

**Performance Evaluation and Measurement Plan
For**

**Acquisition for Operations of Depleted Uranium Hexafluoride
(DUF₆) Conversion Facilities at Paducah, Kentucky and
Portsmouth, Ohio**

RFP No. DE-SOL-0007016

**First Period
January 1, 2016 through September 30, 2016
Revision 0 May 2015**

CONCUR:

Robert E. Edwards, III,

**DUF6 Contracting Officer Representative
Portsmouth/Paducah Project Office**

CONCUR:

**TBD, President & Project Manager
Company awarded operations contract**

APPROVED:

**William E. Murphie, Manager
Portsmouth/Paducah Project Office**

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1. INTRODUCTION

The purpose of this Performance Evaluation and Measurement Plan (PEMP) is to define the methodology and responsibilities associated with determining the fee to be awarded to the contractor. The plan outlines the organization, procedures, evaluation criteria and evaluation periods for implementing the award and incentive fee provisions of the contract. The objective of the award fee is to motivate the contractor to substantially exceed standards and to emphasize key areas of performance without jeopardizing minimum acceptable performance in all other areas. The Award Fee period begins after the Contract Transition Period and extends for the contract duration.

2. DEFINITION OF TERMS

- a. **Contracting Officer (CO):** The individual authorized to commit and obligate the government through the life of the contract. The CO is an advisor to the Performance Evaluation Board (PEB).
- b. **Fee Determining Official (FDO):** The individual who makes the final determination of the amount of fee to be awarded to the contractor. The FDO is the Manager of the Portsmouth/Paducah Project Office. The authority has been delegated by the Office of Environmental Management Head of Contracting Activity.
- c. **Performance Evaluation Board (PEB):** The group of individuals who review the contractor's performance and recommend an award fee to the FDO. The PEB chairperson is the DUF₆ Federal project Director. Members of and advisors to the PEB are indicated in Exhibit 1.
- d. **Project Technical Monitor (PTM):** The individual(s) assigned to monitor and evaluate the contractor's performance on a continuing basis. The PTM's evaluation is the primary point of reference in determining the recommended award fee, especially the technical support area of performance. The PTM are responsible for providing their input, as requested, to the FPD. The PTM is an advisor(s) to the PEB.

3. AWARD FEE STRUCTURE

The award fee will be structured into two sections: a Categories of Performance section and a Production Incentive section.

Categories of Performance (Subjective)	\$TBD (30%)
Production Incentive	\$TBD (70%)

- a. The categories of performance section is divided into the following general categories of performance:
 - i. Condition of Plant
 - ii. Quality and effectiveness of Environment, Safety, Health and Quality Assurance (ESH&QA) Program,
 - iii. Quality and effectiveness of project support,

- iv. Quality and effectiveness of project management,
- v. Quality of nuclear safety and quality culture,

All categories will be evaluated as a whole, and will receive an overall grade ranging from Unsatisfactory to Excellent.

- b. The Production Incentive is based on achieving plant output for the duration of the contract. This is an incentive which provides a set rate for metric tons produced during the life of the contract. During annual evaluation periods, the sum number of tons produced in that period times the unit rate incentive will be earned in that period for those tons produced.
- c. Cost control applicable to the Production Incentive Fee will be measured against an agreed upon annual cost. The annual cost will be derived from the Contractor Performance Baseline (CPB) annual value. If Contractor's final annual cost for performance is greater than the annual cost, the corresponding fee amounts will be reduced in accordance with the Table in Section 6c.
- d. At no time will the fee earned be higher than that set in the contract.

4. ORGANIZATIONAL STRUCTURE

- a. The Manager, Portsmouth Paducah Project Office, is the FDO and establishes a PEB. In the absence of the Manager, Portsmouth Paducah Project Office, the Deputy Manager, Portsmouth Paducah Project Office serves as the FDO. The PEB assists the FDO in the award fee determination by recommending an award fee for the contractor's performance. If a PEB member or advisor is absent, the FDO can approve substitute(s) with similar qualifications. Technical and functional experts, as required, may serve in an advisory (non-voting) capacity to the PEB. Exhibit 1 provides a suggested listing for members and advisors.
- b. A copy of the PEMP will be provided to the contractor 30 days prior to the start of each subsequent evaluation period. The PEMP includes categories of performance and the award fee criteria as described in Section 3. Changes which do not impact the award fee criteria or process, such as editorial or personnel changes may be made and implemented without being provided to the contractor prior to the start of the evaluation period. The PEMP may be revised unilaterally by the Government at any time during the period of performance. Notification of such changes shall be provided to the Contractor 30 calendar days prior to the start of the evaluation period to which the change will apply.

5. RESPONSIBILITIES

- a. The PTMs will monitor and evaluate the contractor's performance. The PTMs will work closely with the CO, FPD and Deputy FPDs in performing surveillance duties. PTMs will utilize Exhibit 2, Award Fee Rating Table, and Exhibit 4 Rating Criteria, when monitoring and evaluating contractor's performance.

b. The FPD will use the Award Fee Rating Table in Exhibit 2 to determine the adjective ratings for the Exhibit 3 Category of Performance section to be reported to the PEB along with Exhibit 4. The FPD will be thoroughly familiar with current award fee policy, guidance, regulations, and correspondence pertinent to the award fee process. The FPD will coordinate administrative actions required by the PTM(s), the PEB, and the FDO. Administrative actions include receiving, processing, and distributing performance evaluation inputs, scheduling and assisting with internal milestones, i.e., PEB briefings, and other actions as required for the smooth operation of the award fee process.

c. The PEB members will review the PTM’s evaluation reports and the FPD’s recommended adjectival rating, consider information from other pertinent sources, and develop a fee recommendation. The PEB chairperson will give the fee recommendation to the FDO.

d. The FDO will review the PEB’s recommendations, consider all appropriate data, and notify the CO in writing of the final fee determination. The CO will prepare a letter for FDO signature notifying the contractor of the award fee amount. The CO will modify the contract to reflect the earned award fee for the performance evaluation period.

6. AWARD AND INCENTIVE FEE AMOUNTS

The total current contract fee available is \$TBD for the contract period.

a. AVAILABLE ESTIMATED FEE BY CATEGORY FOR FIRST PERIOD (TBD)

ELEMENT	TOTAL
Categories of Performance	\$TBD (30%)
Production Incentive	\$TBD (70%)

b. If a fee reduction in accordance with the Contract Clause B.9 “DEAR 952.223-76 CONDITIONAL PAYMENT OF FEE OR PROFIT–SAFEGUARDING RESTRICTED DATA AND OTHER CLASSIFIED INFORMATION AND PROTECTION OF WORKER SAFETY AND HEALTH (JAN 2004)” is directed, the fee pool for the evaluation period shall be decreased by the equivalent amount.

c. ESTIMATED PRODUCTION INCENTIVE FEE AVAILABLE FOR FIRST PERIOD

Fee vs. DUF6 Processed	Est. Max Incentive Fee FY 2016
\$TBD/MT; \$Production Fee total/Projected MT processed= \$TBD/MT	\$TBD
Fee Equation	Fee= \$TBD x MT Processed

The estimated cost for performance in Section B of the contract will be amended by DOE to incorporate contract modifications and corresponding changes to the contract performance baseline as required.

Actual Cost as percentage of CPB	Overrun Fee Reduction % to be removed from Production Incentive Fee Pool
Less than or equal to 100%	0
105%	10%
110%	15%
115%	25%

7. AWARD FEE PROCESS (See Exhibit 6, Award Fee Process Flowchart)

a. PTM Actions

- (1) PTM(s) will continually monitor and evaluate the contractor’s performance using the criteria contained in Exhibit 4, Rating Criteria. Monitoring and evaluating performance will include but not be limited to the routine interface and oversight of the contractor and the review of the provided services and work products submitted to DOE by the contractor. PTM(s) will also evaluate quarterly input by the contractor.
- (2) The PTM will use the appropriate Category of Performance (CP) rating criteria for the categories of performance section in Exhibit 4 to evaluate the contractor’s performance. The PTM will review and evaluate each evaluation criteria for each CP item to determine the performance level of the contractor. If a weakness appears in any way to negatively impact ES&H performance or the safeguarding of restricted data pursuant to the contract, the PTM shall notify the Deputy FPDs, FPD and the CO. A weakness for any Category of Performance is defined as any failure to meet CP evaluation criteria. The PTM will maintain all documentation. The PTM will use the documentation to ensure contractor has established adequate procedures to prevent recurrence of weaknesses.
- (3) The designated PTMs will assess the contractor’s progress against the PBI. The PTM(s) will provide status of the readiness states or production achieved for each of the seven production lines on an interim basis and at the end of the award fee period delineated by this plan to the PEB.
- (4) At the end of each period the PTM will submit to the FPD the rating criteria, Exhibit 4, for all Category of Performance items for that section. Based on the above evaluation results, the PTM will select the appropriate adjective rating with written notes on the strengths and weaknesses of the contractor to report to the FPD.

b. FPD’s Actions

- (1) The FPD will select an adjective rating for each of the CP items for the categories of performance section based on his/her personal observations of performance and on the

adjective rating reported by the PTM along with an assessment of the PBI readiness state of each of the seven production lines.

- (2) The FPD will use Exhibit 5, Adjective Rating Summary Table, to record the PTM's adjective rating for the period and the FPD's adjective rating. The FPD is not permitted to change the PTM's adjective rating. In addition to reporting the PTM's notes on the strengths and weaknesses of the contractor, the FPD will annotate his/her rationale for selecting a particular adjective rating.
- (3) The FPD will use Exhibit 5, Adjective Rating Summary Table, to determine the adjective rating for the award fee.
- (4) The FPD will submit a completed Exhibit 5, Adjective Rating Summary Table, for presentation to the PEB along with a summary report on the PBIs.
- (5) The FPD notifies PEB members and any advisors of the date and time of the PEB meeting. Additionally, the FPD notifies the contractor of the date and time of PEB meeting and advises the contractor of when and how (written, oral, or both) he/she will be permitted to address the PEB as determined by the PEB chairperson. Generally, the contractor will be provided the opportunity to provide written materials (limited to no more than 20 pages) and make an oral presentation of up to 30 minutes. The presentation should be provided in advance and should be in the form of a self-assessment measured against each award fee criteria section. Prior to the PEB meeting, the FPD will provide the PEB members with a page-numbered binder to include, at a minimum, the input for the award fee period from the PTM members, the forms required to be filled out during the evaluation meeting, and the contractor's award fee presentation.
- (6) The FPD prepares the draft performance evaluation report in a briefing format as determined by the PEB chairperson. The area report briefing should include a mix of specific and global evaluation comments so the PEB can get a holistic assessment of the contractor's performance.

c. **PEB Actions**

- (1) FPD will chair the PEB. The FDO will be the approving authority for selection of the PEB members recommended by the chairperson. The PEB chairperson will establish dates, times, and places for the PEB meeting and make appropriate notification to members, advisors, and the contractor. The chairperson will schedule the PEB meeting to ensure the PEB's recommended fee is presented to the FDO within 30 days following the close of the evaluation period.
- (2) PEB members will consider all information from the following sources in determining its award fee recommendation to the FDO:
 - a) Evaluations submitted by the PTMs and FPD. Chairperson may require oral briefings by the functional area personnel.

- b) Evaluations and status of PBI accomplishments.
- c) Information submitted by other sources as considered appropriate by the PEB.
- d) Contractor's written or oral (or both as determined by chairperson) self-assessment of performance.

- (3) Using Exhibit 5, Adjective Rating Summary Table; each PEB member will document their adjective rating from Exhibit 2, Award Fee Rating Table, and provide their rationale by attaching notes to Exhibit 4 for their selection.
- (4) The chairperson will collect members' Adjective Rating Summary Table, Exhibit 5, and review them. If any member's adjective rating is "below satisfactory" and this rating is lower than a PTM(s) adjective rating for that same area, appropriate discussions with that member(s) should be conducted to determine the member's rationale. Lowering the adjective rating requires specific reasons, since the contractor will be aware of all weaknesses from the PTM's evaluation. Once the chairperson is satisfied with the PEB's rating results, the chairperson will pass the individual member's rating sheets to the FPD.
- (5) The chairperson summarizes individual member's adjective ratings for the rating criteria using Exhibit 5, Summary of PEB's Rating and provides a summary of the adjective rating to ensure PEB consensus with the resulting overall rating. The PEB will then strive to gain consensus on a fee/fee range recommendation to the FDO for the categories of performance section award fee.
- (6) The PEB members will evaluate the PBI status of each production line. The FPD will strive to gain consensus of the PBI achievement from the board on a fee recommendation to the FDO.
- (7) The chairperson will prepare or will have prepared a cover letter to transmit the final Performance Evaluation Report, to include Exhibits 4 and 5, Summary of PEB's Rating, to the FDO along with a report on the PBI status of processed metric tons of uranium oxide produced/completed.
- (8) The PEB Chair will meet with the contractor's manager each period to discuss PTM and FPD ratings, upon request by the contractor's manager. If issues have not been previously communicated by DOE to the contractor, this gives the contractor an opportunity to make corrective actions prior to future periods.

d. **FDO's Actions**

- (1) The FDO will review the PEB's recommendations, consider all appropriate data, and notify the CO in writing of the final fee determination.

e. **CO's Actions**

- (1) The CO will prepare a letter for the FDO's signature notifying the contractor of the amount of award fee earned for the period. Additionally, the letter will identify any specific areas of strengths and weaknesses in the contractor's performance.
- (2) The CO will unilaterally modify the contract to reflect the FDO's final determination of award fee. This modification will decrease the total value of the contract commensurate with the amount of the fee unearned. The modification will be issued to the contractor within 14 days after the CO receives the FDO's decision.

8. TERMINATION FOR CONVENIENCE

In the event that the contract is terminated for the convenience of the government (Clause I.112), the remaining award fee payable for the current period may be available for equitable adjustment in accordance with the termination clause of the contract. The remaining fee for all periods after the termination shall not be considered earned and therefore shall not be paid.

**EXHIBIT 1
PERFORMANCE BOARD EVALUATION**

Fee Determining Official:

Manager, PPPO Lexington

William E. Murphie

PEB members and advisors:

FPD, (Chairperson)

(Vacant)

Deputy Manager, PPPO Lexington

Robert E Edwards, III

Procurement Director, PPPO Lexington

Robert Swett

*Contracting Officer

Tyler Hicks

*Attorney Advisor

Laura Sawyer

* Board Advisors

Project Technical Monitors¹:

Peter Burban, Deputy FPD, Portsmouth

James Johnson, Deputy FPD, Paducah

Cindy Zvonar

Tom Hines

Greg Bazzell

Dick Mayer

* Advisor to the board, non-voting participants

¹ The PEB Chair may add, remove or replace additional PTMs throughout the contract period of performance, as appropriate.

EXHIBIT 2 – AWARD FEE-CATEGORIES OF PERFORMANCE SECTION RATING TABLE AND CONVERSION CHART

<u>AWARD FEE RATING TABLE</u>		
<u>ADJECTIVE RATING</u>		<u>DEFINITION</u>
EXCELLENT	91%-100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
VERY GOOD	76%-90%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
GOOD	51%-75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
SATISFACTORY	No Greater Than 50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee for the award-fee evaluation period.
UNSATISFACTORY	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

EXHIBIT 3 CATEGORY OF PERFORMANCE FEE

<u>AWARD FEE CONVERSION CHART</u>		
<u>ADJECTIVE RATING</u>	<u>EVALUATION POINTS</u>	<u>PERCENTAGE OF AWARD FEE EARNED</u>
EXCELLENT	23-25	91 to 100%
VERY GOOD	19-22	76 to 90%
GOOD	14-18	51 to 75%
SATISFACTORY	8-13	No Greater Than 50%
UNSATISFACTORY	0-7	0%

Calculation Methodology:

PTM assigns rating (0-25) for the Categories of Performance for this section of award fee.

**EXHIBIT 4 AWARD FEE- CATEGORIES OF PERFORMANCE SECTION
RATING CRITERIA WORKSHEETS**

RATING CRITERIA					
CATEGORIES OF PERFORMANCE	RATING				
	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
EVALUATION POINTS:	23-25	19-22	14-18	8-13	0-7
1.0 Condition of Plant					
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES				
<p>1a. The contractor must maintain period Technical Surveillance Requirement violation rates at or below the Department of Energy (DOE) Environmental Management (EM) Goal for the entire evaluation period. Evidence will be declared TSR violations.</p> <p>1b. The contractor will reduce corrective maintenance backlog by at least 15% from the backlog existing at the beginning of the evaluation period. Evidence will be backlog at end of the evaluation period.</p> <p>1c. The contractor must maintain plant configuration control. Evidence will be accuracy and timeliness of Piping and Instrument Drawing changes maintained for maintenance and isolation.</p> <p>1d. The contractor must conduct planned maintenance in timely fashion. Evidence will be extent of deferred planned maintenance at end of evaluation period.</p>					

RATING CRITERIA					
CATEGORIES OF PERFORMANCE	RATING				
2.0 Quality and Effectiveness of Environment, Safety, Health, and Quality Assurance (ESH&QA)					
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES				
2a. The contractor must maintain cumulative Days Away,					

**EXHIBIT 4 AWARD FEE- CATEGORIES OF PERFORMANCE SECTION
RATING CRITERIA WORKSHEETS**

<p>Restrictions and Transfers (DART) and Total Recordable Cases (TRC) rates at or below the Department of Energy (DOE) Environmental Management (EM) Goal for the entire evaluation period. The Fiscal Year 16 EM Goal is 0.6 for DART and is 1.1 for TRC by the end of each reporting period.</p>	
<p>2b. The Contractor will be evaluated on the sufficiency of their policies, plans, and procedures governing ESH&QA programs. Measures of quality include technical and factual accuracy, completeness, meets regulatory requirements and requires minimal re-work or revision.</p>	
<p>2c. The Contractor will be evaluated on their application and incorporation of ESH&QA principles and requirements into work scopes and specific programs and efforts, including but not limited to Integrated Safety Management, radiological protection, environmental protection, industrial safety, security (includes Cyber-Security), nuclear safety, waste shipping, emergency management, waste minimization, Conduct of Operations, QA, and work planning initiatives. Evidence of such application and implementation includes written conformance with DOE Policies, Orders and standards, development and implementation of programs and practices to meet and enhance ESH&Q, and demonstrated performance against DOE and regulatory requirements.</p>	
<p>2d. The Contractor will be evaluated on their ability to effectively and timely identify, manage, prevent or correct, report and resolve deficiencies within the ISMS program. Contractor will also be evaluated on the thoroughness of their response to deficiencies to prevent recurrence of the deficiency including the manner and adequacy of tracking, trending, and root cause/lessons learned analyses, reporting, and formal closure processes.</p>	

**EXHIBIT 4 AWARD FEE- CATEGORIES OF PERFORMANCE SECTION
RATING CRITERIA WORKSHEETS**

RATING CRITERIA					
CATEGORIES OF PERFORMANCE	RATING				
3.0 Quality and Effectiveness of Project Support (Reference Section C.5 of the contract)					
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES				
3a. The contractor will be evaluated on the effectiveness, timeliness and adequacy of support provided to DOE as identified in section C.5 of the contract. Evidence will include meeting due dates, meeting and exceeding program requirements, minimizing re-work, enhancing the work schedule, and minimizing and reducing costs associated with the work scope.					
3b. Customer relations given priority consideration. Evidence will include timeliness of request support and demonstrated performance. Evidence will include the clarity and technical accuracy of briefing materials and presentations and the pro-active implementation of communication strategies with the site stakeholders.					
3c. Provides efficient and effective administrative services, regulatory management, NEPA implementation, records management and property management. Evidence will include meeting due dates, meeting and exceeding program requirements, minimizing re-work, enhancing the work schedule, and minimizing and reducing costs associated with the work scope.					
3d. The contractor will be evaluated on the effectiveness, and adequacy of implementation of its waste and product management programs. Evidence will include meeting regulatory or scheduled due					

**EXHIBIT 4 AWARD FEE- CATEGORIES OF PERFORMANCE SECTION
RATING CRITERIA WORKSHEETS**

<p>dates, meeting and exceeding program requirements, minimizing re-work, enhancing the work schedule, and minimizing and reducing costs associated with the work scope.</p>	
<p>3e. The contractor will be evaluated on the effectiveness and adequacy of implementation of facility maintenance and infrastructure obligations. Evidence will include meeting regulatory or scheduled due dates, meeting and exceeding program requirements, minimizing re-work, enhancing the work schedule, and minimizing and reducing costs associated with the work scope.</p>	
<p>3f. The contractor will be evaluated on maintaining cost control as it relates to the Contractor Performance Baseline. Evidence of effective cost control will be completion of work scope within the baseline.</p>	

**EXHIBIT 4 AWARD FEE- CATEGORIES OF PERFORMANCE SECTION
RATING CRITERIA WORKSHEETS**

RATING CRITERIA				
	RATING			
CATEGORIES OF PERFORMANCE				
4.0 Quality and effectiveness of Project Management and Technical Problem solving				
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES			
<p>4a. The contractor will be evaluated on how the project is managed, costs are tracked and reported. The contractor will be evaluated on the timeliness and accuracy of monthly variance analysis of cost vs. budget, monthly reporting of EACs, and the reconciliation of monthly financial costs. The contractor will be evaluated on the tracking and reporting of financial and project controls information for the current fiscal year. The contractor will be evaluated on communication with DOE regarding status of budget and planned or proposed changes. The contractor will be evaluated on timely submission of distributed budgets prior to beginning of each fiscal year. The contractor will be evaluated on the accuracy of EAC projections and baseline change processes and management. In addition, the Contractor will be evaluated on its ability to submit timely, accurate, and auditable proposals.</p>				
<p>4b. The contractor will be evaluated on the effectiveness, timeliness and adequacy of its ability to perform tasks in most cost effective manner consistent with the contract and approved baselines and DOE concurrence and/or guidance. The contractor will be evaluated on the communication and planning with DOE of any deviation from contract and baseline. The contractor will be</p>				

**EXHIBIT 4 AWARD FEE- CATEGORIES OF PERFORMANCE SECTION
RATING CRITERIA WORKSHEETS**

<p>evaluated on overall and specific project status, contract changes, baseline changes, adherence to a formal Baseline Change Proposal (BCP) process, monthly reporting that supports DOE’s timely submission of data (IPABS monthly financial and performance measures). Submission of required project monthly data to DOE Headquarters and accurate information for monthly project reviews. The contractor will be evaluated on the contract cost and scope and baseline cost and scope alignment at time of request for payment of provisional fee.</p>	
<p>4c. Presents initiatives which result in tangible cost or schedule savings or risk reduction to the Project.</p>	
<p>4d. The contractor will be evaluated on technical solutions to improve plant reliability, achieve higher plant DUF6 processing throughput, and managing critical spares.</p>	

RATING CRITERIA					
CATEGORIES OF PERFORMANCE	RATING				
5.0 Quality of Nuclear Safety and Quality Culture					
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES				
<p>5a. Contractor must ensure programs are in place and emphasize expectations which will promote a robust Nuclear Safety Culture and Safety Conscious Work Environment. Contractor leverages ongoing Safety Conscious Work Environment (SCWE) and related program efforts to enhance development of a strong Nuclear Safety Culture consistent with the DOE and Energy Facility Contractor Group Expectations.</p>					
<p>5b. Evidence of meeting this objective include: 1)</p>					

**EXHIBIT 4 AWARD FEE- CATEGORIES OF PERFORMANCE SECTION
RATING CRITERIA WORKSHEETS**

<p>maintaining and implementing an approved SCWE action plan; 2) improving trends in Corrective Action Program condition report (CR) corrective action effectiveness, and self- identification; 3) absence of substantiated employee concerns alleging harassment, intimidation, retaliation or discrimination and/or chilling effect; and 4) mitigating employee concerns and implementing actions to prevent recurrence.</p>	
<p>5c. The Contractor will be evaluated on the quality, implementation and effectiveness of its Differing Professional Opinion process (for technical issues) consistent with DOE standards. Evidence includes compliance with required notifications and documentation of resolution of issue when formal differing opinion is raised</p>	
<p>5d. The Contractor shall establish and maintain a Safety Conscious Work Environment consistent with DOE. The Contractor will be evaluated on the quality, implementation and effectiveness of its programs that reflect the responsibility and accountability to these expectations. The evaluation will review (1) the contractor’s workplace to determine how well the contractor has provided an environment that is free from harassment, intimidation, retaliation and/or discrimination and (2) the Contractor’s action taken to adequately and effectively mitigate issues that may prevent the Contractor and subcontractor employees from raising concerns to the Contractor or DOE.</p>	
<p>5e. The evaluation will include a review of the Contractor’s annual assessment of its Nuclear Safety Culture and Safety Conscious Work Environment practices through the detailed report of its results to the PPPO.</p>	

**EXHIBIT 5 AWARD FEE-CATEGORIES OF PERFORMANCE SECTION
SUMMARY RATING CRITERIA WORKSHEETS**

Adjective Rating Summary Table

CATEGORIES OF PERFORMANCE	ADJECTIVE RATING
1. Condition of Plant	
2. Quality and Effectiveness of Environment, Safety, Health and Quality Assurance (ESH&QA)	
3. Quality and Effectiveness of Project Support	
4. Quality and Effectiveness of Project Management and Technical Problem Solving	
5. Quality of Nuclear Safety and Quality Culture	

