low-Level waste (LLW/MLLW).

**WIPP:** Waste Isolation Pilot Plant

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

None

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#### **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.

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## **SECTION VI - EARNINGS SCHEDULE**

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*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.

**ATTACHMENT 2**

**AWARD FEE PERFORMANCE METRICS**

**AWARD FEE METRICS**

**Period of Performance: 1 October 2014 – 30 September 2015**

<b>Item</b>	<b>Criteria Description</b>	<b>Evaluation Criteria</b>
<b>1</b>	<b>Mission Performance – The Contractor’s performance in progressing towards the WIPP mission of characterizing and disposing of TRU waste will be evaluated based on:</b>	
1.1	WIPP plant availability to recover the facility.	VERY GOOD performance is defined as maintaining an average 90% plant availability to support recovery efforts throughout the year. This assumes the Contractor has adequate funding to maintain or replace aging equipment per priorities mutually established with CBFO.
1.2	The extent to which CCP waste characterization capability remains available to assigned sites.	VERY GOOD performance is defined as characterization of 95 percent of waste volumes available for CCP to characterize during the performance period.
1.3	The degree of Contractor conformance with established schedules with an emphasis on U/G zone restoration such as “catch-up” roof bolting.	VERY GOOD performance is based on the use of the Recovery Plan schedule, Contract Performance Period (CPP) and Lifecycle (LC) Baselines and other established schedules to control projects or activities identified by the CBFO COR. Schedule performance meets or exceeds projections, especially in key recovery activities such as U/G zone restoration and “catch-up” roof bolting.
<b>2</b>	<b>Management Performance - The Contractor’s effective and efficient control of all areas of effort including management and technical effort required to meet contract requirements are based on:</b>	
2.1	Develop adequate corrective actions and implement effective corrective action closures to address Judgments of Needs from the Accident Investigation Reports on the Underground Salt Haul Truck Fire Event of February 5, 2014 and the Radiological Release Event of February 14, 2014 and prevent recurrence	VERY GOOD performance is 95% of the corrective actions are timely and effective as determined by the CBFO effectiveness reviews.
2.2	Achieving the community commitments described in clause H.47	Measure against the Contractor Community Commitment Plan. VERY GOOD performance is 90% compliance with commitments and schedules.

Item	Criteria Description	Evaluation Criteria
2.3	Hardware delivered to WIPP is properly inspected upon receipt to ensure defective equipment or parts are not entered into the WIPP inventory.	VERY GOOD performance is based on Contractor identifying and documenting at least 97% of defects for supplier-provided equipment/items received before the equipment/items are installed at the WIPP Site or delivery/use at generator sites.
2.4	Products/services delivered comply with DOE orders and applicable federal and state requirements, directives, regulations, and statutes, as well as the Contractor's program documents and procedures.	VERY GOOD performance is based on a NWP risk evaluation of issues identified as conditions adverse to quality over a reporting period with an average score of less than 25 points, with criteria to include such things as compliance, operational impact, and past corrective actions.
2.5	Prime Contract Compliance	<p>VERY GOOD performance is based on:</p> <ul style="list-style-type: none"> <li>• The Contractor establishes a schedule of contract deliverables and meets those deliverables on schedule.</li> <li>• The Contractor responds to Contracting Officer and Contracting Officer's Representative letters of direction as defined in the letters.</li> </ul>
2.6	Work Planning and Control improvements to effectively operate a Nuclear HazCat 2 facility	VERY GOOD performance is defined as the NWP Work Control function achieving satisfactory ratings on the external assessment(s) in FY2015.
2.7	Performance in meeting annual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan goals.	VERY GOOD performance is based on meeting all goals in the FY2015 subcontracting plan.
2.8	Subcontracting packages submitted to CBFO in a timely manner that are of at least adequate quality.	<p>VERY GOOD performance is based on 85% of subcontract packages (including affiliate packages) associated with recovery activities and 95% of subcontract packages not associated with recovery being submitted within the following timeframes and with no rework required.</p> <ul style="list-style-type: none"> <li>• Packages ≤\$1M submitted for CBFO review no later than 30 calendar days prior to planned start date.</li> <li>• Packages &gt;\$1M but ≤\$25M are submitted for CBFO review no later than 60 calendar days prior to planned start date.</li> <li>• Packages &gt;\$25M are submitted for CBFO review no later than 90 calendar days prior to planned start date.</li> </ul>

Item	Criteria Description	Evaluation Criteria
2.9	Information Resource Management	<p>VERY GOOD performance is based on</p> <ul style="list-style-type: none"> <li>• network servers are available for the WIPPNet population during core hours of 8 AM to 5 PM on normal work days with a 99.00% monthly average</li> <li>• 85% of Help Desk calls closed within one (1) month.</li> <li>• a 5% decrease in the number of backlog TARP items per month or no more than a total of 5% TARP backlog items.</li> </ul>
<b>3</b>	<b>ES&amp;H Performance - The Contractor's performance in environmental and regulatory compliance and safety and health is based on:</b>	
3.1	Environmental and Regulatory Compliance	<p>VERY GOOD performance is based on no more than three Notices of Violation received; preparation and submittal to CBFO of technically accurate and complete regulatory-related contract required reports and documents; permit modification requests, and planned change requests and notices, on submittal of required deliverables (annual and semi-annual) at least two weeks prior to the scheduled submittal due date. Excludes events prior to FY2015.</p>
3.2	Safeguards and Security Compliance and Implementation	<p>VERY GOOD is based on earning a Satisfactory Composite Site Rating and Satisfactory Ratings for all Safeguards and Security Topical and Sub-Topical Elements.</p> <ul style="list-style-type: none"> <li>• 90% success in meeting required response times for IOSC reporting in accordance with DOE Order 470.4B – Safeguards and Security Program Operations; 30 days or less for casual analysis and submittal of corrective action plans; implementation and closure of corrective actions within approved corrective action plan schedules.</li> <li>• 90% fulfillment of protective force positions with fully trained and qualified personnel.</li> <li>• Consistent monthly briefing consisting of expenditure of funds, accountability reports and incident reports; a quarterly briefing self-assessment results and special projects; all followed up by a written report.</li> </ul>
3.3	The Contractor's safety program reflects a mature and effective nuclear safety culture that fosters continuous improvement.	<p>VERY GOOD performance is based on the Contractor's successful</p> <ul style="list-style-type: none"> <li>• Completion of ISM Verification with no major issues with ISM Core Expectations resulting in approval by the CBFO Manager.</li> <li>• Maintenance of VPP Star status</li> <li>• Submittal of Safety Basis documents with some minor technical and non-technical errors on schedule supporting the Recovery interim Performance Measurement Baseline (PMB).</li> </ul>

Item	Criteria Description	Evaluation Criteria
3.4	The Contractor's Environmental Management System reflects continual improvement to WIPP's environmental performance	VERY GOOD performance is based on the contractor's successful maintenance of ISO 14001 registrations of the WIPP EMS and on successful completion of at least 80% of the current FY EMS Objectives and Targets.
3.5	Modifications to WIPP's regulatory envelope to improve efficiency and support WIPP recovery efforts and avoid the possibility of procedural violations will be needed throughout the operational lifetime.	VERY GOOD performance is based on routinely evaluating the regulatory requirements and proposing at least three regulatory changes (with regulatory defined as New Mexico Environment Department, EPA, and NRC) to the regulatory envelope that would, if implemented, result in making the project's regulatory compliance efforts simpler, less costly, and less constraining, without impacting safety or protection of human health and the environment.
3.6	Safety Management Programs Refurbishment to implement a strong nuclear safety culture.	VERY GOOD performance is based on satisfactory results on all safety management programs implementation verification reviews (IVR).
3.7	Contractor assurance program works with the CBFO oversight program to assure timely and effective closures.	VERY GOOD performance is based on 95% of identified issues are on schedule and have effectively resolved the issue.
3.8	Safe execution of work	VERY GOOD performance is based on 90% of work has well-defined scope, identified appropriate hazards, applied controls to mitigate the hazards, been executed within those controls, and for work that cannot be executed within the controls has been stopped and corrected prior to resuming the work.
<b>4 Cost Control - The Contractor's performance in cost control, cost reporting, cost estimation, will be evaluated to assess:</b>		
4.1	Effectiveness of cost planning.	VERY GOOD performance is based on effective and efficient utilization of all monetary resources in accordance with DOE priorities to meet and exceed customer expectations as demonstrated by uncosted/uncommitted carryover of no more than 8% of total funding at year-end.
4.2	Timeliness and accuracy of cost reporting.	VERY GOOD performance is based on 90% of the monthly WIPP Project Status Reports being available, accurate and complete within 20 working days of the calendar month-end.
4.3	Clarity of and ability to trace cost relative to work schedule/technical progress.	VERY GOOD performance is based on 100% of the costs being reported being tied directly to the WBS and CPB. 95% of programmatic changes are accurate, complete and submitted at least one week prior to the Baseline Change Control meeting.

Item	Criteria Description	Evaluation Criteria
4.4	Effectiveness of cost reduction/cost avoidance initiatives.	VERY GOOD performance is based on cumulative to date progress against the approved plan that implements the proposal commitment to realize a 15% reduction in annual operating costs for the baseline work scope by year 5 of the contract.
4.5	Cost Estimating Excellence	<p>VERY GOOD performance is defined as:</p> <ul style="list-style-type: none"> <li>• The Contractor maintains CPP and LC baselines and performs with cumulative overruns less than two percent at year-end.</li> <li>• CBFO-approved annual aggregate projects completed within +/- 20 % of the total CBFO Change Control Board approved cost estimates.</li> </ul>
4.6	Scheduling and tracking to support efficient operations.	VERY GOOD performance is defined as the Contractor managing resources through a schedule to drive efficient operations and clearly distinguishing that performance from level-of-effort work.
4.7	IPABS information is updated and accurate.	VERY GOOD performance is 95% of the information provided to DOE for input into IPABS is accurate, current and timely to meet HQ requested timelines.



ATTACHMENT 3

AWARD FEE TABLE

Period of Performance: 1 October 2014 – 30 September 2015

Item		Justification	Rating
1	<b>Mission Performance – The Contractor’s performance in progressing towards the WIPP mission of characterizing and disposing of TRU waste will be evaluated based on:</b>	Overall -	
1.1	WIPP plant availability to recover the facility.		
1.2	The extent to which CCP waste capability remains available to assigned sites.		
1.3	The degree of Contractor conformance with established schedules with an emphasis on U/G zone restoration and catch-up roof bolting.		
2	<b>Management Performance - The Contractor’s effective and efficient control of all areas of effort including management and technical effort required to meet contract requirements are based on:</b>	Overall -	
2.1	Develop adequate and corrective actions and implement effective correction action closures to address Judgments of Needs from the Accident Investigations Reports on the Salt Haul Truck Fire Event of February 5, 2014 and the Radiological Release Event of February 14, 2014 and prevent recurrence.		

2.2	Achieving the community commitments described in clause H.47.		
2.3	Hardware delivered to WIPP is properly inspected upon receipt to ensure defective equipment or parts are not entered into the WIPP inventory.		
2.4	Products/services delivered comply with DOE orders and applicable federal and state requirements, directives, regulations, and statutes, as well as the Contractor's program documents and procedures.		
2.5	Prime Contract Compliance		
2.6	Work Planning and Control improvements to effectively operate a Nuclear HazCat 2		
2.7	Performance in meeting annual Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan goals.		
2.8	Subcontracting packages submitted to CBFO in a timely manner that are of at least adequate quality.		
2.9	Information Resource Management		
3	<b>ES&amp;H Performance - The Contractor's ES&amp;H performance is based on the following:</b>	Overall -	

3.1	Environmental and Regulatory Compliance		
3.2	Safeguards and Security Compliance and Implementation		
3.3	The Contractor's safety program reflects a mature and effective nuclear safety culture that fosters continuous improvement.		
3.4	The Contractor's Environmental Management System reflects continual improvement		
3.5	Modifications to WIPP's regulatory envelope to improve efficiency and support WIPP recover efforts and avoid the possibility of procedural violations will be needed throughout the operational lifetime.		
3.6	Safety Management Programs Refurbishment to implement a strong nuclear safety culture.		
3.7	Contractor assurance program works with the CBFO oversight program to assure timely and effective closures.		
3.8	Safe execution of work		
4	<b>Cost Control - The Contractor's cost control will be evaluated to assess:</b>	Overall -	
4.1	Effectiveness of cost planning.		
4.2	Timeliness and accuracy of cost		
4.3	Clarity of and ability to trace cost relative to work schedule/technical progress.		
4.4	Effectiveness of cost reduction/cost avoidance initiatives.		

4.5	Cost Estimating Excellence		
4.6	Scheduling and tracking to support efficient operations; and		
4.7	IPABS information is updated and accurate.		

**SUMMARY TABLE**

<b>Item</b>	<b>Rating</b>	<b>Summary</b>
Mission Performance		
Management Performance		
ES&H Performance		
Cost Control		
<b>Overall</b>		

FEE PERCENTAGE AWARDED:

Comments: