


<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE		PAGE OF PAGES 1 29	
2. AMENDMENT/MODIFICATION NO. 0095		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable) DE-SOL-0004563		6. ISSUED BY CODE 03002		7. ADMINISTERED BY (If other than Item 6) CODE	
EMCBC - Portsmouth-Paducah U.S. Department of Energy Portsmouth-Paducah Project Office 1017 Majestic Drive, Suite 200 Lexington KY 40513					
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  FLUOR FEDERAL SERVICES, INC. Attn: MARIA GAUTHIER-LOVE 100 FLUOR DANIEL DR GREENVILLE SC 29607		(x) 9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-EM0001131 DE-DT0007774 10B. DATED (SEE ITEM 13) 07/22/2014			
CODE 858434525		FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by 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) See Schedule					
<b>13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>					
CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.  B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).  C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:  D. OTHER (Specify type of modification and authority) X Unilateral IAW H.26 Award Fee EMCBC-H-1017 Award Fee Plan				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not. <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.					
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) In accordance with Public Law 95-91 and Paragraph H.26, EMCBC-H-1017 AWARD FEE PLAN (Applicable to cost-reimbursement CLINs only) the attached Award Fee Plan is provided for the period of August 1, 2016 through July 22, 2017. This Award Fee Plan supersedes all others. All other terms and conditions remain unchanged.					
Payment: OR for EMCBC U.S. Department of Energy Oak Ridge Financial Service Center P.O. Box 5777 Oak Ridge TN 37831 Continued ...					
Except as provided herein, all terms and conditions of the document referenced in Item 9 A or 10A, as heretofore changed, remains unchanged and in full force and effect.					
15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Daniel M. Lillard			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA  (Signature of Contracting Officer)	
				16C. DATE SIGNED 06/30/2016	

**CONTINUATION SHEET**

REFERENCE NO. OF DOCUMENT BEING CONTINUED  
DE-EM0001131/DE-DT0007774/0095

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NAME OF OFFEROR OR CONTRACTOR  
FLUOR FEDERAL SERVICES, INC.

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	Period of Performance: 07/22/2014 to 07/22/2017				

**AWARD FEE PLAN**

for

**Fluor Federal Services, Inc.**

**Paducah Deactivation  
Task Order Number DE-DT0007774**

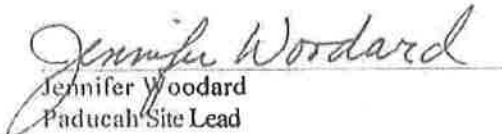
*Interim Award Fee Evaluation Period  
August 1, 2016 to July 22, 2017*

CONCUR:



Tracey Duncan  
Paducah Deactivation Technical Lead  
Portsmouth/Paducah Project Office

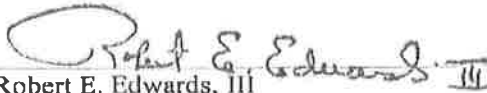
Date: 6/30/2016



Jennifer Woodard  
Paducah Site Lead  
Portsmouth/Paducah Project Office

Date: 6-30-2016

APPROVED:



Robert E. Edwards, III  
Acting Manager  
Portsmouth/Paducah Project Office

Date: 6-30-2016

**AWARD FEE PLAN  
FOR  
FLUOR FEDERAL SERVICES, INC.**

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## 1. INTRODUCTION

The purpose of this Award Fee Plan 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 fee provisions of the Task Order and the Basic Indefinite Delivery Indefinite Quantity (IDIQ) Contract. There is no Base Fee for this Task Order. The objective of the award fee is to emphasize key areas of performance without jeopardizing minimum acceptable performance in all other areas.

This plan covers the evaluation period from August 1, 2016 through July 22, 2017.

This is a hybrid Task Order with Firm-Fixed-Price (FFP) and Cost Reimbursable elements and was awarded in July 22, 2014, with a three year Period of Performance, including a 90-day Task Order Implementation Period. No award fee is available to be provisionally paid or earned under CLIN 0001, Task Order Implementation Period. The terms and application of this Award Fee Plan address only the Cost Reimbursable elements of the Task Order work.

## 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 Task Order. 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 Task Order 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 Task Order and the Award Fee Plan for earning fee. The evaluation period for the determination of earned fee is the Task Order period of performance.
- 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 determination as to the total amount of fee which is considered to be earned at the end of the period of performance of the Task Order.
- e. **Full 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 Task Order exclusive of fee and the FFP Sub-CLINs as stated in Section B of the Task Order.
- f. **Interim CPB:** An Interim CPB is generally required within 90 days from award or Notice to Proceed and will cover the first approximately 15 months of the Task Order. The Interim CPB must match the scope and cost for this period in the Task Order. When the Task Order includes multiple projects and operations activities the Interim CPB

allows tracking of the scope, cost and schedule for each CPB segment until the full CPB with its unique segments are in place.

- g. **Performance Evaluation Board:** The group of individuals who review the Contractor's performance and recommend an award fee to the FDO. Members of and advisors to the PEB are indicated in Exhibit 1.
- h. **Performance Evaluation Board Chair (PEBC):** The PEB chair is the Department of Energy (DOE) Site Lead, Paducah. This individual directs the activities of the PEB. The PEBC designates members of the PEB; appoints other members, if appropriate, to assist the PEB in performing its functions (e.g., a recording secretary); primary responsibilities are: reviews the Project Team Evaluator's (PTE) evaluations and considers the Contractor self-assessment; analyzes the Contractor's performance against the criteria set forth in the Award Fee Plan; provides a recommendation to the Fee Determining Official on the award fee scoring and the amount to be provisionally paid to the Contractor for each evaluation period; provides a recommendation for final fee earned for the period of performance of the Task Order; provides feedback to the Contractor via the CO; and recommends changes to the Award Fee Plan.
- i. **Project Team Evaluators:** The individual(s) assigned to monitor and evaluate the Contractor's performance on a continuing basis. The PTE's evaluation is the primary point of reference in determining the recommended provisional fee and award fee, especially the technical support area of performance. The PTE are responsible for providing their input, as requested, to the Technical Lead (TL). The PTE is an advisor(s) to the PEB.
- 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:** The TL manages the award fee evaluation process, including ensuring that performance data is appropriately collected and documented by the PTE, coordinating the development of the award fee plan and subsequent revisions, and also serving as the recorder, who is responsible for ensuring the PEB is properly convened. The TL is an advisor to the PEB.

### 3. AWARD FEE STRUCTURE

The award fee will be structured into two sections: a Quality and Effectiveness Categories of Performance section and a Performance Based Incentive (PBI) section.

- a. Quality and Effectiveness. This section has been divided into the following incentives: quality and effectiveness of documents and associated support; quality and effectiveness

of Environment, Safety, Health and Quality Assurance (ESH&QA) Program; quality and effectiveness of program/project support (Reference Section C.1.2.2 of the Task Order); and quality and effectiveness of program/project management (to include change management ensuring the Full CPB remains aligned with the Task Order scope, estimated cost (exclusive of fee) and schedule). Each incentive will be evaluated separately and will receive a grade ranging from Unsatisfactory to Excellent. The percent of available fee placed on this section will be 30%.

For this section, the Contractor must maintain quarterly Paducah Site cumulative Days Away, Restrictions and Transfers (DART) and Total Recordable Cases (TRC) rates at or below the DOE Environmental Management (EM) Goal by the end of each reporting period. The Fiscal Year (FY) Goals for DART and for TRC are the Environmental Management goals issued annually and will be provided by DOE. For each interim evaluation period that the Contractor fails to meet maintain the Goals for DART and for TRC, the total available award fee for the interim evaluation period for this section will be reduced by 10% and will be unavailable for provisional fee payment and will not be available to be earned at the fee evaluation which occurs at the end of the Task Order period of performance.

- b. PBIs: This section includes PBI's for work to be performed during each annual interim evaluation period. The specific performance criteria for each PBI will be determined prior to the annual interim evaluation period and an award fee amount assigned. The percent of available fee placed on this section will be 70%. Each sub-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, based on the work completed. This Award Fee Plan will be updated annually to include new or revised PBIs and approved by the Portsmouth/Paducah Project Office (PPPO) Manager.

For this section, if the Contractor exceeds the total costs of the CPB, then the available fee shall be reduced by the percentage shown in the table below:

Cost Overrun	Available Fee Reduction
1%	1%
2%	2%
3%	3%
4%	4%
5%	5%
6%	6%
7%	7%
8%	8%
9%	9%
10%	10%
11%-20%	50%
21%-30%	75%
Greater than 30%	100%

#### **4. ORGANIZATIONAL STRUCTURE**

- a. The Manager, Portsmouth/Paducah Project Office, will serve as the FDO and will establish a PEB. The PEB will assist the FDO in the award fee determination by recommending an award fee for the Contractor's performance. If a PEB member is absent, the FDO will approve substitute(s) with similar qualifications. Technical and functional experts, as required, may serve in an advisory (non-voting) capacity to the PEB. See Exhibit 1 for members and potential advisors.
- b. A copy of the Award Fee Plan shall be provided to the Contractor 30 days prior to the start of the first evaluation period. This Award Fee Plan shall include both Quality and Effectiveness of Performance Incentives and Performance-Based Incentive award fee criteria (i.e., PBIs) 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 30 days prior to the start of the evaluation period. All To Be Determined (TBDs) will be finalized and incorporated into this Award Fee Plan unilaterally by the CO prior to the end of the Implementation Period.
- c. Award Fee Plan Change Procedures- Changes that do not impact the award fee criteria or process, such as editorial clarifications, personnel changes 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 90 days prior to the beginning of the new evaluation period.

#### **5. RESPONSIBILITIES**

- a. The PTE(s) will monitor and evaluate the Contractor's performance. The PTE(s) will work closely with the CO and TL in performing surveillance duties. PTE(s) will use Exhibit 2, Award Fee Rating Table and Exhibit 3, Individual PTE Worksheet, in monitoring and evaluating Contractor's performance for the Quality and Effectiveness Categories of Performance. 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. PTE(s) will also evaluate quarterly input by the Contractor.
- b. The TL will use the Award Fee Rating Table in Exhibit 2 to determine the adjectival ratings to be applied to the Quality and Effectiveness Categories of Performance and reported to the PEB. Additionally, the TL will evaluate each PBI to determine the Pass/Fail rating. This PBI evaluation will also be reported to the PEB. The TL will be



thoroughly familiar with current award fee policy, guidance, regulations, and correspondence pertinent to the award fee process. The TL will coordinate administrative actions required by the PTE(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 PTE's evaluation reports, and the TL's recommended adjectival rating for Quality and Effectiveness 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 PEB chair will provide 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 its provisional or final earned fee determination. The CO will prepare a letter for FDO signature notifying the Contractor of the provisional or final earned award fee amount. For the final earned fee determination, the CO will modify Section B.2. of the Task Order to reflect the earned award fee for the Task Order Period of Performance.
- e. The final determination for award fee earned under this Task Order 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 Award Fee Plan.

## 6. AWARD FEE AMOUNTS AND PERIODS

- a. The total award fee available to be earned at the end of the three-year Task Order period of performance is **\$18,591,691.60, as of Modification 0089**. An annual amount of provisional award fee will be available for each interim evaluation period subject to Task Order adjustments through modification of the Task Order.
- b. Following are the amounts of fee currently available for provisional payment for each interim evaluation period:

<u>Interim Evaluation Period</u>	<u>Amount of Fee Available*</u>
7/22/14 – 7/31/15	\$ 6,406,187.33
8/1/15 – 7/31/16	\$ 6,406,187.33
8/1/16 – 7/21/17	\$ 5,779,316.94

\* The amounts corresponding to each interim evaluation period are the maximum amount of fee for that particular period unless the amount is increased by Task Order modification or reduced pursuant to Task Order clauses.

- c. The CO may authorize provisional payments of up to 85% of the 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 Task Order.
- d. 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 Task Order Period of Performance). The Contractor may be required to return any provisional fee payments which exceed the amount of the FDO's final determination of earned fee (which occurs at the conclusion of the Task Order 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. The Government may use invoice deductions to offset any provisional fee overpayments.
- e. 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 using the Award Fee Calculation Methodology (Exhibit 2). This rating will be used to calculate any provisional fee payments.
- f. 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 Task Order. 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 Task Order'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 Task Order and award fee requirements were met.
- g. If the CO reduces fee in accordance with the Task Order Clause I.230 entitled "DEAR 970.5215-3, Conditional Payment of Fee, Profit, or Incentives—Facility Management Contracts (AUG 2009)" or other Task Order clauses, the total available award fee pool for the Task Order 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

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

## **7. AWARD FEE PROCESS**

### **a. PTE Actions**

- 1) PTE(s) will continually monitor and evaluate the specific elements of the Contractor's Quality and Effectiveness Categories of Performance that are within their purview using the criteria contained in Exhibit 3, Individual Project Team Evaluator (PTE) Worksheet. Evaluating performance will include, but not be limited to, the regular interface and monitoring of the Contractor and the review of the provided services and work products submitted to DOE by the Contractor. PTE(s) will document their evaluation of the Contractor on a quarterly basis.
- 2) The PTE will review and evaluate, as applicable, evaluation criteria in Exhibit 3 to determine the performance level of the Contractor. If the Contractor's performance negatively impacts ES&H or the safeguarding of restricted data pursuant to the Task Order, the PTE shall notify the Site Lead and the CO. At the end of each quarter the PTE will submit Exhibit 3 including their adjectival rating of the Contractor to the TL.

### **b. Technical Lead's Actions**

- 1) The TL will independently assess the Contractor's performance in accordance with Exhibit 3 and will also select an adjectival rating for each of the Quality and Effectiveness Category of Performance items based on his/her personal observations of performance.
- 2) The TL will evaluate each PBI and any applicable sub-elements to determine the Pass/Fail rating and the extent to which the requirements of any sub-element have been met. Based on this assessment, the TL will recommend full payment of fee or partial proportional payment based on individual sub-element completion.
- 3) The TL will use Exhibit 4, Adjectival Rating Summary Tables, to record the PTE's adjectival rating for the quarter and the TL's adjectival rating. The TL is not permitted to change the PTE's adjectival rating. Should the TL's rating differ significantly from that of the PTEs', the TL shall ensure that the rationale is fully documented and provided to the PEB.
- 4) The TL notifies PEB members and any advisors of the date and time of the PEB meetings in accordance with the schedule established by the PEB chair. Additionally, the TL notifies the Contractor of the date and time of PEB meetings and advises the Contractor of when and how (written, oral, or both) it will be permitted to address the PEB as determined by the PEB chair. Generally, the Contractor will be given the opportunity to provide written materials (limited to

no more than 20 pages) and make an oral presentation of up to 45 minutes. The presentation material should be provided one week in advance of the PEB meeting and should be in the form of a self-assessment measured against each of the four Quality and Effectiveness Categories of Performance and the PBIs. Prior to the PEB meeting, the TL will provide the PEB members with a page-numbered binder to include, at a minimum, the input for the fiscal year from the PTE members, evaluation report, the forms required to be filled out during the evaluation meeting, and the Contractor's award fee presentation.

**c. PEB Actions**

- 1) In general, the PEB Chair will meet quarterly with the Contractor (the first through third quarters) to discuss PTE and TL ratings. This enables the Contractor to take corrective actions prior to the next evaluation period should performance or cost issues arise.
- 2) The DOE Site Lead, Paducah will chair the PEB. The PEB chair will establish dates, times, and places for the PEB meeting and notify the TL, who is responsible for notifying members, advisors, and the Contractor. The chair 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.
- 3) PEB members will consider all information from the following sources in determining their award fee recommendation to the FDO:
  - a) Evaluations submitted by the PTEs and TL (for Quality and Effectiveness Categories of Performance and pass/fail determination with respect to each PBI). The chair may require oral briefings by the PTE.
  - b) Evaluations pertaining to the pass/fail determination of DART and TRC and cost overruns.
  - c) Contractor's written and/or oral self-assessment of performance.
- 4) Using Exhibit 4, each member of the PEB will provide their adjectival rating to the Chair. The chair will collect facilitate discussion amongst the members in order to reach consensus on the ratings. Once the PEB has reached consensus on the rating results, the chair will forward a fee recommendation to the FDO, in accordance with the requirements of this plan.
- 5) If consensus cannot be reached, the chair will present the majority opinion as well as the differing opinion to the FDO for consideration in their determination of provisional or earned award fee.

**d. FDO's Actions**

- 1) The FDO approves the PEB members recommended by the chair.

- 2) The FDO determines the award fee amount based upon the information furnished by the PEB. This fee determination will be provisional (if executed during the annual review periods), or earned (if made at the conclusion of the Task Order).

Note: The award fee amount, provisional and earned, indicated by the use of the Award Fee Conversion Chart is a guide to the FDO. Use of the Award Fee Conversion Chart does not remove the element of judgment from the award fee process.

e. **CO's Actions**

- 1) The CO will prepare a letter for the FDO's signature notifying the Contractor of the amount of fee to be paid to the Contractor, both provisional and earned award fee.
- 2) The CO will unilaterally modify the Task Order to reflect the FDO's determination of award fee.
- 3) In accordance with Head of Contracting Activity, Office of Environmental Management Directive, (EM HCA Directive 2.6, dated June 11, 2012), the CO will post on the local Portsmouth/Paducah Project Office website (a) the executed modification, (b) one-page scorecard, (c) Award Fee Determination Letter, and (d) Performance Evaluation Report.

Exhibit 1

**Performance Evaluation Board Members and Advisors**

Fee Determining Official:

Acting Manager, PPPO Lexington	Robert E. Edwards, III
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Following are PEB members and advisors:

Site Lead, Paducah (Chair)	Jennifer Woodard
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Deputy Manager, PPPO Lexington	Robert E. Edwards, III
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Lead Contracting Official, PPPO Lexington	Robert Swett
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Federal Project Director	Jennifer Woodard
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*Contracting Officer	Marcia Fultz
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*Technical Lead	Tracey Duncan
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*Attorney Advisor	Jason Sherman
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\*Project Team Evaluators<sup>1</sup>

Russell McCallister, Quality Assurance  
Mark Allen, Security  
Robert Smith, Public Affairs  
James Woods, IT  
Tom Hines, Nuclear Safety  
Dave Dollins, Groundwater Federal Project Director  
James Johnson, Utility Optimization, GFS&I &  
DUF6  
Deborah Kerner, Program Analyst  
April Ladd, General Engineer

\*Advisors Only - Non-Voting Participants

' The PEB Chair may add, remove or replace additional PTEs throughout the Task Order period of performance, as appropriate.

Exhibit 2

Award Fee Rating Table, Award Fee Conversion Chart, Award Fee Calculations and Performance Based Incentives

AWARD FEE RATING TABLE		
ADJECTIVAL RATING		<u>DEFINITION</u>
EXCELLENT	91%-100%	Contractor has exceeded all or almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the Task Order in the aggregate 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 Task Order in the aggregate 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 Task Order in the aggregate 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 Task Order in the aggregate as defined and measured against the



Paducah Gaseous Diffusion Plant Deactivation Services  
Task Order No. DE-DT0007774  
Attachment J-11 - Award Fee Plan

Exhibit 2

		criteria in the award-fee plan for the award-fee evaluation period.
UNSATISFACTORY	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the Task Order in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

## Exhibit 2

**Award Fee Rating Table, Award Fee Conversion Chart, Award Fee Calculations and Performance Based Incentives**

<b><u>AWARD FEE CONVERSION CHART</u></b>		
<b><u>ADJECTIVAL RATING</u></b>	<b><u>EVALUATION POINTS (OVERALL WEIGHTED RESULT)</u></b>	<b><u>PERCENTAGE OF AWARD FEE</u></b>
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%

<b><u>QUALITY AND EFFECTIVENESS CATEGORIES OF PERFORMANCE</u></b>	<b><u>Weightings</u></b>
1. Quality and Effectiveness of Documents and Associated Support	20%
2. Quality and Effectiveness of Environment, Safety, Health and Quality Assurance	35%
3. Quality and Effectiveness of Program/Project Support (Reference Section C.1.2.2 of the Task Order)	25%
4. Quality and Effectiveness of Program/Project Management (to include change management ensure the performance baseline remains aligned with the Task Order scope, cost and schedule)	20%

<b><u>PERFORMANCE BASED INCENTIVES</u></b>	<b><u>Percentage of Available PBI Fee</u></b>
<b>Interim Evaluation Period 3 (August 1, 2016 – July 22, 2017)</b>	
1. Facility Deactivation & Stabilization	40%
2. Utility and Laboratory Optimization	15%
3. Surveillance and Maintenance Tasks	30%
4. Environmental Remediation	15%

**Interim Evaluation Period 3**  
(August 1, 2016 – July 22, 2017)**Facility Deactivation & Stabilization (40% of total PBI fee)**

- a) Complete asbestos sampling and abatement with the exception of the transite walls, dip sump, bricks, inaccessible areas above areas 2 and 19 by July 15, 2017. (15% of Facility Deactivation and Stabilization fee)
- b) Complete NCS characterization of entire building and completed NCSE/A revisions require to support future deactivation in areas 9, 14 and pulverizer in area 12 by May 31, 2017. (15% of Facility Deactivation and Stabilization fee)
- c) Complete removal of floor level equipment and hazardous materials necessary to support future demolition in areas 1, 2, 3, 5, 6, 7, 8, 10, 11, 12 (except pulverizer), 13 and area 19. Remove lube oil and airgap sprinklers (air gapping sprinklers assumes DOE approval) by July 15, 2017. This removal will not include utility piping and infrastructure mounted on walls and in the overhead that would be expected to be demolished with the building. All waste generated 90 days before July 22, 2017 must be disposed offsite or in the onsite landfill. (30% of Facility Deactivation and Stabilization fee)
- d) Develop and implement the following measurement systems compliant with DOE Order 414.1C as specified in DOE/PPPO/03-0235&D1 (QSNDA requirements) or in another DOE/PPPO approved QSNDA System Document (40% of Facility Deactivation and Stabilization fee):
  - i. (10% - January 31, 2017) Gamma NDA Method capable of establishing mass control for large (i.e., greater than 14-inch inside diameter) non-interstage equipment (non-ISE) as defined in NCSE 095.
  - ii. (10% - March 31, 2017) Passive Neutron NDA Method, based on NeuDetEf or commonly accepted modeling software (e.g., MCNP), capable of making NCSE 095 and Gen-10/Gen-20 compliant quantifications.
  - iii. (10% - May 31, 2017) Passive Neutron drum/box counter using NeuDetEf or commonly accepted modeling software (e.g., MCNP).

Completion for items i, ii and iii must be demonstrated for each measurement system by fulfilling all of the following:

- Construction (or acquisition) and certification of measurement standards and PPPO approved surrogates or alternate model validation methods required for measurement system initial calibration, calibration confirmation, and calibration verification, including third party data validation;
  - Performing and passing a DOE Performance Demonstration Program (PDP) test (or DOE approved alternative approach); and
  - Successfully performing a field measurement using the QSNDA compliant measurement system as evidenced by a third party data validation.
- iv. (10% - December 31, 2016) Design through Certified for Construction (CFC), a Reconfigurable Shielded Passive Neutron System (RSPNS) structure capable of

Exhibit 2

counting all major stage components except the Compressor in a C-337 000-stage (Converter, Control Valve, Major Connective Piping and Transitions, and B-Balanced elbow).

- v. (10% - June 30, 2017) Fabricate and assemble the RSPNS structure (without detectors or electronic suite) including storage stand/frame and provide field demonstration of deployment.

vi. Working Reference Material (WRM)

Construct and certify Working Reference Material (WRM) standards required for measurement system initial calibration, calibration confirmation, calibration verification, and performance demonstrations:

- (10% - December 31, 2016) 60 Psi-tube UF<sub>6</sub> gamma standards (29 at 1% and 31 at 4.9%) enrichment
- (10% - December 31, 2016) 50 Tacky Mat UO<sub>2</sub>F<sub>2</sub> gamma/neutron standards ≥ 3% enrichment
- (10% - February 28, 2017) >700g U-235 of 9-inch tube style neutron standards ≥ 4% enrichment
- (10% - April 30, 2017) >100g U-235 of 9-inch tube style neutron standards < 1% enrichment
- (10% - June 30, 2017) All remaining WRM standards required for NDA at the PGDP including:
  - the balance of >700g U-235 of 9-inch tube style neutron standards < 1% enrichment
  - the four Tc-99 contaminated trap media drums governed by the FPDP NDA Phase 5 Technical Guidance Document
  - the four varied-matrix waste drums governed by the FPDP NDA Phase 2b Technical Guidance Document

**Utility and Laboratory Optimization (15% of total PBI fee)**

Complete small cylinders processing of a minimum of 1,000 small cylinders from the current inventory of 2,461 located in C-710. Processing will include completion of all disposition and disposal of associated wastes and empty cylinders. The work must be completed by July 15, 2017. (100% of Utility and Laboratory Optimization fee)

**Surveillance and Maintenance Tasks (30% of total PBI fee)**

- a) All deferred maintenance on industrial or radiological systems that are related to or support safety not specifically associated with facilities/systems undergoing active D&D or being deactivated for future D&D is completed no later than July 1, 2017. Reference letter FPAD-16-1398 for details of identified deferred maintenance. (25% of Surveillance and Maintenance Tasks fee)

- b) Radiological Control Area:

1. Downposting of radiological areas and removal of radiological signs. Review for

Exhibit 2

downposting must meet authorized limits. Review existing data for the following areas to identify where radiological control signs (not directed required by CERCLA or RCRA) can be removed.

- i. All property outside the Limited Area, except roads and creeks. These areas should be a MARSSIM class 3.
- ii. Creeks outside the Limited Area. This element is related to the signs that not are covered by the Surface Water Operations and Maintenance Plan. These areas should be a MARSSIM class 1 or 2.

All records for tracking of contamination areas must be updated with the downposted areas. The data used for downposting shall be submitted to DOE prior to downposting and the downposting performed after obtaining DOE's concurrence. The decision for removing the signs shall be in accordance with DOE O 458.1 using the MARSSIM process.

2. Small contamination areas (below 100 m<sup>2</sup>) that have radioactive contamination within the top 6 inches shall have the radioactively contaminated soil removed, such that the area can be downposted. DOE does not expect the entire 100 m<sup>2</sup> removed unless necessary to allow for downposting. If the contamination is more than 6 inches deep, the area is not expected to be addressed by this PBI. Evidence that contamination is more than 6 inches deep will be required for each area not downposted. All waste associated with this activity must be dispositioned.
3. Obtain approval to use the Authorized Limits for DOE Property Outside the Limited Area to the soils inside the Limited Area. These areas should be a MARSSIM class 1.

All work related to items 1, 2 and 3 above, including waste disposal must be completed by June 1, 2017. (50% of Surveillance and Maintenance Tasks fee)

- c) Complete installation of a roof drains associated with C-333, C-720 and C-337 by January 31, 2017. (25% of Surveillance and Maintenance Tasks fee)

**Environmental Remediation (15% of total PBI fee)**

- a) Complete installation of 7 transect wells for the Northeast Plume Optimization, including waste disposal of all project waste associated with this scope by December 15, 2016. (40% of Environmental Remediation Tasks fee)
- b) Remove sludge and liquid from SWMU 27 for the SWMU 27 Time-Critical Removal Action and disposition all waste (treat and ship to disposal facility) and complete filling of SWMU 27 with appropriate material by November 14, 2016. (60% of Surveillance and Maintenance Tasks fee)

**Quality and Effectiveness Categories of Performance Award Fee Calculation Methodology:**

Exhibit 2

1. Assign rating (0-25) for each Quality and Effectiveness Categories of Performance.
2. Multiply weighting percentage to each Categories of Performance to arrive at weighted result.
3. Add weighted results together to arrive at overall weighted result.

**Example:**

PTE Ratings:

Quality and Effectiveness of Documents and Support (20%) – 23 score  
Quality and Effectiveness of Environment, Safety, Health & Quality Assurance (35%) – 25 score  
Quality and Effectiveness of Program/Project Support (25%) – 24 score  
Quality and Effectiveness of Program/Project Management (20%) – 20 score

Weighted Result:  $(23 \times 20\%) + (25 \times 35\%) + (24 \times 25\%) + (20 \times 20\%) = 24.5$

Overall Weighted Result: 24.5 rounds to 25.

Adjectival rating (Award Fee Conversion Chart): Excellent

Rounding Rule: .5 and above is rounded up to the next whole number.

Exhibit 3

Individual Project Team Evaluator Worksheet

Project Team Evaluator Name: _____		FY: _____ Quarter: _____					
Quality and Effectiveness Category of Performance (EVALUATION WEIGHTING)		EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY	N/A
1. Quality and Effectiveness of Documents and Associated Support (20%)		23-25	19-22	14-18	8-13	0-7	
EVALUATION CRITERIA		NOTES ON PERFORMANCE ASSESSMENT					
1.a The Contractor will be evaluated on: the quality and timeliness of their documents and submittals; permit submittals and modifications; standard reports such as operating and quarterly groundwater reports, and contract plans and deliverables. Measures of quality include technical and factual accuracy, completeness, meets regulatory requirements and requires minimal re-work or revision.		Check Appropriate Box Excellent Very Good Good Satisfactory Unsatisfactory N/A					
1.b The Contractor will be evaluated on the quality and timeliness of response to inquiries from DOE, regulatory agencies, stakeholders and any other party. This includes responses to comments received on regulatory documents, permit transmittals, and modifications. Measures of quality include technical and factual accuracy and clarity of response, effectiveness (e.g. enhances understanding, improves the regulatory process, and promotes the accomplishment of regulatory and other goals) and minimizes response time.		Excellent Very Good Good Satisfactory Unsatisfactory N/A					
1.c The Contractor will be evaluated on its ability to execute quality and timely legal review of all documentation (regulatory and otherwise), prior to submission to DOE, ensuring that potential strategic impacts and risks to DOE are highlighted and/or mitigated, and that all documentation is accurate and meets legal sufficiency.		Excellent Very Good Good Satisfactory Unsatisfactory N/A					

Exhibit 3

Project Team Evaluator (PTE) Name: _____		FY: _____ Quarter: _____				
Quality and Effectiveness Category of Performance (EVALUATION WEIGHTING)		EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
2. Quality and Effectiveness of Environment, Safety, Health, and Quality Assurance (ESH&QA) (35%)		23-25	19-22	14-18	8-13	0-7
EVALUATION CRITERIA		NOTES ON PERFORMANCE ASSESSMENT				
2.a The Contractor will be evaluated on the quality of their policies, plans, and procedures governing ESH&QA programs, including, but not limited to, documents prepared to implement and support the programs listed in item 2b. Measures of quality include technical and factual accuracy, completeness, meets regulatory requirements and requires minimal re-work or revision.		Check Appropriate Box				
		Excellent				
		Very Good				
		Good				
		Satisfactory				
		Unsatisfactory				
		N/A				
2.b 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.		Check Appropriate Box				
		Excellent				
		Very Good				
		Good				
		Satisfactory				
		Unsatisfactory				
		N/A				



Exhibit 3

<p>2.c 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>	Excellent	
	Very Good	
	Good	
	Satisfactory	
	Unsatisfactory	
	N/A	

Exhibit 3

Project Team Evaluator (PTE) Name: _____		FY: _____ Quarter: _____				
Quality and Effectiveness Category of Performance (EVALUATION WEIGHTING)		EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
3. Quality and Effectiveness of Program/Project Support (25%)		23-25	19-22	14-18	8-13	0-7
EVALUATION CRITERIA		NOTES ON PERFORMANCE ASSESSMENT				
3.a The Contractor will be evaluated on the effectiveness, timeliness and quality of support provided to DOE as identified in section C.1.2.2 of its Task Order. 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.		Check Appropriate Box Excellent Very Good Good Satisfactory Unsatisfactory N/A				
3.b Functional organizations support the Task Order mission efficiently, identifying realistic and feasible cost savings, and areas for improvement.		Excellent Very Good Good Satisfactory Unsatisfactory N/A				
3.c Provides efficient and effective engineering services, administrative services, project control tasks and information management services. Evidence will include demonstrated initiatives to minimize or reduce costs.		Excellent Very Good Good Satisfactory Unsatisfactory N/A				
3.d The Contractor will be evaluated on the effectiveness and timeliness of implementation of its public relations program. 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.		Excellent Very Good Good Satisfactory Unsatisfactory N/A				

Exhibit 3

Project Team Evaluator (PTE) Name: _____		FY: _____ Quarter: _____				
Quality and Effectiveness Category of Performance (EVALUATION WEIGHTING)		EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
4. Quality and Effectiveness of Program/Project Management (to include change management ensuring the Full CPB remains aligned with the Task Order scope, estimated cost (exclusive of fee) and schedule) (20%)		23-25	19-22	14-18	8-13	0-7
EVALUATION CRITERIA		NOTES ON PERFORMANCE ASSESSMENT				
4.a The Contractor will be evaluated on how programs and projects are managed, and costs are tracked and reported. This includes 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.		Check Appropriate Box Excellent Very Good Good Satisfactory Unsatisfactory N/A				
4.b 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.		Excellent Very Good Good Satisfactory Unsatisfactory N/A				
4.c The Contractor will be evaluated on the effectiveness of coordination with the Infrastructure Contractor or Other Site Contractors to support and implement service provided services as described in the Interface Requirements Matrix (Attachment J-5) and Section C.1.8 which results in reduction of costs to implement these services.		Excellent Very Good Good Satisfactory Unsatisfactory N/A				

Exhibit 3

4.d The Contractor will be evaluated on developing and presenting initiatives which result in tangible savings to DOE (cost, schedule or risk). This includes the quality and effectiveness of facility modifications and utility optimizations.	Excellent	
	Very Good	
	Good	
	Satisfactory	
	Unsatisfactory	
	N/A	
4.e The Contractor will be evaluated on the effectiveness, timeliness and adequacy of its ability to perform tasks in most cost effective manner consistent with approved baselines.	Excellent	
	Very Good	
	Good	
	Satisfactory	
	Unsatisfactory	
	N/A	
4.f 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.	Excellent	
	Very Good	
	Good	
	Satisfactory	
	Unsatisfactory	
	N/A	

Exhibit 4

Adjectival Rating Summary Tables

Quality and Effectiveness Categories of Performance Technical Lead	ADJECTIVAL RATING				
	1 <sup>st</sup> Qtr	2 <sup>nd</sup> Qtr	3 <sup>rd</sup> Qtr	4 <sup>th</sup> Qtr	TL Rating
1.					
2.					
3.					
4.					

CONSOLIDATED ANNUAL ADJECTIVAL RATING-PTE					
Quality and Effectiveness Categories of Performance	ADJECTIVAL RATING				
	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter	PTE Recommended Rating for the Year
1.					
2.					
3.					
4.					

SUMMARY OF PTE/PEB RATING				
Member	1. Documents and Support	2. Environment, Safety, Health & Quality	3. Project Support	4. Project Management
<i>Insert Name of Evaluator</i>				
<i>Insert Name of Evaluator</i>				
<i>Insert Name of Evaluator</i>				
<i>Insert Name of Evaluator</i>				
<i>Insert Name of Evaluator</i>				