

Project Evaluation and Management Plan (PEMP)  
Paducah Gaseous Diffusion Plant Deactivation and Remediation  
Contract Number DE-SOL-0008746



Source Selection Information - - See FAR 2.101 and 3.104

This PEMP was prepared in accordance with Federal Acquisition Regulation (FAR) 16.401 under CONTRACT NO. [To be inserted] and has been concurred upon and approved.

CONCUR:

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Site Lead, DOE Paducah Gaseous Diffusion Plant Date

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Contracting Officer (CO), DOE Paducah Gaseous Diffusion Plant Date

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Office of Counsel, DOE Paducah Gaseous Diffusion Plant Date

APPROVED:

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Fee Determining Official, DOE Paducah Gaseous Diffusion Plant Date

## 1. INTRODUCTION

Federal Acquisition Regulations (FAR) 16.401 through FAR 16.402-4 discuss incentive Contracts and place incentives in two major categories: award-fee (AF) and performance-based incentives (PBI). The term Performance Evaluation Management Plan (PEMP) is used to address a fee plan that includes both types of incentives<sup>1</sup>. When measuring performance for award-fee, the Contracting Officer (CO) will document the evaluation using adjectival ratings and their associated descriptions, and award-fee percentages prescribed in Table 16-1 in FAR 16.401.

This document serves as the PEMP for the Paducah Gaseous Diffusion Plant (PGDP) Deactivation & Remediation (D&R) at the Department of Energy (DOE) Paducah site addressing management of Contractor fee provisions of CONTRACT NO. [To be inserted]. It provides standardization necessary to assure effective development, administration, and coordination of all phases of the fee process. In the event of a conflict between the PEMP and the Contract, the Contract takes precedence. Additionally, the PEMP process is integrated with the Contract Management Plan (CMP), the Risk Management Plan (RMP), and the Quality Assurance Surveillance Plan (QASP) to provide a streamlined and comprehensive methodology to consistently capture and report on performance for GDP D&R. As such, the PEMP will also be used to satisfy requirements of FAR 42.15, Contractor Performance Information, through the Contract Performance Assessment Reporting System (CPARS).

The PEMP was developed with the following objectives:

- Focus the Contractor on areas of greatest importance for success.
  - Southwest Plume Sources.
  - C-400 Building Subsurface Source Remediation activities.
  - Downgrade of C-337 & C-337A from a HAZCAT 2 Facility to a Radiological Facility.
  - Stabilization and Deactivation activities for C-331.
  - Stabilization and Deactivation activities for C-333 & C-333A
- Clearly communicate Contract performance evaluation procedures and provide for effective communication between the Contractor and the DOE.
- Be kept as simple as possible commensurate with the complexity and dollar value of the Contract.

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<sup>1</sup> DOE Acquisition Guide Chapter 16.2R1 (June 2014)

This PEMP is the basis for the DOE evaluation of the contractor's performance and for presenting an assessment of that performance to the Fee Determining Official (FDO). It describes specific criteria and procedures used to assess the contractor's performance and to determine the amount of fee earned. Actual award fee determinations and the methodology for determining fee are unilateral decisions made solely at the discretion of the Government.

The fee will be provided to the contractor through contract modifications and is in addition to the (type contract) provisions of the contract. The fee earned and payable will be determined by the FDO based upon review of the Contractor's performance against the criteria set forth in this plan. The CO may unilaterally change this plan prior to the beginning of an evaluation period. The Contractor will be notified of changes to the plan by the CO, in writing, before the start of the affected evaluation period. The PEMP may be revised unilaterally at any time during the evaluation period; but the revised PEMP, or revised portion thereof, shall not be effective until 1 calendar day after the Contractor receives the revised PEMP.

The PEMP, also referred to in this document as the "Plan," implements the requirements of Acquisition Letter (AL)-2014-02, *Provisional Payment of Fee*, dated October 29, 2013; and the Memorandum from the Deputy Secretary of Energy entitled *Aligning Contract Incentives for Capital Asset Projects*, (S-2 Memo) dated December 13, 2012

This plan covers the entire period of performance of the contract after the 120 day Contract Transition Period. Award Fee evaluations will be performed annually. DOE may solicit the Contractor's input in developing annual Performance Based Incentives (PBIs).

## 2. DEFINITION OF TERMS

- a. **Available Fee:** Fee the Contractor might earn but has not yet earned.
- b. **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).
- c. **Earned Fee:** The fee due the Contractor by virtue of its meeting the contract's requirements and the Award Fee Plan entitling it to fee. Earned fee does not occur until the Contractor has met all conditions stated in the contract and the Award Fee Plan for earning fee. The evaluation period for the determination of earned fee is the Contract period of performance. The FDO's final evaluation of contractor performance will convert provisionally earned fee into final fee.
- d. **Fee Determining Official (FDO):** The individual who determines the amount of provisional award fee payable to the Contractor for each award fee period and who also makes the final fee determination as to the total amount of fee which is considered to be earned at the end of the period of performance of the Contract. The Manager, Portsmouth/Paducah Project Office, will serve as the FDO and will establish a PEB.
- e. **Initial Contract Performance Baseline:** The Initial CPB for the Contract performance period that reflects the Contractor's scope, cost and schedule as contained in the Contractor's proposal

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- f. **Final Contract Performance Baseline (CPB)**: Represents the cost, schedule, and the entire scope and entire period of performance as it relates to the total estimated cost of the Contract.
- g. **Performance Evaluation Board (PEB)**: The group of individuals who review the Contractor's performance and recommend an award fee to the FDO.
- h. **Performance Evaluation Board Chair (PEBC)**: The PEBC is the Department of Energy (DOE) Site Lead, Paducah. This individual directs the activities of the PEB and appoints its members.
- i. **Project Team Evaluators (PTE)**: The individual(s) assigned to monitor and evaluate the Contractor's performance on a continuing basis.
- j. **Provisional Payment of Fee**: The Government's payment of available fee to the Contractor for making progress towards meeting the performance measures for the incentive before the Contractor has earned the available fee. Annual interim evaluation periods for the determination of provisional fee payments are as established in this Award Fee Plan.
- k. **Technical Lead (TL)**: The individual who manages the award fee evaluation process and evaluates the performance of the contractor in parallel to the PTEs.

### 3. INCENTIVE STRUCTURE

The incentives will be divided into two components: 1) Adjectival Rating Categories of Performance and 2) Performance Based Incentives (PBI).

- a. **Adjectival Rating Categories of Performance**: This component has been divided into the following sub-component incentives: quality, schedule, cost control, management (including effective contractor human resources management), small business utilization, and regulatory compliance, see Exhibit 3. Each sub-component incentive will be evaluated separately and will receive an adjectival rating ranging from Unsatisfactory to Exceptional. The percent of available fee placed on this component will be 20%, see Exhibit 2.
- b. **PBIs**: This component includes PBI's for work to be performed during each annual interim evaluation period. Examples of the Activity PBIs for the Base Period are provided in Exhibit 4, Activity Performance Based Incentives (PBI) and Evaluation Criteria, along with the relative percentage of the Activity PBI Fee which will be allocated to each activity or group of activities. The specific performance criteria for each PBI element will be determined prior to the annual interim evaluation period and an award fee amount assigned. The percent of available fee placed on this component will be 80%, see Exhibit 2. Each element of the PBI will be evaluated on a Pass-Fail basis. DOE may, at its sole discretion, allow partial provisional fee or earned fee within the PBI element, based on the work completed. This PEMP will not be revised annually for the issuance of the annual PBIs. DOE will issue a contract modification when annual PBIs are revised.

The Contractor shall sign/certify and submit to DOE a *Certification of Completion* for each PBI completed, see Exhibit 5. The *Certificate of Completion* for each PBI shall include supporting documentation such as acceptance/test reports, shipping manifest or other proof of completion. The *Certificate of Completion, including all supporting documentation* shall be delivered to DOE within 15 days of PBI completion or the end of the evaluation period. If the Contractor determines that the *Certificate of Completion* submitted is incomplete or requires an update, the Contractor shall immediately notify DOE and resubmit a revised *Certificate of Completion* along with the updated/revised associated documentation attached. The certificate may be executed by any person authorized to bind the Contractor.

#### 4. CHANGE CONTROL

- a. PEMP Change Procedures- Changes that do not impact the award fee criteria or process, such as editorial clarifications or other insignificant changes may be made and implemented unilaterally by the Government at any time without providing advance notice to the Contractor. Changes that do impact the award fee criteria or processes may be made unilaterally by the Government, provided the Contractor receives notification 30 days prior to the start of a new evaluation period. Such changes will take effect at the start of the new evaluation period. After an evaluation period has begun, changes may only be made by mutual agreement of the parties. Examples of such changes may include changing evaluation criteria, adjusting weights to redirect Contractor's emphasis to areas needing improvement, and revising the distribution of fee dollars. The Contractor may recommend changes to the CO no later than 60 days prior to the beginning of the new evaluation period.
- b. PBI Issuance/Change Procedures- Changes that do not impact the award fee criteria or process, such as editorial clarifications or other insignificant changes may be made and implemented unilaterally by the Government at any time without providing advance notice to the Contractor. The annual PBIs will be established unilaterally by the Government, provided the Contractor receives notification 30 days prior to the start of a new evaluation period. Such changes will take effect at the start of the new evaluation period. The annual revisions to the PBIs will be formally issued in accordance with this PEMP and approved by the Portsmouth/Paducah Project Office (PPPO) Manager. After an evaluation period has begun, changes may only be made by mutual agreement of the parties. Examples of such changes may include changing evaluation criteria, adjusting weights to redirect Contractor's emphasis to areas needing improvement, and revising the distribution of fee dollars. The Contractor may recommend changes to the CO no later than 60 days prior to the beginning of the new evaluation period.
- c. In the event that the Contractor believes circumstances completely beyond its control may prevent successful completion of a PBI, the Contractor may request DOE replace the PBI or remove and restructure the PBI fee proportionally to the remaining PBIs in the current period for the CLIN identified. The Contractor's request must be made in writing to the CO and include substantial, verifiable justification in accordance with FAR 52.243-7, *Notification of Changes*. The written request must be submitted as soon as practicable

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after the event or events occurred; however under no circumstances shall the request be made after the required completion date of the PBI. Upon receipt of the Contractor' request, DOE will determine whether circumstances completely beyond the control of the Contractor have in fact prevented the Contractor from successfully completing the PBI. In the event DOE does not make a determination, the Contractor's request shall be deemed denied. In the event the DOE does make an affirmative determination, DOE may, in its sole discretion, replace the PBI or remove and restructure the fee proportionally to the remaining PBIs in the period. In the event the contractor does not successfully complete the replacement PBI in the identified period, the award fee associated with the replacement PBI may be forfeited and not available in this or any other award fee period.

## **5. RESPONSIBILITIES**

- a. The PTE(s) will monitor and evaluate the Contractor's performance consistent with Exhibits 1-3. PTE(s) will also evaluate quarterly input by the Contractor.
- b. The TL will monitor and evaluate the Contractor's performance consistent with Exhibits 1-3. The TL will also evaluate quarterly input by the Contractor. Additionally, the TL will evaluate each PBI to determine the Pass/Fail rating. The DOE will also consider the Contractor's submitted Exhibit 5, Contractor Certification of Completion in their verification of the completion of PBIs.
- c. The PEB members will review the PTE's evaluation reports, and the TL's recommended adjectival rating for Adjectival Rating Categories of Performance. The PEB members will also review the TL's pass/fail determination with respect to each PBI. After these reviews, the PEB members will consider information from other pertinent sources, and develop a fee recommendation. The PEBC will provide the fee recommendation to the FDO.
- d. The final determination for award fee earned under this Contract shall be made unilaterally by the FDO. This determination shall be based upon the FDO's evaluation of the Contractor's performance, as measured against the evaluation criteria set forth in the PEMP. For the final earned fee determination, the CO will modify Section B.2 of the Contract to reflect the earned award fee for the Contract Period of Performance.

## **6. AWARD FEE AMOUNTS AND PERIODS**

- a. The total award fee available to be earned at the end of the contract base period of performance is specified in Section B of the Contract. An annual amount of provisional award fee will be available for each interim evaluation period subject to contract adjustments through modification of the contract. These annual provisional award fee amounts are specified in Section B of the Contract.
- b. The CO may authorize provisional payments of up to 75% of the total available award fee for the period of performance. The CO will take into consideration the Contractor's

performance from a quality, cost and schedule standpoint when determining specific provisional fee amounts. No such provisional payments will be authorized however, unless and until the Contractor has a DOE approved Earned Value Management System and the Contract Performance Baseline is aligned with the contract.

- c. These payments are at the discretion of the CO and are entirely provisional (i.e., award fee is not earned until the FDO has issued an Earned Fee Determination at the end of the Contract Period of Performance). The Contractor shall return within 30 days any provisional fee payments which exceed the amount of the FDO's final determination of earned fee (which occurs at the conclusion of the contract base period of performance) and conversely the Contractor may be permitted to invoice for any underpayments of provisional fee should this fee determination exceed the provisional fee payments. If the Contractor fails to return the provisionally paid fee within 30 days of the FDO/Contracting Officer's determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the Contractor due to the Contractor's failure, may deduct the amount of the provisionally paid fee from: amounts it owes under invoices or any other amount it owes the Contractor for payment, financing, or other obligation.
- d. At the end of each Interim Evaluation Period, the Contractor will be measured against the evaluation and performance criteria and will be assigned a rating for the adjectival categories, based on the evaluation of the PEB members. This rating will be used to calculate any provisional fee payments.
- e. If the CO has authorized provisional payments more frequently than annually, these payments will be reconciled at the annual interim evaluation. If the payments exceed the provisional fee determination for the annual interim evaluation period, the Contractor may be required to provide a credit against future payment vouchers and/or refund any difference. The CO may suspend or reduce provisional fee payments if the Government determines that the performance and/or evaluation criteria are not being met. The FDO's determination that the Contractor has met the requirements for the provisional payment of fee for any particular incentive during a particular interim evaluation period has no bearing on whether the Contractor is actually entitled to earn any fee at the conclusion of the Contract. Provisional payment of fee is a separate and distinct concept from earned fee. The determination as to the amount of fee earned by the Contractor is only made at the end of the Contract's period of performance by the FDO. In some instances, for example, a Contractor could conceivably receive 100% of possible provisional fee payments during the course of performance yet not earn any fee. In that case, the Contractor would be required to return all provisional fee payments. The Contractor could in other instances, for example, receive 0% of possible provisional fee payments; yet eventually earn the entire amount of available fee assuming all Contract and award fee requirements were met.
- f. If the CO reduces fee in accordance with the contract clause I.230 entitled "DEAR 970.5215-3, Conditional Payment of Fee, Profit, or Incentives—Facility Management Contracts (AUG 2009)" or other contract clauses, the total available award fee pool for the contract Period of Performance shall be decreased by the equivalent amount. The amount of reduction under this clause shall not exceed any provisional fee paid or

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provisional amounts of fee determined otherwise payable in the interim evaluation period.

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**Exhibit 1  
 AWARD FEE RATING TABLE**

UNSATISFACTORY	SATISFACTORY	GOOD	VERY GOOD	EXCELLENT
0% Earned	No Greater than 50%	51-75% Earned	76-90% Earned	91-100% Earned
Contractor <u>has failed</u> 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	Contractor <u>has met</u> 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.	Contractor has <u>exceeded some</u> 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.	Contractor has <u>exceeded many</u> 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.	Contractor has <u>exceeded almost all</u> 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.

**Adjectival Rating Notes**

**EXCELLENT (91-100%)**

Performance is of the highest quality that could be achieved under the contract. There are no areas of deficiencies or problems encountered during the evaluation period.

**VERY GOOD (76-90%)**

Performance is of high quality and approaching the best that could be performed by the contractor. Work completed greatly exceeds the average performance level. A few minor problems are experienced during the evaluation period without impacting the overall level of performance.

**GOOD (51-75%)**

Contractor exceeds some contract requirements in a manner demonstrating commitment to the program. Work is completed much better than the minimum required performance. Areas of deficiency and minor problems are more than off-set by areas of good performance.

**SATISFACTORY (<=50%)**

Contractor's performance is the minimum required level to meet needs. Areas of good performance are offset by deficiencies and problems, which reduces performance to a level that is minimally acceptable under the contract.

**UNSATISFACTORY (0%)**

Contractor does not meet minimum contract requirements.

**Exhibit 2**  
**AWARD FEE RATING WEIGHTING**

<b><u>ADJECTIVAL RATING CATEGORIES OF PERFORMANCE (20%)</u></b>	<b><u>WEIGHTINGS</u></b>
1. Quality	15%
2. Schedule	15%
3. Cost Control	30%
4. Management	20%
5. Utilization of Small Business	5%
6. Regulatory Compliance	15%

<b><u>PERFORMANCE BASED INCENTIVES (80%)</u></b>	<b><u>PERCENTAGE OF AVAILABLE PBI FEE</u></b>
PBIs – The number and details of the PBIs will be provided to the Contractor annually prior to the start of the evaluation period.	<i>As established in the Annual PBIs issued by DOE.</i>
The Period 1 PBIs will be issued unilaterally by DOE 45 days after Notice to Proceed to begin upon contractor transition. All future annual PBIs will be issued unilaterally not later than 30 days prior to the start of the scheduled evaluation period.	

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**Exhibit 3  
 INDIVIDUAL PROJECT TEAM EVALUATOR WORKSHEET**

<b>Project Team Evaluator Name:</b>		Check Appropriate Box	
<b>FY:</b>	<b>Quarter:</b>	Excellent	Satisfactory
Adjectival Rating Category of Performance (Evaluation Weighting)		Very Good	Unsatisfactory
1. Quality (15%)		Good	NA
EVALUATION CRITERIA	Notes on Performance Assessment		
<ul style="list-style-type: none"> <li>The Contractor will be evaluated on the quality and effectiveness of their policies, plans, and procedures governing Contractor activities.</li> <li>The Contractor will be evaluated on their application and incorporation of QA, Security and Safety principles and requirements into work scopes, subcontracts and specific programs and efforts, including but not limited to, ISMS, 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.</li> <li>The Contractor will be evaluated on their ability to effectively and timely identify, manage, prevent or correct, report and resolve deficiencies. 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 process.</li> <li>The Contractor will be evaluated on the quality and effectiveness of all contractual deliverables</li> <li>The Contractor will be evaluated on their performance of S&amp;M, including maintaining roof warranties.</li> </ul>			

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<b>Project Team Evaluator Name:</b>		Check Appropriate Box			
<b>FY:</b>	<b>Quarter:</b>	Excellent		Satisfactory	
Adjunctive Rating Category of Performance (Evaluation Weighting)		Very Good		Unsatisfactory	
2. Schedule (15%)		Good		NA	
EVALUATION CRITERIA	Notes on Performance Assessment				
<ul style="list-style-type: none"> <li>The Contractor will be evaluated on the timeliness of the completion of the contractual deliverables. 100% of deliverables must be provided on time in order to achieve at least a satisfactory rating.</li> <li>The Contractor will be evaluated on the timeliness of the completion of the contractual milestones (field work).</li> <li>The Contractor will be evaluated on overall and specific program and project status performance against and the approved baseline.</li> <li>The Contractor will be evaluated on their ability to complete agreed upon Annual FY Spend Plan field work.</li> <li>The Contractor will be evaluated on developing and presenting, initiatives which result in tangible savings to DOE (schedule or risk).</li> <li>The Contractor will be evaluated on their ability to respond to in-scope requests for support or information/reports.</li> <li>The Contractor will be evaluated on its ability to submit timely, accurate, and auditable proposals in response to requests for proposals or change orders.</li> <li>The Contractor will be evaluated on their ability to minimize deferred maintenance on equipment or systems that are related to safety (regardless if they are accredited in the Safety Basis Documents or TSRs. Additionally, the Contractor will be evaluated on their ability to repair all system impairments on safety related systems within 90 days.</li> </ul>					

<b>Project Team Evaluator Name:</b>		Check Appropriate Box			
<b>FY:</b>	<b>Quarter:</b>	Excellent		Satisfactory	
Adjectival Rating Category of Performance (Evaluation Weighting)		Very Good		Unsatisfactory	
3. Cost Control (30%)		Good		NA	
EVALUATION CRITERIA	Notes on Performance Assessment				
<ul style="list-style-type: none"> <li>The Contractor will be evaluated on the overall timeliness and quality of the Baseline (Initial and Final). If the Contractor fails to submit the required baselines in accordance with the contract timeframes and criteria, this <u>entire category of performance</u> shall be rated as unsatisfactory for each quarter and may be rated no higher than satisfactory for the annual rating period.</li> <li>The Contractor will be evaluated on effectiveness in forecasting, managing, and controlling contract cost.</li> <li>The Contractor will be evaluated on the effectiveness, timeliness and adequacy of its ability to perform tasks in the most cost effective manner consistent with approved baselines.</li> <li>The Contractor will be evaluated on developing and presenting, initiatives which result in tangible savings to DOE (cost or risk).</li> <li>The Contractor will be evaluated on how costs are tracked and reported. This includes the accuracy of Estimate at Completion (EAC), accuracy of cost projections and effectiveness of baseline change management.</li> <li>The Contractor will be evaluated on overall and specific program and project status performance against the approved baseline, and the effectiveness of program and project reporting tools and systems.</li> </ul>					

<b>Project Team Evaluator Name:</b>		Check Appropriate Box			
<b>FY:</b>	<b>Quarter:</b>	Excellent		Satisfactory	
Adjectival Rating Category of Performance (Evaluation Weighting)		Very Good		Unsatisfactory	
4. Management (20%)		Good		NA	
EVALUATION CRITERIA	Notes on Performance Assessment				
<ul style="list-style-type: none"> <li>The Contractor will be evaluated on how effectively programs and projects are managed.</li> <li>The Contractor will be evaluated on the effectiveness of senior managers to overall contract management, effectiveness of support to DOE, providing leadership to the work force and ensuring an overall positive safety and performance culture.</li> <li>The Contractor will be evaluated on their effectiveness in coordinating with and applying lessons learned from PORTS or other DOE/Commercial site when implementing similar operations.</li> <li>The Contractor will be evaluated on the effectiveness of coordination with the Infrastructure Contractor or other Site Contractors to support and implement provided services as described in the Interface Requirements Matrix of the Contract and the reduction of costs to implement these services.</li> <li>The Contractor will be evaluated on the number of items and overall volume of equipment and materials transferred to PACRO. Transfer is defined as PACRO taking ownership of the equipment and materials and physically removing it from the site.</li> <li>The contractor will be evaluated on effective contractor human resources management.</li> </ul>					

<b>Project Team Evaluator Name:</b>		Check Appropriate Box			
<b>FY:</b>	<b>Quarter:</b>	Excellent		Satisfactory	
Adjectival Rating Category of Performance (Evaluation Weighting)		Very Good		Unsatisfactory	
5. Small Business Utilization (5%)		Good		NA	
<b>EVALUATION CRITERIA</b>		<b>Notes on Performance Assessment</b>			
<ul style="list-style-type: none"> <li>The Contractor will be evaluated on meeting or exceeding their annual small business utilization goals. A rating of unsatisfactory will be assigned if the overall annual goal is not met. A satisfactory rating will be assigned if the overall goal is met, but the sub-category goals are not met. A rating of good or higher will be assigned if the overall annual goal and sub-category goals are met or exceeded. A rating of Excellent will be assigned if the contractor exceeds the overall annual goal by 10% (e.g., the overall goal was 72% and the contractor achieved 82%) AND meets all of the sub-category goals.</li> </ul>					

<b>Project Team Evaluator Name:</b> <b>FY:</b> <b>Quarter:</b>	Check Appropriate Box		
	Excellent		Satisfactory
Adjectival Rating Category of Performance (Evaluation Weighting)	Very Good		Unsatisfactory
6. Regulatory Compliance (15%)	Good		NA

EVALUATION CRITERIA	Notes on Performance Assessment
<ul style="list-style-type: none"> <li>The Contractor will be evaluated on their compliance with all applicable Environmental Regulations (applicable local, state and federal regulations), Regulatory Agreements (e.g., Agreed Orders, Negotiated Settlements, TSCA FFCA, FFA, FFA SMP) and Permits. This includes the timeliness and effectiveness of implementing corrective actions (short term and long term) for NOV or other non-compliances.</li> <li>The Contractor will be evaluated on their compliance with standard business/accounting systems/practices and all applicable regulations (DOE Policies, Orders and Standards, FAR, etc.).</li> <li>The Contractor will be evaluated on their compliance with DOE Security/Cyber-Security Requirements (e.g., Executive Orders, DOE Policies, Orders and Standards, site security plans, and cyber-security directives) and DOE security-related promulgated regulations including, but limited to, 10 CFR 824, 10 CFR 1046, 10 CFR 1016, 10 CFR 1045.</li> <li>The Contractor will be evaluated on their compliance with DOE ESH&amp;QA Requirements (e.g., Executive Orders, DOE Policies, Orders Directives, and Standards, and implementing plans) and DOE Safety/QA related promulgated regulations including, but limited to, 10 CFR 851, 10 CFR 830 Subpart A 10 CFR 830 Subpart B, and 10 CFR 835.</li> <li>The Contractor will be evaluated on their compliance with CERCLA Removal and Remedial implementing documents (e.g., RODs, AMs, RAWPs, and Sampling Plans).</li> <li>The Contractor will be evaluated on their compliance with all other applicable regulatory requirements (e.g., Executive Orders, DOE Policies, Orders Directives, and Standards, and implementing plans); regulations (applicable local, state and federal regulations); or cited ANSI standards.</li> </ul>	

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**Exhibit 4**  
**ACTIVITY PERFORMANCE BASED INCENTIVES (PBI)**  
**AND EVALUATION CRITERIA**

**Total Award Fee Available – Base Period**

Total Award Fee Available	100%	TBD % of Contract price for applicable period
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**Incentives Award Fee Allocation Table**

<b>Incentive</b>	<b>VALUE (%)</b>	<b>VALUE (\$)</b>
1 - Southwest Plume Sources Remediation (SWMUs 211 A&B)	5	
2 - C-400 Source Remediation (Phase IIb)	15	
3 - C-337 Uranium Deposit Removal	60	
4 - C-333 Uranium Deposit Removal	20	
<b>Total Award Fee Available</b>	<b>100%</b>	

**Descriptions and Evaluation Criteria for Incentives 1 through 4**

Incentive 1 (See Section C.) WBS EM.PA.0040.A005.02.DR.02	Southwest Plume Sources Remediation (SWMUs 211 A&B)	Due Date: 9/30/2018
		Value (%): 5
		Value (\$): TBD
Performance Objective	The Contractor will develop and issue the 90% Remedial Design Report (RDR) to the DOE for review. The Contractor will develop and issue the D0 Remedial Action Work Plan (RAWP) to DOE for review.	
Performance Measures/Surveillance Method	This incentive will be measured by evaluating whether the specified deliverables were submitted in accordance with the due date. The 90% RDR is expected to be at a level of detail and quality such that it is approvable as final. The D0 RAWP is expected to be a high quality document with minimal to no editorial errors.	
Performance Target	Pass/Fail	

Incentive 2 (See Section C.) WBS EM.PA.0040.A005.03.DR.01	C-400 Source Remediation (Phase IIb)	Due Date: 9/30/2018
		Value (%): 15
		Value (\$): TBD
Performance Objective	The Contractor will develop and issue final versions (approved by regulatory agencies) of the: <ul style="list-style-type: none"> <li>- Remedial Design Report (RDR), and</li> <li>- Remedial Action Work Plan (RAWP)</li> </ul> The Contractor will initiate fieldwork for installation of the Phase IIb remediation system.	
Performance Measures/Surveillance Method	This incentive will be measured by evaluating whether the specified deliverables were submitted in accordance with the due date. Initiation of fieldwork means the Contractor has completed necessary procurement, work planning and readiness approval activities; mobilized qualified personnel, equipment, and material; and has begun remediation technology installation activities in	

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	accordance with CERCLA documents.
Performance Target	Pass/Fail

Incentive 3 (See Section C.) WBS EM.PA.0040.A008.48.DR.01.01	C-337 Uranium Deposit Removal	Due Date: 9/30/2018
		Value (%): 60
		Value (\$): TBD
Performance Objective	The Contractor will complete the deposit removal from 12 complete cells (no cell equivalents) in the C-337 Process Building.	
Performance Measures/Surveillance Method	This incentive will be measured by evaluating whether the Contractor met the completion criteria for uranium deposit removal from at least 12 complete cells (no cell equivalents), including all piping/lines located inside of the boundaries of the cell block valves.	
Performance Target	Pass/Fail	

Incentive 4 (See Section C.) WBS EM.PA.0040.A008.48.DR.02.01	C-333 Uranium Deposit Removal	Due Date: 9/30/2018
		Value (%): 20
		Value (\$): TBD
Performance Objective	The Contractor will complete the deposit removal from 12 complete cells (no cell equivalents) in the C-333 Process Building.	
Performance Measures/Surveillance Method	This incentive will be measured by evaluating whether the Contractor met the completion criteria for uranium deposit removal from at least 12 complete cells (no cell equivalents), including all piping/lines located inside of the boundaries of the cell block valves.	
Performance Target	Pass/Fail	

**Exhibit 5**  
**PBI CERTIFICATE OF COMPLETION**

**Certificate of Completion**

“I certify performance completion of PBI #\_\_\_\_\_. This certification of completion is made in good faith; the supporting data (included as an attachment) are accurate and complete to the best of my knowledge and belief; the amount requested accurately reflects the amount of fee for which the Contractor believes is correct; and I am duly authorized to certify the PBI completion on behalf of the Contractor.”

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title