

**FY-15 and FY-16 AWARD FEE PLAN
for
Fluor-B&W Portsmouth, LLC**

**Portsmouth Gaseous Diffusion Plant
Decontamination and Decommissioning
Contract # DE-AC30-10CC40017**

Base Period of Performance, Evaluation Periods 5 and 6

October 1, 2014 to March 28, 2016

Revision 2




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Revision 2 Changes are listed below:

1. Pages 2, 4, 5, 15, 17 & 22 cost and fee available is updated through Mod 145 for FY15 & FY16; (Tables 2, 4, 6, 7, 9 & 10); and page 5, Table 7 is updated to reflect the FDO decision for FY14 portion of Award Fee earned/unearned.
2. Page 15, removed work scope and associated fee for anticipated descope and overrun negotiation related to FY16 PBI #2 “*Establish Criticality Incredible Conditions and demo ready X-326*”.
3. Pages 22 updated and clarified FY16 PBI #1 milestone, work scope and completion criteria.
4. Page 23 removed FY16 PBI #2 associated with the descope of work from Table 10.
5. Page 25 clarified completion criteria for the Super PBI.
6. Page 33 added (10) *Effective contractor human resources management* to Category of Performance #1.

Revision 1 Changes are listed below:

1. Pages 2, 4, 5, 15, 17 & 22 updated current through Mod 133 award fee available for FY15 & FY16, including Tables 2, 4, 6, 7, 9 & 10.
2. Page 4, section b Component 1 deleted sentence: Modifications 095 & 096 revises the total of the Super PBI to \$15,276,336.
3. Page 4 & 5, updated Tables 5, 6, & 7 removing fee associated with Mod 095 and 096 in the amount of \$3,652,518 leaving the balance of \$11,623,818 for the Super PBI.
4. Page 13, No. 8. Award Fee Terms section a, Conditional Requirement for Cost Control, paragraphs one and two, added and deleted language to explain additional requirements for cost control as well as how \$373M will be split in FY15 and FY16.
5. Page 13, updated the Cost Overrun Table and deleted the example for PBIs. Reference the Cost Overrun Table as Table 8. Revised numbers of Tables 8-11 and references in document.
6. Pages 15 & 22, updated Available Fee Amount to FY16, by moving fee associated with Mod 095 and 096 in the amount of \$3,652,518 to the completion of FY16 PBI #2 making the value \$5,024,943. Clarified the description of completed deactivation. Reflected in footnote **.
7. Page 16, deleted c. estimated cost for PBI cost control.

8. Pages 17, 22 & 25 deleted CPB Estimated Cost column in PBI Tables 9-11.
9. Page 17, 19 & 20, increased available fee for FY15 PBI #1 and PBI #2 due to a decrease in fee for PBI #3.
10. Page 20 FY15 PBI #2 completion criteria added greater than CI in the second Note.
11. Page 20, replaced the FY15 PBI #3 for auxiliary systems with FY15 PBI #3 for the Criticality Incredible Data Management System (CIDMS) in order to reflect the new approach to complete deactivation and recover schedule, this includes work scope and completion criteria.
12. Page 22, revised the completion criteria for FY16 PBI #1 to reflect the new approach to complete deactivation work and recover schedule.
13. Page 22 added and demo ready to FY16 PBI #2 Milestone and added work scope and completion criteria to clarify milestone.
14. Page 23, to FY16 PBI #3 added work scope and completion criteria to clarify PBI milestone.
15. Page 24, to FY16 PBI #4, completion criteria, deleted for 60% of fee.
16. Page 24, updated the FY16 PBIs available fee total amount to \$7,573,732.
17. Page 25, updated the Amount for the Super PBI to \$11,623,818; deleted cost of Mod 095 \$18,937,026 and Mod 096 \$21,646,508 from the cost control criteria; and revised the completion criteria to clarify the definition of a unit and criticality incredible. The description of complete deactivation has been moved to FY 16 PBI #2 as described above in comment 6.
18. Page 33, deleted the sentence; Furthermore, if the final cost of performance is equal to or greater than 10% over the estimated cost, the contractor shall earn no greater than satisfactory in this Category of Performance (CP#1).
19. Page 41, updated the FY15 and FY16 PBI Completion Status Tables and included Super PBI Completion Table.

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PART I – AWARD FEE MASTER PLAN

1. INTRODUCTION

- a. **Purpose:** The purpose of this Award Fee Plan (AFP) is to define the methodology and responsibilities associated with determining the fee to be awarded to **Fluor B&W Portsmouth, LLC (FBP)** (hereafter referred to as the contractor). The plan outlines the organization, procedures, and evaluation periods for implementing the award fee provisions of the contract. The purpose of the award fee is to motivate the contractor toward excellence and total contract performance and to emphasize key areas of performance without jeopardizing minimum acceptable performance in all other areas.
- b. **Award Fee Period:** The Award Fee Plan, updated each Fiscal Year (FY), covers the performance period beginning after completion of the Contract Transition (no fee) and extends for the duration of the contract. The award fee period, including the optional period of performance, is from March 29, 2011 through March 28, 2021. Fee attributes, as originally awarded, are defined and maintained herein to allow traceability to the contractor's proposal while at the same time specific requirements are identified yearly for the current period of performance by updating the Award Fee Plan by FY. Award fee is provided to the contractor through contract modifications which implement the Fee Determining Official (FDO) assessment of contractor performance against the criteria set forth in this plan.
- c. **Contract Attributes:** Contract Number *DE-AC30-10CC40017*, *Portsmouth Gaseous Diffusion Plant Decontamination and Decommissioning*, awarded to FBP in 2010 is a Performance Based, Cost-Plus Award Fee Contract for the Decontamination and Decommissioning (D&D) and Environmental Remediation (ER) of the Portsmouth Gaseous Diffusion Plant (PORTS) at the U.S. Department of Energy (DOE), Piketon, Ohio. The Award Fee Plan follows DEAR 915.404-4-72 which defines the approach for determining base and award fee.

The Performance Work Statement (PWS) is divided into six (6) Contract Line Item Numbers (CLINs) allowing Environmental Management (EM) a mechanism to incrementally authorize work. In accordance with the contract, base fee may be earned through successful performance of defined PWS paragraphs and also award fee may be earned as detailed in this Award Fee Plan. Fee will only be available for performance of work scope authorized by the Contracting Officer (CO).

The contract CLINs and the associated PWS are identified in Table 1 (below). This Award Fee Plan is specific to the Base Period of Performance (PoP), (CLIN 0002- March 29, 2011 to March 28, 2016), and this document specifically covers Periods 5 and 6 of the Base period.

Table 1, CLINs & PWS Paragraphs

CLIN/ SubCLIN	Description	Period of Performance (PoP)	PWS Paragraph	Status & Other Info
0001	Transition Period	Sept 14, 2010 - Mar 28, 2011	C.2.1	- Effort Complete - No Fee Payable
0002	Base Period	Mar 29, 2011 - Mar 28, 2016	C.2.1	CURRENT AFP
0003	Optional Contract Period	Mar 29, 2016 - Mar 28, 2021	C.2.1	Not exercised
0004	Options	(OSWDF may be exercised at any time during Base or Optional Contract Period)		
0004AA	On-Site Waste Disposal Facility (OSWDF) Construction Option		C.2.5.4.2	Not exercised
0004AB	OSWDF Startup and Operations Option		C.2.5.4.3	Not exercised
0005	ARRA	Mar 29, 2011 - Sept 30, 2011	C.2.6	- Effort Complete
0006	Base Period Non- D&D Work	Oct 1, 2011 - Mar 28, 2016	C.3	CURRENT AFP

d. **Contract Cost & Fee:** Identified in **Table 2** (below), is a summary of estimated costs and associated base and award fee pools, current as of Modification 145 to the contract by CLIN. Subsequent contract modifications requiring changes to fee in the current period will be unilaterally adjusted to the fee pool without updating the plan.

Table 2, Contract Cost & Fee Pools (Current to Modification 145)

	CLIN 0001 (No-Fee)	CLIN 0002	CLIN 0003	CLIN 0004AA	CLIN 0004AB	CLIN 0005 (Award Fee captured in CLIN 0002)	CLIN 0006 (Base and Award Fee)	Sum
Estimated Cost	\$18,336,000	\$1,471,971,997	\$676,563,734	\$109,984,160	\$117,249,052	\$8,000,000	\$43,899,002	\$2,446,003,945
Base Fee	\$0	\$6,689,135	\$5,478,729	\$0	\$0	\$0	\$306,755	\$12,474,619
Fee Pool	\$0	\$83,942,710	\$36,230,398	\$9,898,574	\$10,552,415	\$0	\$2,568,802	\$143,192,899
Total Price	\$18,336,000	\$1,562,603,842	\$718,272,861	\$119,882,734	\$127,801,467	\$8,000,000	\$46,774,559	\$2,601,671,463

2. FEE STRUCTURE

The contract fee pool is established with both base and award fee. CLIN 0002, CLIN 0003, & CLIN 0006 contains both base and award fee provisions. SubCLINs 0004AA & 0004AB are award fee only. If an On-Site Waste Disposal Facility (OSWDF) (CLIN 0004) is selected as the preferred alternative for the waste disposal Record of Decision at the Portsmouth site, PBIs for the OSWDF will be developed and included in this Award Fee Plan.

Payment of base fee is subject to the requirements of Section I Clause 123, 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). If the CO reduces fee in accordance with the clause, the award fee pool for the annual evaluation period shall be decreased by the equivalent amount and may not be earned in this or future periods.

a. **Base Fee:** Base fee included in CLINs 0002, 0003, & 0006 is two (2%). Base fee is paid for satisfactory performance in the PWS paragraphs identified in Table 3, (below) and is evaluated monthly by the Technical Lead as outlined in Contract Section B.5 (b). Base fee is not subject to the evaluation provisions and criteria established in this Award Fee Plan.

Table 3, Base Fee PWS Paragraphs

CLINs Applicable	PWS Description	PWS
0002	Facility Surveillance and Maintenance and Stabilization	C.2.2
0002	Regulatory Compliance and Permits	C.2.7.4
0002	Sampling and Analysis and Data Management	C.2.7.5
0002	Environmental Monitoring and Reporting	C.2.7.6
0002	Security	C.2.7.7
0002	Cyber Security	C.2.7.8
0002	Records Management and Document Control	C.2.7.9
0002	External Affairs	C.2.7.10
0002	Real and Personal Property Management	C.2.7.11
0002	Asset Recovery and Recycling	C.2.7.12
0002	Pension and Benefit Administration	C.2.7.13
0006	Government Furnished Services and Items	C.3

b. **Award Fee:** The award fee amount (CLIN 0002 and CLIN 0006 combined) is identified in Table 7, which is consistent with Section B of the contract. This plan, as outlined below, will define how the contractor may earn fee by component, through completion of technical incentives identified as objective Performance Based Incentives (PBIs) and Subjective Categories of Performance (CP). In accordance with FAR 16.401, the amount of award fee earned shall be commensurate with the contractor's overall cost, schedule, and technical performance as measured against contract requirements in accordance with the criteria stated in the Award Fee Plan.

3. AWARD FEE COMPONENTS

The award fee pool contains three components as identified in the original Request for Proposal (RFP) which resulted in contract award: (1) Super PBIs; (2) Objective PBIs; (3) Subjective CP. The plan, consistent with FAR 16.4 will discuss the award fee available in each period and how the fee for these periods (FY-15 and FY-16) may be earned. The plan PBIs are cost, technical and schedule completion type incentives and the subjective component may be earned based on the DOE analysis against the defined measures in the plan.

a. **Total Award Fee:** To establish the fee in each of the three components, the total award fee, as awarded and documented in Section B of the contract, is identified, as modified, in Table 4 (below).

Table 4, Award Fee Summary

Award Fee Pool Summary (Award Detailed – Section B)			
CLIN	Description	Fee Amount	
0002	Base Period	\$83,942,710	
0003	Option Contract Period	\$36,230,398	
0006	Base Period non-D&D Work	\$2,568,802	
	Subtotal		\$122,741,910
0004AA	OSWDF Construction Option	\$9,898,574	
0004AB	OSWDF Startup and Operations Option	\$10,552,415	
	Subtotal		\$20,450,989
	Total Fee Available in Award		\$143,192,899

b. **Component 1 - Super Performance Based Incentives (PBIs):** The contractor proposed certain sums for Super PBIs (Award Fee Component 1) in response to the Request for Proposal. These PBIs are considered multiple-year PBIs, in accordance with B.5 and as such need to be identified in the plan yearly until they are completed or changed as negotiated. As specified in Modification 060, fee amounts and milestones associated with the Super PBIs for demolition and remediation of soils associated with the X-326, X-330, and X-333 buildings were deferred. In addition, a CLIN 0002 Super PBI was added for the deactivation of the X-326. The Super PBIs will be paid after contractor completion, to occur on or before the defined milestone date (see Table 5 below). The fee amounts were incorporated as proposed into the contract by Attachment J-6, PBIs for Decontamination and Decommissioning (D&D), are identified in Table 5 (below). The criteria is defined in Table 11.

Table 5, Super PBIs

Award Fee Criteria	Fee Type	Fee Amount	Milestone
CLIN 0002 Deactivation of X-326 (Complete 197 Cells and certify 9 units as "Criticality/Incredible)	PBI	\$11,623,818	3/28/2016
D&D X-326 to slab	PBI	TBD	TBD
Remediate Soils below X-326	PBI	TBD	TBD
D&D X-330 to Slab	PBI	TBD	TBD
Remediate Soils below X-330 ²	PBI	TBD	TBD
Subtotal CLIN 0002		\$11,623,818	

Award Fee Criteria	Fee Type	Fee Amount	Milestone
D&D X-333 to Slab	PBI	TBD	TBD
Remediate Soils below X-333	PBI	TBD	TBD
Subtotal CLIN 0003		\$0	
Total for Option Period Super PBIs		\$11,623,818	

c. **Component 2 & 3 Total Available Fee Pool:** The Super PBI sum was subtracted from the total available fee for CLINs 0002, 0003, & 0006 identified in Table 6 (below). The amount remaining was allocated to each of the upcoming ten (10) periods of performance by FY in accordance with the proposal. Fee within each FY is then split by a defined percentage for evaluation by Components 2 and 3 outlined herein.

Table 6, Total Fee Allocated by Period

	Fee for CLINs 0002, 0003 & 0006	- Less Super PBI	= Fee to be allocated annually
CLIN 0002	\$83,942,710	- \$11,623,818	\$72,318,892
CLIN 0006	\$2,568,802	\$0	\$2,568,802
Base Period Subtotal	\$86,511,512	- \$11,623,818	\$74,887,694
CLIN 0003	\$36,230,398	-\$9,686,515	\$26,543,883
Option Period Subtotal	\$36,230,398	- \$9,686,515	\$26,543,883
Total	\$122,741,910	- \$21,310,333	\$101,431,577

d. **Award Fee by Fiscal Year (FY):** Lastly, the award fee amounts allocated to each period and fee amounts previously earned are identified in Table 7 (below).

Table 7, Award Fee by FY

Period	Pool Breakout by FY CLIN 0002	Pool Breakout by FY CLIN 0006	Total Pool Breakout by FY	FY Fee Awarded for CLIN 0002	FY Fee Awarded for CLIN 0006	Total FY Fee Awarded	Unearned Fee
FY-11 Apr-Sept (Six Months)	\$6,190,992	\$0	\$6,190,992	\$5,779,687	\$0	\$5,779,687	\$411,305
FY-12	\$15,775,218	\$605,726	\$16,380,944	\$13,648,961	\$524,083	\$14,173,044	\$2,207,900
FY-13	\$16,338,105	\$634,711	\$16,972,816	\$12,219,276	\$474,137	\$12,693,413	\$4,279,403
FY-14	\$14,980,810	\$539,197	\$15,520,007	\$12,748,533	\$458,993	\$13,207,526	\$2,312,481
FY-15	\$13,169,417	\$539,817	\$13,709,234	TBD	TBD	TBD	TBD
FY-16 Oct-Mar (Six Months)	\$5,864,350	\$249,351	\$6,113,701	TBD	TBD	TBD	TBD
Base Period Subtotal	\$72,318,892	\$2,568,802	\$74,887,694	TBD	TBD	TBD	TBD
Super PBI	\$11,623,818		\$11,623,818			TBD	TBD
Base Period Total	\$83,942,710	\$2,568,802	\$86,511,512	\$44,396,457	\$1,457,213	\$45,853,670	\$9,211,089

Table 7, Award Fee by FY (cont'd)

Option Period Award Fee							
Period	Pool Breakout by FY CLIN 0003		Total Pool Breakout by FY	FY Fee Awarded for CLIN 0003		Total FY Fee Awarded	Unearned Fee
FY-16 Apr-Sept (Six Months)	TBD		TBD	TBD		TBD	TBD
FY-17	TBD		TBD	TBD		TBD	TBD
FY-18	TBD		TBD	TBD		TBD	TBD
FY-19	TBD		TBD	TBD		TBD	TBD
FY-20	TBD		TBD	TBD		TBD	TBD
FY-21 Oct-Mar (Six Months)	TBD		TBD	TBD		TBD	TBD
Option Period Subtotal	\$26,543,883		\$26,543,883	TBD		TBD	TBD
Super PBIs	\$9,686,515		\$9,686,515			TBD	TBD
Option Period Total	\$36,230,398		\$36,230,398	TBD		TBD	TBD

Total for Base Period and Option Period							
	Pool Breakout by CLINs 0002/0003	Pool Breakout by CLIN 0006	Total Pool Breakout	Fee Awarded for CLINs 0002/0003	Fee Awarded for CLIN 0006	Total Fee Awarded	Unearned Fee
Base Period Total	\$83,942,710	\$2,568,802	\$86,511,512	\$44,396,457	\$1,457,213	\$45,853,670	\$9,211,089
Option Period Total	\$36,230,398		\$36,230,398	TBD		TBD	TBD
Grand Total	\$120,173,108	\$2,568,802	\$122,741,910	\$44,396,457	\$1,457,213	\$45,853,670	\$9,211,089

4. DEFINITION OF TERMS

- a. **Award Fee Amount:** The Award Fee Amount is the amount of award fee earned during a particular evaluation period, and must be commensurate with the contractor's overall cost, schedule, and technical performance as measured against contract requirements in accordance with the criteria stated in the Award Fee Plan (FAR 16.401(e)(2)).
- b. **Award Fee Pool Amount:** For the contract, the amount of available award fee that can be allocated across all of the contract's evaluation periods; for an evaluation period, it is the amount of the contract's available award fee that is allocated to the period.
- c. **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).

- d. **Cost Plus Award Fee Contract:** A cost plus award fee contract is a cost-reimbursement contract that provides for a fee consisting of a base amount (base fee) fixed at inception of the contract and an award amount, based upon a judgmental evaluation by the Government, sufficient to provide motivation for excellence in contract performance (FAR 16.305).
- e. **Evaluation Period(s):** Stated intervals during the contract period of performance so that the contractor will be periodically informed of the quality of its performance and the areas in which improvement is expected (e.g. six month intervals).
- f. **Fee Determining Official (FDO):** The designated Agency Official who reviews the recommendations of the Performance Evaluation Board (PEB) in determining the amount of award fee to be earned by the contractor for the evaluation period (FAR 16.001). The FDO is the Manager of the Portsmouth/Paducah Project Office. This authority has been delegated by the Office of Environmental Management Head of Contracting Activity (HCA).
- g. **Performance Evaluation Board (PEB):** The group of individuals identified herein who have been designated to assist the FDO in making award fee determinations (FAR 16.001). Members of and advisors to the PEB are indicated in Exhibit 1.
- h. **Performance Evaluation Board Chair:** The PEB chairperson is the U.S. Department of Energy (DOE) Portsmouth Site Director. The Site Director is the senior executive responsible for all DOE activities at the Portsmouth Site.
- i. **Project Team Evaluator (PTE):** 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 award fee, especially the technical support area of performance. The PTEs are responsible for providing their input in areas of their experience with the contractor, as requested, to the Portsmouth Technical Lead. The PTEs are advisors to the PEB through the Portsmouth Technical Lead.
- j. **Technical Lead:** The individual who is most directly responsible for the satisfactory performance of the Portsmouth D&D Project. The Technical Lead receives the evaluation reports from the PTEs, manages the award fee evaluation process, coordinates the development of the Award Fee Plan and subsequent revisions, and also serves as the recorder. This individual will be responsible for ensuring the PEB is properly convened, which includes meeting place, time, advising all PEB members, preparing the agenda, and taking minutes. The Technical Lead is an advisor to the PEB and as such, is the primary recipient of advisory reports.

5. ORGANIZATIONAL STRUCTURE

The organizational structure of the award fee process is established to ensure a fair and full evaluation of the contractor's performance. Independent assessments, first performed at the site level, are reviewed at each stage and presented through the Technical Lead and PEB to the FDO. The FDO then performs an independent assessment at an executive-level.

The Manager, Portsmouth/Paducah Project Office, serves as the FDO and has established a PEB. The PEB assists the FDO in the award fee determination by recommending an award fee for the contractor's performance and documenting the analysis and recommendation in the Performance Evaluation Report (PER). If a PEB member is absent, the FDO will approve an alternate with similar qualifications. Technical and functional experts, as required, may serve in an advisory (non-voting) capacity to the PEB. See Exhibit 1 for PEB members and potential advisors. See Exhibit 6 for the flowchart of the Award Fee Process.

6. RESPONSIBILITIES

a. Project Team Evaluators (PTEs)

The PTE(s) continually monitor and evaluate the contractor's performance. The PTE(s) work closely with the CO and Technical Lead in performing surveillance duties.

b. Technical Lead

The Technical Lead serves as advisor to and coordinator for the PEB. The Technical Lead will document the adjective ratings for each Subjective CP and PBI recommendations and will provide a site summary assessment to the PEB. The Technical Lead will be thoroughly familiar with current award fee policy, guidance, regulations, and correspondence pertinent to the award fee process. The Technical Lead coordinates required evaluation actions such as receiving PTE evaluation inputs, compiling and tabulating the PTE ratings (weighted results) and providing the Technical Lead summary assessment for presentation to the PEB, as well as the draft PER. The Technical Lead performs other administrative actions required by the PTE(s), the PEB, and the FDO such as 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. The Technical Lead is also responsible for ensuring the contractor is provided the opportunity to present (written, oral, or both) the contractor position to the PEB.

c. Performance Evaluation Board (PEB)

The PEB members will review the summary assessment and recommended adjectival ratings and PBI evaluations, consider information from the contractor and other pertinent sources and develop a fee recommendation with supporting PER. The PEB chairperson will review the PEB input and finalize the PER for forwarding with the fee recommendation to the FDO.

d. Fee Determining Official (FDO)

The FDO will review the PEB's recommendations, consider all appropriate data, and notify the CO in writing of the final fee determination after receiving HCA coordination. 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.

e. **Advisors to Performance Evaluation Board (PEB)**

Advisors consist of the Technical Lead, the CO, and a Contracts Attorney. The advisors shall assist as requested and shall review the process to ensure the contract, the Award Fee Plan and other requirements are being followed.

7. AWARD FEE PROCESS

Performance reviews will be conducted on a semi-annual basis during the evaluation period to examine the Contractor's performance against the established annual award fee criteria and PBIs listed in the Annual Award Fee Plan. Informal feedback of strengths and weaknesses for the purpose of providing comments from DOE will be provided on a semi-annual review, while a formal fee evaluation and determination by the FDO will be issued on an annual basis. As defined in Exhibit 6, Award Fee Process Flowchart, the following depicts the award fee process:

a. **Project Team Evaluator (PTE) Actions**

(1) **Continual Evaluation**: PTEs will continually monitor and evaluate the contractor's performance on Award Fee Components (Super PBIs, FY PBIs, and Subjective CP). Individual PTEs will contribute input on areas of experience with the contractor; they are not required to comment on areas outside of their areas of experience.

(2) **Subjective Category of Performance (CP)**: The PTEs will review and evaluate all criteria for each CP item (semi-annual presentation and annual evaluation). The PTE will use Exhibit 3, Rating Criteria to develop the Subjective CP strengths and weaknesses (opportunities for improvement) for presentation to the Technical Lead who then is responsible for presenting both the semi-annual review to the contractor and presenting all evaluation documentation to the PEB at the end of the period. The PTE will maintain all file documentation for presentation to the Technical Lead. The PTE will review and document information to ensure the contractor has established adequate procedures to prevent recurrence of weaknesses.

(3) **Objective PBI's**: The PTE will also monitor and evaluate on an annual and semi-annual basis the contractor's completion status in relation to both the FY PBIs (Exhibit 7) and the major milestone PBI (Super PBI) if any were completed during the period (semi or annual).

(4) **Annual Evaluation**: At the end of the annual period, the PTE will submit to the Portsmouth Technical Lead, the Rating Criteria, Exhibit 3, for all CP items and PBI completion status using Exhibit 7. Based on the evaluation results, each PTE will select the appropriate CP numerical rating with written notes on the strengths and weaknesses of the contractor to report to the Technical Lead.

b. **Technical Lead Actions**

(1) **Semi-Annual Presentation**: The Technical Lead is responsible for compiling and completing the assessment, Exhibit 3, of strengths and weaknesses (opportunities for improvement) for the six month (semi-annual) presentation. The presentation to the contractor will be a summary

compilation of the PTE and Technical Lead assessment; however, the Technical Lead will coordinate the presentation with the PEB and FDO before presenting the information to the contractor. The semi-annual presentation is to occur 30 days after the end of the six month period (October 1 - March 30).

The contractor will provide a self-assessment to the Technical Lead for the semi-annual evaluation as described in (d) below.

(2) Annual Evaluation: The Technical Lead will compile and tabulate the PTE's numerical rating, write a summary assessment and then select the Technical Lead adjective rating for each of the CP items based on his/her personal observations of performance considering also the ratings reported by the PTEs. The adjective ratings are only presented in the annual evaluation of each FY. The Technical Lead will use Exhibit 4, Rating Summary Table, to record the PTE's ratings and provide the Technical Lead's adjective rating and summary analysis to the PEB. The Technical Lead is not permitted to change the PTE's ratings but the Technical Lead adjective rating may differ from the PTE's rating. In addition to reporting the PTE's numerical rating, the Technical Lead will annotate his/her rationale for selecting a particular adjective rating in the summary assessment.

The contractor will provide a self-assessment to the Technical Lead for the annual evaluation as described in (d) below in addition to the PEB presentation documented in (4) below.

(3) Annual Award Fee Summary: The Technical Lead will use Exhibit 5, Annual Award Fee Summary, to record the date of the semi-annual presentation and record the FDO adjective rating for the annual award fee. Using the PBI completion status as documented in Exhibit 7, the Technical Lead will provide his concurrence as to whether any FY PBI or the major milestone PBI has been completed.

(4) Notification to Conduct the PEB: The Technical Lead notifies the PEB members and any advisors of the date and time of the annual PEB meeting in accordance with the schedule established by the PEB chairperson. Additionally, the Technical Lead 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 total pages) and make an oral presentation of up to 30 minutes. The presentation should be provided five working days in advance of the evaluation period to the CO and should be in the form of a self-assessment measured against each annual award fee criteria section (PBIs and CP). Prior to the PEB meeting, the Technical Lead will provide the PEB members with page-numbered binders to include, at a minimum, the input from the PTE members; the contractor's award fee presentation; the Technical Lead summary assessment; the draft PER; and all Exhibits including the Exhibits the PEB will be required to fill out during the evaluation meeting.

(5) PEB Briefing: Utilizing the PTE information, the Technical Lead may also prepare a briefing for the PEB as determined by the PEB chairperson. If prepared, the briefing becomes a part of the formal record. The briefing should include a mix of specific and global evaluation comments so the PEB can review a holistic assessment of the contractor's performance.

c. Performance Evaluation Board (PEB) Actions

(1) The PEB Chairperson will meet with the contractor's manager semi-annually, and at other times as determined by the PEB Chairperson, to discuss PTE and Technical Lead documented strengths and weaknesses. Communicating issues with the contractor gives the contractor an opportunity to make corrective actions prior to the annual meeting of the PEB.

(2) The PEB Chairperson will establish dates, times, and places for the PEB meeting and notify the Portsmouth Technical Lead for 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.

(3) PEB members will consider all information from the following sources in determining its award fee recommendation to the FDO:

(a) Evaluations submitted by the PTEs and Technical Lead including the completion status of FY PBIs and major milestone PBI. Chairperson may require oral briefings by the functional area personnel.

(b) Information submitted by other sources as considered appropriate by the PEB.

(c) Contractor's written or oral (or both as determined by chairperson) self-assessment of performance.

(4) Using Exhibit 4, Rating Summary Table; each PEB member will individually document an adjective rating from Exhibit 2, Award Fee Rating Table, and provide supporting rationale by attaching notes to Exhibit 4 for their selection. In addition, the team will provide a consensus opinion using Exhibit 4 as well as opinion on completion status of PBIs using the table in Exhibit 7.

(5) The PEB Chairperson will collect the PEB members' Rating Summary Table, Exhibit 4, and review them. If any member's adjective rating is below "Satisfactory" and this rating is lower than the PTE corresponding adjective rating for that same area, appropriate discussions with the member should be conducted to determine the member's rationale behind the rating. Lowering the adjective rating to below "Satisfactory" requires specific reasons and must be presented to the Chairperson. The PEB will then strive to gain consensus on a fee/fee range recommendation for presentation to the FDO.

(6) Once the PEB Chairperson completes the review of the PEB and after ensuring the process was followed, the Chairperson will forward the individual member's rating sheets and consensus along with the PER to the FDO supplemented with any written comments required. The chairperson will prepare a cover letter to the FDO to transmit the final PER as well as the PEB assessments using Exhibits 3, 4, and 7.

d. **Contractor Self-Assessment**

When the contractor submits a self-evaluation, it must be submitted within five working days before the end of the current six month (6) interval and/or annual evaluation periods being reviewed. This written assessment of the contractor's performance throughout the evaluation period may also contain any information that may be reasonably expected to assist the PEB in evaluating the contractor's performance. The Contractor's self-assessment may not exceed 20 total pages.

e. **Fee Determining Official (FDO) Actions**

(1) The FDO approves PEB members.

(2) The FDO determines the final fee based upon all the information furnished and assigns a final percent of award fee earned for the evaluation period using the Exhibit 2, Award Fee Conversion Chart as the basis.

(3) The FDO obtains HCA coordination and notifies the CO in writing or via electronic correspondence of his/her final determination of award fee.

f. **Contracting Officer (CO) 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 annual 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. All unearned fee shall be forfeited and not available in subsequent evaluation periods.

(3) In accordance with HCA, Office of Environmental Management Directive, (EM HCA Directive 2.6, Dated June 11, 2012), the CO will post the (a) Modification (if applicable), (b) one-page scorecard, (c) Award Fee Determination Letter, (d) final Performance Evaluation Report.

8. AWARD FEE TERMS

a. Conditional Requirement for Cost Control

If the final cost of performance is equal to or greater than 10% over the estimated cost for the contract scope (\$259,484,393 for FY15 and \$113,859,867 for FY16), as defined by the September 2014 FBP contract deliverable #40 - Contract Performance Report, **and as updated by all subsequent contract modifications through the end of each FY**, the following Cost Control Table 8 will be applied to the fee identified by FY in Table 7, Award Fee by FY.

Fee reduced for cost control, shall not be available in this or any other award fee period. The estimated costs defined in this Award Fee Plan for remaining contract scope will be amended by DOE to incorporate contract modifications and corresponding changes to the contract performance baseline as required.

Table 8 - COST OVERRUN TABLE

Cost Overrun (%)	Available Fee Reduction (%)
0-10.00%	0%
10.01-11%	1%
11.01-12%	2%
12.01-13%	3%
13.01-14%	4%
14.01-15%	5%
15.01-16%	7%
16.01-17%	9%
17.01-18%	11%
18.01-19%	13%
19.01-20%	15%
> 20%	15%

b. Provisional and Final Invoices

Consistent with Section B.5 (f), the Contractor may submit a fee invoice at the end of each quarter for provisional award fee, excluding Super PBIs of the contract in Section J-6, equal to 17.5% of the total available award fee for each quarter (17.5% X 4 quarters = 70% provisional award fee payment). Upon the FDO's final determination of the earned award fee for the evaluation period, the Contractor will invoice the actual dollar amount of the determination minus provisional fee payments paid during evaluation period. Should the amount of the final FDO determination be less than what was previously provisionally paid, the Contractor will provide a credit to DOE on the following invoice. The FDO may also approve the CO to authorize payment of a PBI upon completion during the period after performance is evaluated in accordance with the plan.

c. Issuance of Award Fee Plan

Contract Section B.5, Base and Award Fee, describes the award fee provisions and (e) states that the CO will prepare and issue the Annual Award Fee Plan prior to the start of each FY. The CO may provide draft annual award fee criteria and PBIs for contractor review and input; however, the CO reserves unilateral discretion to issue and modify the Annual Award Fee Plan without contractor review.

d. Fee Plan Change Procedure

All significant changes are approved by the FDO; the PEB Chairperson approves other changes. Examples of significant changes include changing evaluation criteria, adjusting weights to redirect contractor's emphasis to areas needing improvement, and revising the distribution of fee dollars. The CO will provide a notice of changes to the contractor, 30 days prior to making changes. 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 within the period without providing the 30 day advance notice to the contractor. The contractor may recommend changes to the CO no later than 60 days prior to the beginning of the new evaluation period. After approval, the CO shall notify the contractor in writing of any change(s). Unilateral changes may be made to the Award Fee Plan if the contractor is provided written notification by the CO before the start of the upcoming evaluation period or as provided in B.5, Base and Award Fee, of the contract. Contract modifications effecting estimated cost and available fee, may require a change to the Award Fee Plan. Such changes shall be incorporated in accordance with clause B.5 and DOE Acquisition Guide, Chapter 16.2 (July 2012) and may be incorporated by attaching an approved amendment to the Award Fee Plan.

e. Requests to Contracting Officer (CO)

In the event that the contractor believes circumstances completely beyond its control have prevented the contractor from successfully completing a PBI, the contractor may request DOE replace the PBI or remove and restructure the fee proportionally to remaining PBIs. The

contractor’s request must be made in writing to the CO and include substantial, verifiable justification. The written request must be submitted as soon as practicable after the event or events occurred; however, under no circumstances shall the request be made after the required completion date. Upon receipt of the contractor’s 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 DOE does make an affirmative determination, DOE may, in its sole discretion, replace the PBI or remove and restructure the fee proportionally. DOE’s decision to grant or deny the contractor’s request is final and shall not be subject to reconsideration, dispute, claim or any other challenge by the contractor in any forum. In the event the contractor does not successfully complete the replacement PBI, the award fee associated with the replacement PBI shall not be available in this or any other award fee period.

f. Termination for Convenience

In the event that the contract is terminated for the convenience of the Government (Clause I.108), any remaining award fee in the current period may be available for equitable adjustment in accordance with the termination clause of the contract. All out year(s) fee in any period after termination shall be considered unearned and therefore shall not be paid.

g. Termination for Default

In the event the contract is terminated for default, any remaining award fee in the current period shall be considered unearned and therefore shall not be paid. The remaining fee for all periods, after termination, shall be considered unearned and therefore shall not be paid.

PART II – AWARD FEE PLAN/CURRENT YEAR - UPDATED

1. FEE SUMMARY FOR FY-15 and FY-16

a. **Award Fee Amount:** FY-15 Award Fee, Period 5 includes 12 months of performance for (CLIN 0002/CLIN 0006). The award fee for FY-16, Period 6 includes six months of performance for (CLIN 0002/0006). The fee will be evaluated using a combination of objective PBIs and two subjective CP evaluation factors. The PBI’s represent seventy (70%) of the fee and the Subjective CP represents (30%) of the fee.

FY-15 Award Fee Available		FY-16 Award Fee Available	
PBIs (70%)	\$9,596,464	PBIs (70%)	\$4,279,591
Subjective (30%)	\$4,112,770	Subjective (30%)	\$1,834,110
Total	\$13,709,234	Total	\$6,113,701*

* Fee removed from Super PBI in the amount of \$3,652,518 applicable to Mod 095 and 096 was added into the FY-16 PBI #2 with Revision 1. In Revision #2, FY-16 PBI #2, “Establish Criticality Incredible (CI) Conditions and Demo Ready X-326” work scope and associated fee is

removed from the plan in anticipation of a descope/partial stop work action by the contracting officer. Although \$5,024,943 of fee was originally available to be earned for completion of this work, a fee amount of \$3,140,551, aligning with \$34,895,009 of the estimated descope cost is removed from the plan in its entirety. The final work scope for X-326 CI/Demo Ready and associated fee will be definitized in the overrun proposal. The remaining fee available in the amount of \$1,884,392 is divided 70/30 (or \$1,319,074/\$565,318), and the portion associated with PBI completion in the amount of \$1,319,075 is added to FY16 PBI #1, “*Characterize, Remove, and Disposition Auxiliary Process Gas Systems Equipment*” in its entirety. Therefore the total fee available for PBI #1 is \$2,740,123.

b. Objective Performance Based Incentives (PBI)/Subjective Category of Performance (CP) Split:

Seventy percent (70%) of the available fee by Fiscal Year will be evaluated using **Component 2** - Performance Based Incentives. The PBI Fee amounts were determined based on DOE analysis of project costs and importance to the D&D project. The remaining thirty percent (30%) of the available fee by Fiscal Year will be evaluated based on **Component 3**-Subjective Category of Performance evaluation factors (Exhibit 3).

FY-15 Subjective split - \$4,112,770 Two Categories of Performance (CP)		FY-16 Subjective split - \$1,834,110 Two Categories of Performance (CP)	
<i>Category of Performance #1 (60%) of Subjective Amount</i>	\$2,467,662 (split as follows)	<i>Category of Performance #1 (60%) of Subjective Amount</i>	\$1,100,466 (split as follows)
<i>Category of Performance #2 (40%) of Subjective Amount</i>	\$1,645,108	<i>Category of Performance #2 (40%) of Subjective Amount</i>	\$733,644

The Super PBI may be completed during the period and fee paid based on completion. Fee is identified in Table 11 herein and Section J, Attachment 6 of the contract.

c. **Total Completion:** Completion of the PBI requires total activity completion as defined herein to earn fee; however, to better incentivize the contractor toward exceptional performance, some PBIs allow fee to be earned on a sliding scale whereas, partial fee may be earned for partial performance as defined in the PBI. For example, PBI #1 requires completion of 35 cells to earn 40% of fee but additional fee, on a sliding scale may be earned for each additional cell completed up to 63.88 complete cells for 85% of the fee and additional 15% for Criticality Incredible activities completions for a total of 100% of fee.

d. **Performance Based Incentives (PBI) Development** DOE reviewed the contractor’s proposed FY-15 and FY-16 PBIs, delivered on June 4, 2014, in developing the FY-15 and FY-16 award fee schedule. The objective PBI criteria for FY-15 and FY-16, Periods 5 and 6 of the Base Period of Performance and the corresponding estimated cost and potential award fee amount are identified in Table 9, (next page).

2. FISCAL YEAR-15, Period 5 PERFORMANCE BASED INCENTIVES

Table 9, PBI Criteria

No.	Milestone	WBS Number/ Description	Completion Date	Available Fee Amount	Work Scope & Completion Criteria
1	Cut, Cap, and Remove Process Gas Equipment (PGE) from X-326	EM.PO.04.01.03 X-326 Process Building	30-Sep-15	\$4,510,337	<p>Cut, cap, & remove from the cell floor process gas equipment, from X-326.</p> <p>Fee allocated as follows:</p> <p>FY-15: 35 complete cells for 40% of fee; additional 1.56% of fee for each complete cell up to 63.88 cells; remove spares and remaining specific enrichment system components and perform cut and cap completion and stabilization activities to prepare for criticality incredibility and demolition for 100% of fee.</p> <p>One cell of enrichment process gas equipment equals 12 converters; 12 coolers; 12 compressors; & related cell process gas piping, x-joints & control valves.</p> <p>One cell of purge process gas equipment equals 6 converters; 6 coolers; 6 compressors; & related cell process gas piping, x-joints & control valves.</p> <p>Allowing for D&D efficiencies and the rolling wave approach, cell completion calculations may be based on an equivalency of work using the following percentages:</p> <p>Cut and Cap of Enrichment Cells:</p> <ul style="list-style-type: none"> - 12 Converters = 27% - 12 Compressors = 18% 12 Coolers = 9% <p>Removal from Cell Floor:</p> <ul style="list-style-type: none"> - 12 Converters = 9% - 12 Compressors = 6%

No.	Milestone	WBS Number/ Description	Completion Date	Available Fee Amount	Work Scope & Completion Criteria
1	Cut, Cap, and Remove Process Gas Equipment (PGE) from X-326 (Continued)				<ul style="list-style-type: none"> - 12 Coolers = 3% Cut and Cap of Purge Cells: <ul style="list-style-type: none"> - 6 Converters = 27% - 6 Compressors = 18% - 6 Coolers = 9% Removal from Cell Floor: <ul style="list-style-type: none"> - 6 Converters = 9% - 6 Compressors = 6% - 6 Coolers = 3% Additional removal activities (per enrichment or purge cell): <ul style="list-style-type: none"> - Cell Preparation = 6% - Cut & remove related PG piping (including all x-joints & control valves) or determine piping is criticality incredible & may remain in the building until demolition = 18% - Remove or determine instrument lines are criticality incredible & may remain in the building until demolition = 4% To meet 100% completion of one (1) cell, the contractor shall perform cut and cap and removal work on the various components equal to an equivalent of a cell or 100% of credit per cell. For example, two converters from two different enrichment cells may be removed to equal $(2 \times 0.27) / 12$ or 4.5% of an equivalent enrichment cell removal OR Two converters from two different purge cells may be removed to equal $(2 \times 0.27) / 6$ or 9% of an equivalent enrichment cell removal.

No.	Milestone	WBS Number/ Description	Completion Date	Available Fee Amount	Work Scope & Completion Criteria
2	Ship PGE from X-326	EM.PO.05.01.02 Waste Management	30-Sep-15	\$2,974,905	<p>In accordance with Quality System (QS) for Non-Destructive Assay (NDA) requirements, package & ship off-site process gas equipment from X-326 meeting Department of Transportation requirements and the disposal facility Waste Acceptance Criteria (WAC).</p> <p>Fee allocated as follows:</p> <p>FY-15: 50 complete cells for 55% of fee; additional 1.5% of fee for each complete cell shipped up to 80 cells for 100% of fee.</p> <p>One cell of enrichment process gas equipment equals 12converters; 12 coolers; & 12 compressors.</p> <p>One cell of purge enrichment process gas equipment equals 6 converters; 6 coolers; & 6 compressors.</p> <p>Allowing for D&D efficiencies and the rolling wave approach, cell completion calculations may be based on an equivalency shipment using the following percentages:</p> <p>One cell of enrichment process gas equipment is as follows: - 12 Converters = 40% - 12 Compressors = 40% - 12 Coolers = 20%</p> <p>OR</p> <p>One cell of purge process gas equipment is as follows: - 6 Converters = 40% - 6 Compressors = 40% - 6 Coolers = 20%</p>

No.	Milestone	WBS Number/ Description	Completion Date	Available Fee Amount	Work Scope & Completion Criteria
2	Ship PGE from X-326 (Continued)				<p>To meet 100% shipment completion of one (1) cell, the contractor shall package and ship the various components equal to an equivalent of a cell. For example, two converters from two different enrichment cells may be shipped to equal $(2 * 0.40) / 12$ or 6.67% of an equivalent cell shipment.</p> <p>OR</p> <p>Two converters from two different purge cells may be shipped to equal $(2 * 0.40) / 6$ or 13.33% of an equivalent cell shipment.</p> <p>Note: PG piping (including all x-joints & control valves) determined to be criticality incredible may remain in the building until demolition.</p> <p>Note: Items greater than CI with an ex-situ NDA < 252 grams ²³⁵U, shall be shipped off site.</p> <p>Note: Items that exceed 252 grams ²³⁵U may be relocated, but no award fee will be earned for relocations.</p>
3	Deploy Criticality Incredible Data Management System (CIDMS)	EM.PO.04.01.03.01.05	30-Sep-15	\$383,858	<p>CIDMS will be used to collect, track, and manage NDA and other characterization data and information that will be used to establish and verify that all items that pose a potential nuclear safety hazard have either been removed from the building or if left in the building have been measured and that the item(s) meet the appropriate criticality incredible criteria.</p>

No.	Milestone	WBS Number/ Description	Completion Date	Available Fee Amount	Work Scope & Completion Criteria
3	Deploy Criticality Incredible Data Management System (CIDMS) (Continued)				The software will have been Verified and Validated to ensure all functional and Software Quality Assurance (SQA) requirements have been met, Support Staff have been trained and the software deployed in a production environment.
4	Complete X-530 MV Project (Green and Sustainable Remediation Activities)	EM.PO.01.03.06.07 X-530 Medium Voltage	30-Sep-15	\$383,858	Complete work scope and contract submittals, system accepted, and all non - ACP site load being supplied by the X-530 MV North and South busses.
5	Nuclear Material Disposition	EM.PO.05.01.02.03.11 X-744G Operations EM.PO.05.01.02.12 Off-Site Waste Disposal EM.PO.05.01.02.02.10 Transportation and Packaging	30-Sep-15	\$671,753	Complete the off-site disposition of: X-744G Uranium Management Center nuclear materials as follows: - 2,300 drums of Lot 14 materials for 60% of fee OR - 3,400 drums of Lot 14 materials for 100% of fee.
6	Waste Shipments	EM.PO.05.01.02.02 Waste Transportation/ Treatment/Disposal	30-Sep-15	\$671,753	Process and ship off site 80% by volume of the packaged mixed low level waste >50 grams ²³⁵ U as identified in the FY14/15 milestones specified in the Portsmouth Site Treatment Plan.
			Total	\$9,596,464	

Note 1: Verification of completion of all PBIs shall be accomplished by DOE after receipt of contractor certification of completion with accompanied documentation such as shipping manifest, acceptance/test reports, and/or other proof of completion, etc. After receipt of contractor documentation, the Portsmouth Technical Lead/FBP Project Manager (PM) will perform a site walkdown with actual visual field observations/inspections followed by acceptance or rejection by DOE of completion.

Note 2: Future contract modifications will be evaluated to determine the effect on the Award Fee Plan.

3. FISCAL YEAR-16, Period 6 PERFORMANCE BASED INCENTIVES

Table 10, PBI Criteria

No.	Milestone	WBS Number/ Description	Completion Date	Available Fee Amount	Work Scope & Completion Criteria
1	Characterize, Remove, and Disposition Auxiliary Process Gas Systems Equipment	<p>EM.PO.04.01.03.01.04 X-326 Project Management - Auxiliary Systems</p> <p>EM.PO.04.01.03.05.04 X-326 Auxiliary Systems ExSitu NDA</p> <p>EM.PO.04.01.03.05.05 X-326 Auxiliary Systems InSitu NDA</p> <p>EM.PO.04.01.03.06.02 X-326 Auxiliary Systems Waste Packaging</p> <p>EM.PO.04.01.03.07 X-326 Auxiliary Deactivation</p>	28-Mar-16	\$2,740,123	<p>Deactivation of X-326 (complete 6 of 10 Units on the X-326 Operating Floor as Criticality Incredible.)</p> <p>Characterize, remove and disposition remaining Auxiliary Process Gas Systems Equipment that exceeds Criticality Incredible criteria from 6 complete Units. The ten units are; 27-1 (building columns 1-12x), 27-2 (12-22x), 27-3 (22-32x), 25-1 (32-42x), 25-2 (42-52x), 25-3 (52-62x), 25-4 ((62-72x), 25-5 (72-82x), 25-6 (82-92x), and 25-7 (92-102).</p> <p>The auxiliary systems in these areas include but are not limited to:</p> <ul style="list-style-type: none"> - Purge & Evacuation Systems - Stage Control Instrumentation - Misc. Instrumentation - Seal Exhaust System <p>Auxiliary systems will be removed in accordance with the boundary definitions as specified in the October 24, 2013, DRAFT of the X-326 Auxiliary Process Gas Systems Deactivation Plan.</p> <p>The first four completed units earn 15% of the fee each, the fifth and sixth unit earn 20% each.</p> <p>Items that do not impact criticality incredible determination of the unit/building may be left in the building.</p> <p>Criticality Incredibility (CI) – A condition that has been determined by FBP Nuclear Criticality Safety (NCS) evaluation to have a qualitative probability of occurrence of a nuclear criticality accident of “incredible” (less than a chance</p>

No.	Milestone	WBS Number/ Description	Completion Date	Available Fee Amount	Work Scope & Completion Criteria
1	Characterize, Remove, and Disposition Auxiliary Process Gas Systems Equipment (Continued)				<p>of one in a million of a criticality accident per year). The Nuclear Criticality Safety Evaluation (NCSE) will show that this condition exists with no reliance on any NCS controls and is applicable to any future condition of the building and associated equipment.</p> <p>Criticality Incredible Equipment (CIE) – process support and auxiliary equipment and piping that meets the NCS criteria for CIE and is allowed to be left in the X-326 during demolition of the building structure.</p>
2	Removed*				
3	Ship PGE from X-326	EM.PO.05.01.02 Waste Management	28-Mar-16	\$1,124,996	<p>In accordance with Quality System (QS) for Non-Destructive Assay (NDA) requirements, package & ship off-site all remaining process gas and auxiliary equipment from X-326 that: 1) could affect criticality incredible determinations; 2) meets Department of Transportation requirements and the disposal facility Waste Acceptance Criteria (WAC).</p> <p>Fee allocated as follows:</p> <p>FY-16: All remaining process gas equipment from X-326 that could affect criticality incredible determinations for 100% of fee.</p> <p>Note: PG piping and auxiliary equipment and components (including all x-joints & control valves) that do not impact criticality incredible determination of the unit/building may be left in the building.</p> <p>Note: Items greater than CI with an ex-situ NDA < 252 grams 235U, shall be shipped off-site.</p>

No.	Milestone	WBS Number/ Description	Completion Date	Available Fee Amount	Work Scope & Completion Criteria
4	Nuclear Material Disposition	EM.PO.05.01.02.03.11 X-744G Operations EM.PO.05.01.02.12 Off-Site Waste Disposal EM.PO.05.01.02.02.10 Transportation and Packaging	28-Mar-16	\$414,472	Complete the off-site disposition of: X-744G Uranium Management Center nuclear materials as follows: - All remaining lot 14 materials not shipped in FY15 AND - All remaining Lot 4A material for 100% of fee
			Total	\$4,279,591	

* The FY-16 PBI #2 has been removed from Table 10. This reflects the anticipated descope/partial termination of this work from the base period. The FY-16 award fee pool available will be revised by the CO in accordance with the definitization of the Request for Equitable Adjustment for Modification 095, Deactivation of Nuclear and Hazardous Auxiliary Systems.

Note1: Verification of completion of all PBIs shall be accomplished by DOE after receipt of contractor certification of completion with accompanied documentation such as shipping manifest, acceptance/test reports, and/or other proof of completion, etc. After receipt of contractor documentation, the Portsmouth Technical Lead/FBP Project Manager (PM) will perform a site walkdown with actual visual field observations/inspections followed by acceptance or rejection by DOE of completion.

Note 2: Future contract modifications will be evaluated to determine the effect on the Award Fee Plan.

4. SECTION J, ATTACHMENT J-6 PERFORMANCE BASED INCENTIVES (PBI) FOR D&D

Table 11, PBI Criteria

No.	Milestone	WBS Number/ Description	Completion Date	Amount	Work Scope & Completion Criteria
1	X-326 Deactivation (Super PBI)		28-Mar-16	\$11,623,818	<p>CLIN 0002 Deactivation of X-326 (complete PGE equipment removal of 197 cells and certify 9 of 10 Units on the X-326 Cell Floor as Criticality Incredible.)</p> <p>For the purposes of this PBI, a “Unit” refers to the defined units and the corresponding column numbers on the second floor of the X-326 building (second floor and up).</p> <p>The ten units available are; 27-1 (building columns 1-12x), 27-2 (12-22x), 27-3 (22-32x), 25-1 (32-42x), 25-2 (42-52x), 25-3 (52-62x), 25-4 ((62-72x), 25-5 (72-82x), 25-6 (82-92x), and 25-7 (92-102).</p> <p>For the purposes of this Super PBI, criticality incredible and criticality incredible equipment are defined as follows:</p> <p>Criticality Incredibility (CI) – A condition that has been determined by FBP Nuclear Criticality Safety (NCS) evaluation to have a qualitative probability of occurrence of a nuclear criticality accident of “incredible” (less than a chance of one in a million of a criticality accident per year). The Nuclear Criticality Safety Evaluation (NCSE) will show that this condition exists with no reliance on any NCS controls and is applicable to any future condition of the building and associated equipment.</p> <p>Criticality Incredible Equipment (CIE) – process support and auxiliary equipment and piping</p>

No.	Milestone	WBS Number/ Description	Completion Date	Amount	Work Scope & Completion Criteria
1	X-326 Deactivation (Super PBI) (Continued)				<p>that meets the NCS criteria for CIE and is allowed to be left in the X-326 during demolition of the building structure.</p> <p>CI for 9 of the 10 units is based on DOE review and approval in accordance with the contractor's CI plan, including but not limited to utilizing CIDMS database and other supporting documentation.</p> <p>The completion of the first three units would collectively earn 25% of the fee; completion of units 4, 5, and 6 would earn 10% of the fee each; and completion of units 7, 8, and 9 would earn 15% of the fee each.</p>

Note: Verification of completion of all PBIs shall be accomplished by DOE after receipt of contractor certification of completion with accompanied documentation such as shipping manifest, acceptance/test reports, and/or other proof of completion, etc. After receipt of contractor documentation, the Portsmouth Technical Lead/FBP Project Manager (PM) will perform a site walkdown with actual visual field observations/inspections followed by acceptance or rejection by DOE of completion.

PERFORMANCE EVALUATION BOARD MEMBERS AND ADVISORS

Fee Determining Official:

Manager, PPPO Lexington

William E. Murphie

Following are PEB members and advisors:

Portsmouth Site Director (Chairperson) ¹
Deputy Manager, PPPO Lexington
Lead Procurement Official, PPPO Lexington

Vince Adams
Robert Edwards
Robert Swett

*Contracting Officer
*Contract Officer
*Attorney Advisor

R. J. Bell
Marcella Wolfe
Jason Sherman

*Site Technical Lead

Joel B. Bradburne – Site Technical Lead

Project Team Evaluators

*M. Judson Lilly – Federal Project Director
Cid Voth – General Engineer
Kristi Wiehle – Environmental Protection
Specialist
Amy Lawson – Physical Scientist
Matt Vick – Engineer/Scientist
Dick Mayer – Safety Systems Oversight
Greg Simonton – Program Analyst /
(Strategic Planner)
Johnny Reising – Federal Project Director
Tom Hines – Nuclear Safety Oversight Lead
Gary Bumgardner – Program Analyst
Mark Allen – Security Specialist Lead
James Woods – Information Tech Security
Russell McCallister – Quality Assurance
Tony Takacs – Facility Representative

*Advisors to PEB - Non-Voting Participants

Note: The PEB Chairperson may add, remove or replace PTEs throughout the contract period of performance, as appropriate.

Component 3 – Category of Performance (Subjective Quality Evaluation Factors)

<u>AWARD FEE RATING TABLE</u>		
<u>ADJECTIVE RATING</u>		<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 contract in the aggregate as defined and measured against the criteria in the contract and 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 in the aggregate as defined and measured against the criteria in the contract and 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 in the aggregate as defined and measured against the criteria in the contract and 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 in the aggregate as defined and measured against the criteria in the contract and 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 contract in the aggregate as defined and measured against the criteria in the contract and the award fee plan for the award fee evaluation period.

Note: Any unearned fee will be forfeited and not available in subsequent evaluation periods.

Component 3 – Category of Performance (Subjective Quality Evaluation Factors)

AWARD FEE CONVERSION CHART		
<u>ADJECTIVE RATING</u>	<u>EVALUATION POINTS (OVERALL WEIGHTED RESULT)</u>	<u>POSSIBLE 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%

<u>CATEGORY OF PERFORMANCE (CP)</u>	<u>Relative Weightings of Fee by CP</u>
1. Quality and Effectiveness Performing the DOE Contract to include Project Management	60%
2. Quality and Effectiveness in Performing ESH&Q & Regulatory	40%

Methodology for Subjective Award Fee Calculation:

1. PTE members' assigns a rating (0-25) for each Category of Performance.
2. Site Lead multiplies weighting percentage to arrive at a recommended weighted result.
3. PEB will add the weighted results of the PTE members together to arrive at overall recommended weighted result for presentation to the FDO.

Example: PTE Ratings-

1. Quality and Effectiveness in Performing the DOE Contract = 23
2. Quality and Effectiveness in Performing ESH&Q and Regulatory = 22

Calculate Weighted Result: $(23 \times 60\%) + (22 \times 40\%) = 22.6$ or 23

Adjective rating recommended to FDO is (using the Award Fee Conversion Chart) = Excellent for the CP

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

Example for CP #1: The fee applicable to CP #1 in FY15 is \$2,402,296.00. The FDO determined the adjectival rating of Good (51 – 75%) and determines that 63% is applicable for performance in this CPI #1. The fee awardable is $\$2,402,296.00 \times 0.63 = \$1,513,446.48$.

Example for CP #2: The fee applicable to CP #2 in FY15 is \$1,601,531.00. The FDO determined the adjectival rating of Excellent (91-100%) and determines that 92% is applicable for performance in this CP #2. The fee awardable is $\$1,601,531.00 \times .92 = \underline{\$1,473,408.52}$.

5. Example: Total Fee awarded for Subjective (CP #1 and CP #2) is $\$1,513,446.48 + \$1,473,408.52 = \underline{\$ 2,986,855.00}$

FDO Decision

The subjective earned award fee amount indicated by the use of a conversion table in the Award Fee Rating Table is a guide to the FDO. Use of the Award Fee Rating Table does not remove the element of judgment from the award fee process.

RATING CRITERIA					
COMPONENT 3 – Category of Performance (Subjective Quality Evaluation Factors)					
(FY-15 & FY-16 Periods 5 & 6)		RATING (PTE documents strengths/weaknesses – Technical Lead Recommends Rating)			
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
(1) Performance of DOE Contract including Decontamination and Decommissioning (D&D), Project Planning, Integration and Interface and Project Management pursuant to DE-AC30-10CC40017 (60%)					
EVALUATION POINTS:	23-25	19-22	14-18	8-13	0-7
EVALUATION CRITERIA:	NOTES ON STRENGTHS AND WEAKNESSES				
The contractor shall demonstrate the ability to perform the overall DOE Contract emphasizing focus on D&D, Project Planning, Integration and Interface and Project Management. The contractor’s performance shall be seamless, requiring little or no Government surveillance or intervention while also maintaining maximum and effective communication with DOE and all interested parties. While performance of the entire contract will be evaluated in this section, the focus is on C.2.3, Facility Decontamination and Decommissioning (D&D), C.2.7.1, Project Planning, Integration and Interface, and C.2.7.2, Project Management and actual final disposition of site waste (C.2.5), nuclear material (C.2.6) and environmental remediation (C.2.4) of water and soils. Therefore, this section will include the actual performance of the work efforts for disposition and remediation while the regulatory processes are evaluated in the next category of performance.					

RATING CRITERIA					
COMPONENT 3 – Category of Performance (Subjective Quality Evaluation Factors)					
(FY-15 & FY-16 Periods 5 & 6)		RATING (PTE documents strengths/weaknesses –Technical Lead Recommends Rating)			
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
<p>(1) Performance of DOE Contract including Decontamination and Decommissioning (D&D), Project Planning, Integration and Interface and Project Management pursuant to DE-AC30-10CC40017 (60%) (continued)</p> <p><u>EVALUATION CRITERIA:</u> The contractor will be evaluated on their ability to perform all work identified in the Performance Work Statement (PWS) paragraphs above as well as the ability to accomplish the following: (1) Effectively and efficiently completing additional cell work in X-326 forwarding the accomplishment of deactivation; (2) Performance of services across the PORTS Site; (3) Managing Coordinating and integrating resources, activities, and interfaces; (4) Maintaining relationships with DOE, customers, and stakeholders based on open, honest, effective and proactive communication; (5) Resolve issues at the lowest and most appropriate level, including with and between site contractors and State and Federal Government entities; (6) Submit (within 60 days or as authorized by the Contracting Officer), complete proposals with adequate basis of estimates that are in compliance with FAR 15.408, Table 15-2; (7) Effectively perform and report subcontractor work efforts, including tracking activities and schedules; (8) Develop & submit documents needing minimal rewrite ($\leq 10\%$), allowing adequate time for review. (9) All costs incurred for</p>					

RATING CRITERIA					
COMPONENT 3 – Category of Performance (Subjective Quality Evaluation Factors)					
(FY-15 & FY-16 Periods 5 & 6)		RATING (PTE documents strengths/weaknesses –Technical Lead Recommends Rating)			
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
<p>(1) Performance of DOE Contract including Decontamination and Decommissioning (D&D), Project Planning, Integration and Interface and Project Management pursuant to DE-AC30-10CC40017 (60%) (continued)</p> <p>performance of work in the period shall not exceed the FY-15 & FY-16 estimated costs. (10) Effective contractor human resources management.</p> <hr/> <p>Methods of Surveillance/Assessment:</p> <ol style="list-style-type: none"> 1. The contractor will submit a self-assessment within five working days before the end of the current six (6) month interval and/or annual evaluation periods. This self-assessment will address both the strengths and weaknesses of the Contractor’s performance during the evaluation period by paragraph by listing and describing specific occurrences, work processes, and/or accomplishments. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies to avoid reoccurrences. 2. Any applicable stakeholder feedback (Non-DOE) available to DOE. 3. DOE’s evaluation of the quality and effectiveness of the performance will include, but not be limited to: <ol style="list-style-type: none"> a. DOE Observations through PTE Assessments; 					

RATING CRITERIA					
COMPONENT 3 – Category of Performance (Subjective Quality Evaluation Factors)					
(FY-15 & FY-16 Periods 5 & 6)		RATING (PTE documents strengths/weaknesses –Technical Lead Recommends Rating)			
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
b. Technical Lead through daily assessments.					
RATING CRITERIA					
COMPONENT 3 – Category of Performance (Subjective Quality Evaluation Factors)					
(FY-15 & FY-16 Periods 5 & 6)		RATING (PTE documents strengths/weaknesses –Technical Lead Recommends Rating)			
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
(2) Environmental, Safety, Health & Quality (ESH&Q) and Regulatory Requirements (40%)					
EVALUATION POINTS:	23-25	19-22	14-18	8-13	0-7
EVALUATION CRITERIA: The contractor shall demonstrate the ability to safely and seamlessly (C.2.7.3) perform the DOE Contract. The contractor’s performance shall be evaluated within the parameters of the required Environment, Safety, Health and Quality (ESH&Q) (C.2.7.3) Performance Work Statement (PWS). Performance shall be seamless, requiring little or no Government surveillance or intervention while also maintaining maximum and effective communication with DOE and all interested parties. While the actual performance of or performing final disposition of the site waste (C.2.5), nuclear material (C.2.6) and environmental remediation (C.2.4) of water and soils are being evaluated in Category of Performance #1, Category of Performance #2 shall include evaluation of the	NOTES ON STRENGTHS AND WEAKNESSES				

RATING CRITERIA					
COMPONENT 3 – Category of Performance (Subjective Quality Evaluation Factors)					
(FY-15 & FY-16 Periods 5 & 6)		RATING (PTE documents strengths/weaknesses –Technical Lead Recommends Rating)			
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
<p>associated regulatory requirements and processes to complete performance. The contractor will be evaluated on their ability to perform all work identified in the Performance Work Statement (PWS) paragraphs below as well as the ability to accomplish the following:</p> <p>(2) ESH&Q and Regulatory Requirements (40%) (continued)</p> <hr/> <p>Ability to demonstrate a strong environmental, safety and quality culture including strict compliance with established environmental, safety and health regulatory requirements demonstrated by successful safety records (C.2.7.3).</p> <p>Ability to manage regulatory requirements for all site environmental remediation, waste management and nuclear material storage, disposition and accountability in accordance with (C.2.4; C.2.5; and C.2.6).</p> <hr/> <p>Methods of Surveillance/Assessment: 1. The contractor shall submit a self-assessment within five working days before the end of the current six (6) month interval and/or annual evaluation periods. This self-assessment shall address both the strengths and weaknesses of the Contractor’s performance during the evaluation</p>					

RATING CRITERIA					
COMPONENT 3 – Category of Performance (Subjective Quality Evaluation Factors)					
(FY-15 & FY-16 Periods 5 & 6)		RATING (PTE documents strengths/weaknesses – Technical Lead Recommends Rating)			
CATEGORY OF PERFORMANCE (EVALUATION WEIGHTING)	EXCELLENT	VERY GOOD	GOOD	SATISFACTORY	UNSATISFACTORY
<p>period by paragraph by listing and describing specific occurrences, work processes, and/or accomplishments. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies to avoid reoccurrences.</p> <p>(2) ESH&Q and Regulatory Requirements (40%) (continued)</p> <hr/> <p>2. Any applicable stakeholder feedback (Non-DOE) available to DOE.</p> <p>3. DOE’s evaluation of the quality and effectiveness of the performance will include, but not be limited to:</p> <ul style="list-style-type: none"> a. DOE Observations through PTE Assessments; b. Technical Lead through daily Assessments. 					

<u>RATING SUMMARY TABLE</u> <u>PTE RATINGS</u>		
<i>(FY-15 & FY-16 Periods 5 & 6)</i>		
PTE'S CATEGORY OF PERFORMANCE RATING	Performance of DOE Contract to include Project Management (C.2.3 and C.2.7.1) pursuant to # DE-AC30-10CC40017	ESH&Q and Regulatory (C.2.7.3; C.2.4; C.2.5; and C.2.6)
<p><i>Instructions: Each PTE Member assigns ratings (0-25 evaluation points) for the applicable Category of Performance in the spaces below & the Technical Lead select Adjective Rating.</i></p> <p><i>–PTE members are <u>not</u> obligated to score each category. PTE members may designate a category as "N/A" for any category not in their experience for the period.</i></p>		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
Signature of PTE		
WEIGHTED RESULTS		
Signature and Rating of Technical Lead		
Technical Lead tabulates PTE ratings in the weighted results and then provides his/her own overall rating for presentation to PEB. Include comments here and also a fully documented written summary assessment.		

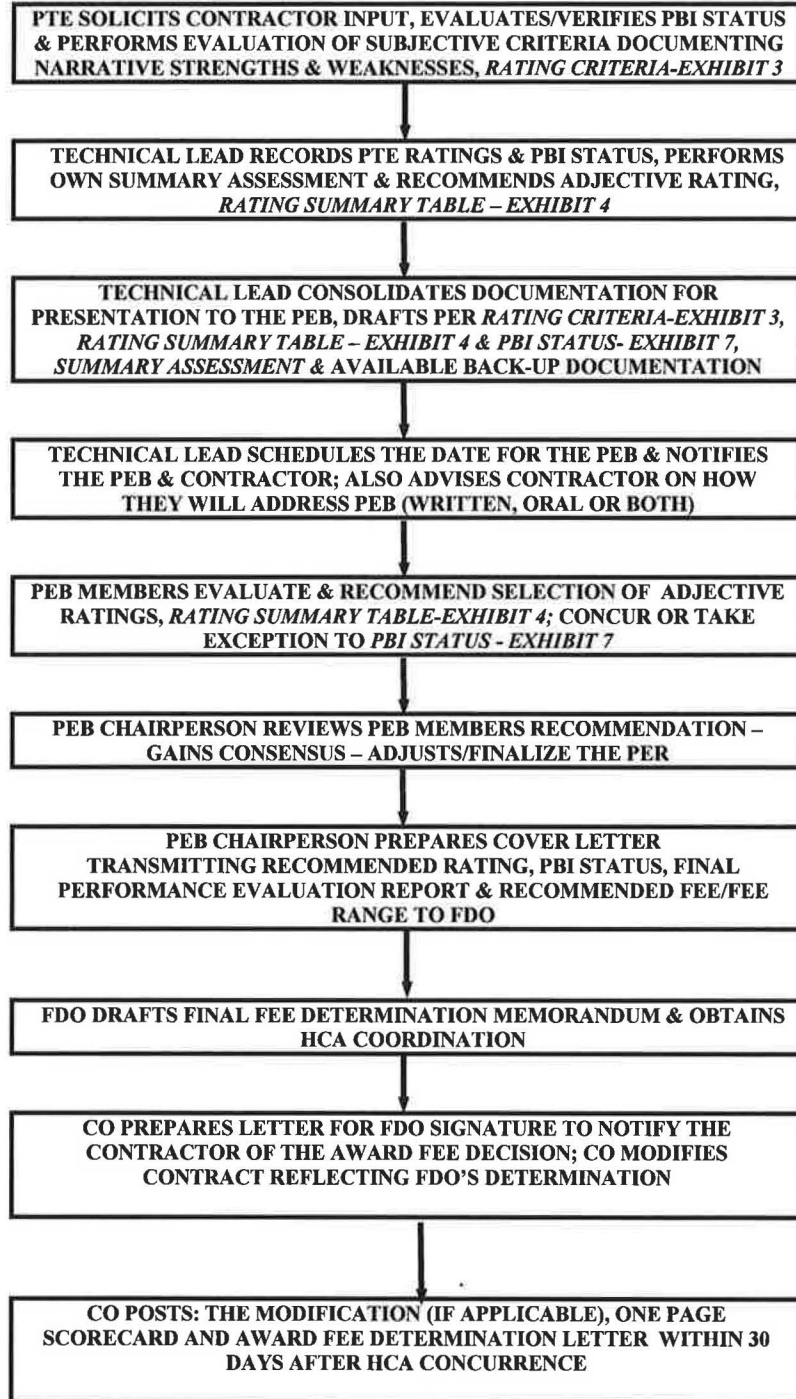
<u>RATING SUMMARY TABLE</u>		
<u>PEB EVALUATION AND SELECTION OF ADJECTIVE RATINGS</u>		
<i>(FY-15 & FY-16 Periods 5 & 6)</i>		
	Performance of DOE Contract to include Project Management (C.2.3 and C.2.7.1) pursuant to # DE-AC30-10CC40017	ESH&Q and Regulatory (C.2.7.3; C.2.4; C.2.5; and C.2.6)
<i>PEB Member Selects Adjective Rating</i>		
<i>Signature of PEB</i>		
<i>Signature of PEB</i>		
<i>Signature of PEB</i>		
<i>Technical Lead Summarizes</i>		

<u>Chairperson Review & PEB Recommendations</u>	Comments
<i>Signature of PEB Chairperson</i>	

<u>FDO Review & Makes Fee Determination</u>	Comments
<i>Signature of FDO</i>	

ANNUAL AWARD FEE SUMMARY		
<i>(FY-15 & FY-16 Periods 5 & 6)</i>		<u>ADJECTIVE RATING</u>
<u>CATEGORY OF PERFORMANCE</u>	Date Semi-Annual Review Completed	Recommended Adjective Rating for the Year
Performance of DOE Contract to include Project Management (C.2.3 and C.2.7.1) pursuant to DE-AC30-10CC40017		
ESH&Q and Regulatory (C.2.7.3; C.2.4; C.2.5; and C.2.6)		

AWARD FEE EVALUATION PROCESS



FY-15 PBI Completion Status

No.	Milestone	Evaluation
1	Cut, cap, and remove Process Gas Equipment (PGE) from X-326	
2	Ship PGE from X-326	
3	Deploy Criticality Incredible Data Management System (CIDMS)	
4	Complete X-530 MV Project (Green and Sustainable Remediation Activities)	
5	Nuclear Material Disposition	
6	Waste Shipments	

FY-16 PBI Completion Status

No.	Milestone	Evaluation
1	Characterize, Remove and Disposition Auxiliary Process Gas Systems Equipment	
2	Removed	
3	Ship Process Gas Equipment (PGE) from X-326	
4	Nuclear Material Disposition	

Super PBI Completion Status

No.	Milestone	Evaluation
1	X-326 Deactivation	