



## **Performance Evaluation & Measurement Plan (PEMP)**

This PEMP establishes the Award Fee Plan pursuant to Clause B.2 and Clause H.34 of the contract. This PEMP also sets forth the evaluation period and the criteria upon which the Contractor will be evaluated for performance. The Contracting Officer will issue and implement the PEMP consistent with Contract Modification 0245.

### **1. Contract Attributes**

This is a performance-based cost-plus-award fee Contract for Phase 1 Decommissioning - Facility Disposition activities at the Department of Energy's (DOE's) West Valley Demonstration Project (WVDP). This PEMP addresses the Award Fee process that resulted from the bilateral negotiations resulting in Contract Modification 0245. The contract included a contract-award transition period that ran from July 1, 2011, through August 28, 2011. At the end of the transition period, the Contractor became solely responsible for all elements of the Performance Work Statement (PWS) described in Section C of the contract. After the transition period, the remaining contract period will run from August 29, 2011, through the completion of all requirements of the Performance Work Statement. The Contract has a current target completion date of August 29, 2024 for total performance of work. The Contractor did not and shall not earn any fee during the contract-award transition period.

Clause B.2 of Contract DE-EM0001529 entitled "Cost and Fee" contains the Contractor's cost and fee information. Pursuant to this clause, the current total amount of the contract, the current total contract target cost, and the current total contract target fee up through Modification 0286 are as follows:

Total Estimated Transition Cost	\$ 2,499,344.00
Total Contract Estimated Cost	\$864,698,054.94
Total Contract Fee Bearing Cost	\$685,293,751.39
<u>Total Contract Fee</u>	<u>\$ 49,931,866.48</u>
<b>Total Amount of Contract</b>	<b>\$917,129,265.34</b>

The Award Fee is comprised of two fee components identified below. Each fee component is described in more detail in Section 3.

Fee Component 1 - Schedule Incentive Fee (includes award and fixed fee)	\$ 24,361,526
Fee Component 2 – Performance-Based Incentive Fee	\$ 25,570,340
<b>Total Contract Fee</b>	<b>\$ 49,931,866</b>

### **2. Fee Limitations**

The total contract available fee is approximately 7.5% of the Total Contract Fee Bearing Cost (which excludes transition costs and other cost not eligible for fee). The Total Contract Fee may be earned by a combination of schedule incentive fee (including award fee), fixed fee and performance-based incentive fee.

### 3. **Fee Description**

The Fee is comprised of two fee components. Fee Component 1 is fee earned as of Contract Modification 0245. This includes final earned target and schedule incentive fee, award fee, and firm fixed fee. Fee Component 2 consists of performance-based incentives to be earned. The performance-based incentives consist of previous Interim Milestones (MS03 and MS04) not completed, completion of the PWS and, an objective performance incentive. This PEMP focuses on the performance-based incentives (PBIs) under Fee Component 2. Each fee component is described below:

#### **Fee Component 1:**

##### **Final Earned Schedule Incentive Fee (based upon Contract Milestones)**

###### a. **Schedule Incentive Fee Description**

Clause B.2 of Contract DE-EM0001529 entitled “Cost and Fee” specifies the following two (2) milestones to which the Contractor’s Schedule Incentive Fee is tied. Details of the Schedule Incentives are provided in Clause B.2. Below are the specific Contract Milestones and the Schedule Incentive Fee Amounts:

###### i. **Milestone 1**

**Title:** Complete High-Level Waste (HLW) Canister Relocation at WVDP

###### ii. **Milestone 2**

**Title:** Process, ship and dispose of Legacy Waste off site

**TABLE 1 – Milestones, Fee Paid and Earned, and Schedule Incentive Fee Earned Amounts**

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	<i>Milestone</i>	<i>Target Fee Earned and Paid</i>	<i>Schedule Incentive Fee Earned</i>	<i>Total Fee Earned</i>
1	<i>Complete High Level Waste (HLW) Canister Relocation at WVDP in accordance with Completion Criteria established in Section B.2.7.e.i</i>	\$5,905,164.73		\$5,905,164.73
2	<i>Process, ship and dispose of legacy waste off-site in accordance with Completion Criteria established in Section B.2.7.e.ii</i>	\$2,565,255.09		\$2,565,255.09
	<i>Agreed Schedule Incentive Earned for Milestones 1&amp;2</i>		\$8,782,000.00	\$8,782,000.00
3	<i>Demolition and Removal of the Main Plant Process Building (MPPB) and the Vitrification (Vit) Facility in accordance with Completion Criteria established in Section B.2.7.e.iii</i>	\$1,332,124.22		\$1,332,124.22
4	<i>Complete all work described in the Performance Work Statement in accordance with Completion Criteria established in Section B.2.7.e.iv</i>	\$1,805,442.58		\$1,805,442.58
	<b><i>Total Milestones Earned and Paid to date</i></b>	<b>\$11,607,986.62</b>	<b>\$8,782,000.00</b>	<b>\$20,389,986.62</b>
	<i>Award Fee Earned to date</i>			\$3,641,303.00
	<i>Out of Target Fixed Fee Earned</i>			\$330,236.87
	<b><i>Total Fee Earned to date</i></b>			<b>\$24,361,526.49</b>

b. Schedule Incentive Fee Payment

- i. The Schedule Incentive Fee shall be considered “earned” upon definitization of Contract Modification 0245.
  - ii. Payments of the schedule incentive fee will be arranged and mutually agreed upon by DOE and the Contractor such as to not impede performance of work.
- c. Other Earned Fee within Fee Component 1

Earned Award Fee through 8/28/19	\$ 3,641,303.00
Total Contract Outside Target Fee	<u>\$ 330,236.87</u>
Firm Fixed Fee – Lagoon 3	\$ 155,380.00
Firm Fixed Fee – SPRU	\$ 174,856.87

**Fee Component 2:**

Fee Component 2 consists of previous interim milestones (MS03 and MS04) that were not completed prior to Contract Modification 0245, and other fee negotiated per Mod 0245. This includes the General Purpose Cell (GPC) Deactivation, Fuel Receiving and Storage Facility (FRS) Deactivation, Product Purification Cell (PPC)-South Additional Source Reduction, and an Objective Performance Incentive (OPI) attached to Contractor Excellence.

<b>PBI #</b>	<b>Description</b>	<b>Fee Value</b>	<b>Target Completion Date</b>
<b>PBI-01</b>	Demolition and Removal of MPPB	\$16,329,086	<b>8/29/2024</b>
<b>PBI-02</b>	Completion of PWS	\$4,735,726	<b>8/29/2024</b>
<b>PBI-03</b>	Objective Performance Incentive	\$4,505,528	<b>8/29/2024</b>
<b>Total Fee</b>		\$25,570,340	

**Performance-Based Incentive Fee for PBIs 1 and 2**

- a. Performance-Based Incentive Fee Description

Performance-Based Incentives (PBIs) are the specific elements of performance that can be measured and validated against a quantified measure and can be used as an objective evaluation of contractor performance. The PBIs for this PEMP are provided in Appendices A, B and C.

- b. Performance-Based Incentive Fee Payment

Payments made from this fee will be categorized as final or provisional based on the terms of the contract and as specified in the PBIs provided in Appendix A, B and C.

### **Objective Performance Incentive (PBI 3)**

a. Objective Performance Incentive (OPI) Description

This contract includes an OPI as a stand-alone PBI separate from the Award Fee earned by the Contractor prior to Contract Modification 0245.

b. Objective Performance Incentive Payment

The award fee earned prior to Mod 0245 has been earned by the contractor, has been invoiced and has been paid. No other actions are required by DOE or the contractor relative to this fee.

The OPI available post-Mod 0245 is based upon Contractor Excellence as established in Contract Clause B.2.6.a.v, and is the subject of this criteria below:

- i. The OPI is described in Appendix C of this PEMP. This PEMP sets forth the evaluation period and the criteria upon which the Contractor will be evaluated for performance.
- ii. The FEM will review the OPI, at a minimum, on an annual basis.
- iii. Payments made from this fee will be categorized as final or provisional based on the terms of the contract and as specified in the PBI.
- iv. The amount of earned OPI shall be unilaterally determined by the Fee Determining Official (FDO).
- v. The contractor must complete the PWS acceptably and in its entirety to earn and retain the amount of fee assigned to the OPI.

#### **4. General Instructions for Monitoring Contractor's Performance**

- a) As set forth by Section 6 below, evaluation of the contractor's performance will be performed by cognizant management, technical and contracting personnel assigned to the DOE West Valley Demonstration Project Office.
- b) The Contractor's performance shall be evaluated by the performance standards set forth in the contract.
- c) The Contractor will be evaluated against Minimum Performance Levels (MPLs) and Contract Minimum Performance Levels (CMPLs). MPL and CMPL evaluation is an objective evaluation of the contractor's compliance with the minimum performance expectations, established by the contract and this PEMP.
  - a. MPLs are those minimum performance requirements that the contractor is required to meet under Contract Clause I.114; DEAR 952.223-76 *Conditional Payment of Fee or Profit-Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health*, in performance of the work under this contract. Failure by the contractor to meet the MPLs may result in a reduction in otherwise earned fee in accordance with the clause.

- b. CMPLs are specific to the WVDP and complement the minimum performance levels identified under Contract Clause I.114; DEAR 952.223-76 *Conditional Payment of Fee or Profit-Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health*. Failure to meet CMPLs will be handled as specified in Appendix C of this PEMP.
- d) PBI evaluation will be an objective assessment of the results required by the PBI and the manner in which those results were achieved.
- e) Evaluators will consider all available performance information necessary; including but not limited to audits, appraisals, reports, compliance with the PWS, DOE Orders and directives, etc. as sources of input in making their evaluations. There is a presumption on the part of DOE that the contractor's application of the principal of Environment, Safety and Health requirements are a precondition of operation of the entire WVDP and will be evaluated in all aspects of contractor performance.
- f) The Contractor will be evaluated based on factors within its control, as well as those factors and results that a reasonably prudent contractor engaged in the nuclear field should have anticipated or foreseen. The evaluation must consider if the contractor has reasonably exercised the steps that should have been taken for performance of the contract.

## **5. Performance Evaluation**

The areas assessed within the contract and accomplishment in these areas are directly attributed to the contractor management's ability to perform the work safely and successfully. Evaluation of work performed under the Performance Work Statement (PWS) and PBIs, will be based on the presumption that all Minimum Performance Levels (MPLs) and Contract MPLs (CMPLs) have been met. Contractor performance will be evaluated on:

- a) Performance of all the requirements in the PWS including those areas not specifically incentivized.
- b) Performance with respect to the specific PBI completion, i.e., satisfactory accomplishment of PBI objectives within the terms and conditions of the PBI entitles the contractor to the fee specified in the PBI.
- c) Meeting the MPLs and CMPLs.

## **6. Organization Structure for Objective Performance Incentive Administration**

The award fee determination process utilizes the following hierarchy to ensure conformance with the PEMP:

1. Fee Determination Official (FDO);
2. Contracting Officer (CO);
3. Fee Evaluation Manager (FEM);
4. Performance Evaluation Program Manager (PEPM);
5. Performance Evaluation Program Administrator (PEPA); and
6. Performance Evaluation Monitors (PEMs).

### **Fee Determination Official (FDO)**

The FDO ensures independent, executive-level review of the work of the FEM and the PEMs. The FDO for this contract is the Director, Environmental Management Consolidated Business Center (EMCBC). The FDO's primary responsibilities are to:

- a. Determine the amount of award fee earned and payable for the evaluation period and ensure that the amount and percentage of award fee earned is commensurate with and accurately reflects the contractor's performance; and
- b. Issue and sign the award fee determination letter for the evaluation period specifying the amount of award fee determined and the basis for that determination.

### **Contracting Officer (CO)**

The CO for this contract is provided in Section G of the Contract. The CO's primary responsibilities are:

- a. Performance of all actions necessary to ensure the contractor complies with the terms of the contract and to safeguard DOE contractual interests;
- b. Modifying the contract as necessary, and ensuring that all supporting documentation for the modification is current, accurate, and that funding documentation has been approved and certified at the appropriate level;
- c. Ensure that the award fee and incentive fee process is managed consistent with applicable acquisition regulations and the terms and conditions for the contract;
- d. Ensure the Award Fee Evaluation is fair, consistent and reflects appropriate fee value for accomplishments and performance for the period being evaluated;
- e. Approve PBI payment in accordance with the contract;
- f. Coordinate and obtain approval of performance requirements with the necessary specialists at the appropriate level;



- g. Provide for impartial, fair, and equitable treatment of the contractor; and
- h. Maintain the records of contractor's performance identified in this PEMP.

### **Fee Evaluation Manager (FEM)**

The FEM for this contract is the Director, West Valley Demonstration Project. The FEM's primary responsibilities are:

- a. Continuously monitor contractor's performance;
- b. Notify the FDO whenever reportable aspects of non-conformance with the contract requirements occur;
- c. Coordinate and approve actions of major significance or impact. These may include fee reductions, equitable adjustments, or other changes outside the scope of the approved PEMP, or otherwise determined to be significant;
- d. Establish policies and procedures pertaining to contract matters involving all contracts under the cognizance of the FEM;
- e. Recommend changes to the OPI to the FDO; and
- f. Ensure that the contractor receives fair, impartial, and equitable treatment under the contract.

### **The Performance Evaluation Program Manager**

The PEPM is the Deputy Director, West Valley Demonstration Project. The PEPM may assign or reassign PEPA or PEMs at any time without advance notice to the Contractor. The PEPM's primary responsibilities are:

- a. Monitor, evaluate, and assess the Contractor's performance with assistance from the PEPA and the PEMs;
- b. Analyze the Contractor's performance against the criteria set forth in the PEMP, specifically the MPLs, CMPLs, or OPI;
- c. Provide monthly verbal feedback to the Contractor on OPI performance;
- d. Appoint other members, if appropriate, to assist the PEPM in performing their functions;
- e. Provide a recommendation to the FEM when performance deviates from the MPLs, CMPLs, or OPI;

- f. Recommend changes to the OPI to the FEM.

**Performance Evaluation Program Administrator (PEPA):**

The PEPA is the DOE-WVDP Project Control and Integration Team Leader. The PEPA's primary responsibilities are:

- a. Advise the PEPA on Cost-Plus-Award-Fee rating standards, policies, and procedures and ensure the consistent application of DOE policy in these matters;
- b. Consider changes to the OPI and recommend those determined appropriate to the PEPA;
- c. Assist the PEPA in preparing correspondence for the FEM and FDO; and
- d. Coordinate the administrative actions required by the PEMs, the PEPA, the FEM and the FDO.

**Performance Evaluation Monitors (PEMs)**

The PEMs are the DOE-WVDP Team Leaders. As necessary, PEMs may draw as needed from the following individuals and/or units or others:

- Federal Project Directors;
- Facility Representatives;
- Team Members; and
- Subject Matter Experts/Support Service Contractors.

The PEMs primary responsibilities are:

1. Understand the MPLs, CMPLs, and OPI.
2. Monitor, evaluate, and assess the Contractor's performance in their assigned areas;
3. Provide input to the PEPA when performance deviates from the MPLs, CMPLs, or OPI;
4. Provide performance input to the PEPA and PEPA as requested;
5. Recommend any needed changes to the OPI for consideration by the PEPA, the PEPA, the FEM and the FDO; and,

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6. Maintain performance dialogue with PEPA and PEPM throughout the evaluation period.

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**APPENDIX A**

**PERFORMANCE-BASED INCENTIVE (PBI)-01**

**Short Title: Demolition and Removal of MPPB**

**Performance Based Incentive Completion Criteria**

<b>PBI-01</b>	<b>Main Plant Process Building (MPPB) Enhanced Deactivation and Demolition and Waste Disposition of Ancillary Buildings, Vitrification Facility and MPPB</b>	
<b>WBS:WV.01.06</b>	<b>BCWS: \$ 178,956,097</b>	<b>Fee Value: \$16,329,086</b>

**Performance Based Incentive Description**

For maximum fee to be earned for this PBI, the contractor will complete enhanced deactivation inside the Main Plant Process Building, complete demolition and waste disposition of the Vitrification Facility, complete Ancillary Buildings demolition and debris disposal, and complete demolition of the Main Plant Process Building to grade and disposition demolition waste. Fee is earned for work performed. There is no reduction in fee imposed for work completed after the scheduled Baseline completion date.

Documentation packages shall be compiled and submitted as evidence of completion for the various Interim Performance Based Incentives as described below. The fee associated with completion of PBI 1 will be earned according to the values listed in the table below. Fee may only be earned after completion of all the work under each Interim PBI and submittal of a documentation package in accordance with the Completion Criteria Description and Completion Documentation list.

**Interim PBIs for PBI 01**

<b>Interim Performance Based Incentive (IPBI)</b>	<b>Interim PBI Description</b>	<b>Interim PBI Fee Value</b>
IPBI-01-01	MPPB Enhanced Deactivation	\$1,500,000
IPBI-01-02	Vitrification Facility Demolition and Disposal Complete	\$1,472,460
IPBI-01-03	Ancillary Support Building Demolition Part 1	\$588,349
IPBI-01-04	Ancillary Support Building Demolition Part 2	\$250,000
IPBI-01-05	Ancillary Support Building Demolition Part 3	\$250,000
IPBI-01-06	MPPB Demolition Commencement	\$1,000,000
IPBI-01-07, subsets a-d	MPPB Demolition Progress (Debris Disposal)	\$8,000,000
IPBI-01-08	MPPB Debris Disposal and Demolition Complete	\$3,268,277
<b>Total PBI 01 Value</b>		<b>\$16,329,086</b>

**Completion Criteria Description:**

Fee will be earned in the increments shown above following completion of all work associated with each Interim PBI. Work is considered complete when all physical activities are complete, the work area is placed in a stable condition, resulting waste with a pathway for disposal is shipped off site and disposed at a DOE-approved waste disposal facility, and any waste generated that does not have a pathway for disposal is containerized and properly stored on site. A report documenting completion of the work will be submitted to DOE as evidence of completion. Specific work activities and documentation requirements for each Interim PBI under this incentive are as follows:

## **IPBI-01-01 MPPB Enhanced Deactivation**

MPPB enhanced deactivation activities are defined as follows:

General Purpose Cell (GPC) and Adjoining Areas: Complete material removal, deactivate the GPC and surrounding below-grade cells and aisles and fill subgrade structures with grout.

Product Purification Cell (PPC): Perform aggressive decontamination activities in the PPC-S to reduce radiological source term. Deactivate cell in preparation for demolition.

Fuel Receiving and Storage Facility (FRS): Remove waste, perform asbestos containing material (ACM) removal and perform facility deactivation.

The Budgeted Cost of Work Scheduled under this Interim PBI is \$15,517,604. The fee value for completion of this interim incentive is \$1,500,000.

Specific Completion Criteria for this Interim PBI:

General Purpose Cell and Adjoining Areas: Complete equipment and loose debris removal in the sub-grade portions of the MPPB [General Purpose Cell (GPC), General Crane Room (GCR) and Crane Room Extension (GCRE) General Operating Aisle (GOA), and Miniature Cell]. Remove hazardous materials; drain shield windows, cranes, and door mechanisms; complete mechanical, electrical and utility isolations and seal pipe and conduit penetrations. Apply paint or fixative (if necessary) to cell floors and walls. Perform radiological characterization surveys and obtain pre-grouting video of the GPC floor to document any non-removable material remaining in the cell. Fill all below grade areas with grout. Package and disposition waste with pathway for disposal at a DOE-approved waste disposal facility. Waste without a pathway for disposal has been characterized, packaged, and stored in existing on-site storage facilities.

Product Purification Cell (PPC): Perform necessary engineering, equipment procurement, training, testing and setup to support aggressive decontamination of accessible wall surfaces in the PPC-S as indicated by characterization results and air modeling calculations to support open air demolition,. Perform aggressive decontamination on wall surfaces in the cell as noted above, and collect, remove and package removed material and remove equipment used to perform the work. Obtain post decontamination surveys inside the PPC-S. Package and disposition waste with pathway for disposal at a DOE-approved waste disposal facility. Waste without a pathway for disposal has been characterized, packaged, and stored in existing on-site storage facilities.

Fuel Receiving and Storage Facility (FRS): Complete asbestos containing material (ACM) removal in all accessible areas of the FRS. Remove and relocate two High Integrity Containers (HICs) stored inside the FRS to suitable on-site waste storage. Complete facility deactivation by draining equipment, performing utility and mechanical isolations, and applying fixative to interior surfaces. Package and disposition waste with pathway for

disposal at a DOE-approved waste disposal facility. Waste without a pathway for disposal has been characterized, packaged, and stored in existing on-site storage facilities.

**Completion Documentation:**

Following completion of all activities associated with this Interim PBI, a report will be submitted to DOE containing the following information:

- (a) Costs, manpower, resources, and schedules used to complete the Interim PBI;
- (b) Activities performed to complete the Interim PBI (including photographs of work and GPC floor video);
- (c) Revised facility/site drawings and isolations for FRS;
- (d) Waste volumes removed, packaged, and stored or disposed;
- (e) Container data records for wastes stored and disposed, including disposal facility receipt documentation;
- (f) Radiological Characterization Surveys obtained after completion of deactivation activities (PPC-S, FRS and pre-grouting of GPC and surrounding areas).

**IPBI-01-02 Vitrification Facility Demolition and Waste Disposal Complete**

The following demolition activities will be performed to complete demolition of the Vitrification Facility:

Demolish the Vitrification Facility to the 100 ft. +/- 3 ft. elevation.

The Budgeted Cost of Work Scheduled under this Interim PBI is \$14,557,978. The fee value for completion of this interim incentive is \$1,472,460.

**Specific Completion Criteria for this Interim PBI:**

The following work will be completed under this Interim PBI:

- Demolish the Vitrification Facility to the main floor slab elevation (100 ft. +/- 3 ft.), with the exception of the melter pit. Melter pit components will be removed to the actual floor elevation with adjoining walls left at the 100 ft. +/- 3 ft. elevation;
- Remove High-level Waste (HLW) process lines to the interface of the Waste Tank Farm;
- Remove structures, equipment, debris, and waste generated during demolition of this facility;
- Piping and conduit into and out of the remaining foundation below the 100 ft. +/- 3 ft. elevation has been isolated;
- All approvals for permits required for demolition have been received and provided to DOE;
- All characterization data has been validated and provided for review;
- Storm water and ground water are prevented from entering and existing the remaining structure;

- All waste resulting from this work that has a pathway for disposal has been properly disposed at a DOE-approved waste disposal facility;
- All waste without a pathway for disposal has been properly characterized, packaged, and stored in existing on-site storage facilities;
- A final report is provided to DOE and accepted documenting completion of work under this Interim PBI.

Completion Documentation:

Following completion of all activities associated with this Interim PBI, a report will be submitted to DOE containing the following information:

- (a) Costs, manpower, resources, and schedules used to complete the Interim PBI;
- (b) Activities performed to complete the Interim PBI (including photographs of work in progress and completed)
- (c) Revised facility/site drawings and documentation of utility re-routing and isolations or operability;
- (d) Lessons learned and issue resolution;
- (e) Waste volumes removed, processed, repackaged, stored, shipped, and disposed;
- (f) Container data records and disposal facility receipt documentation;
- (g) Radiological Characterization Surveys of the remaining structure after demolition activities are complete;
- (h) Copies of approved permits; and
- (i) Copy of RCRA Interim Closure Status report.

**IPBI-01-03 Ancillary Building Demolition Part 1 (MSM Repair Shop, CSRF, Laundry, and Plant Office Building Demolition and Waste Removal Complete)**

The following demolition activities will be performed to complete demolition of the following Ancillary Support Buildings:

Safely and compliantly demolish the MSM Repair Shop, Contact-Size Reduction Facility (CSRF), Laundry, and Plant Office Building to the 100 ft. +/- 3 ft. elevation.

The Budgeted Cost of Work Scheduled under this Interim PBI is \$2,496,412. The fee value for completion of this interim incentive is \$588,349.

Specific Completion Criteria for this Interim PBI:

The following work will be completed under this Interim PBI:

- Demolish the MSM Repair Shop, CSRF, Laundry and Plant Office Building to grade (100 ft. elevation +/- 3 ft.);
- Equipment and debris resulting from the demolition have been removed;



- Piping and conduit into and out of the remaining foundation below the nominal 100 ft. +/- 3 ft. reference elevation has been isolated;
- All waste resulting from this work that has a pathway for disposal has been properly disposed off-site at a DOE-approved facility;
- All waste without a pathway for disposal has been properly characterized, packaged, and stored in existing on-site storage facilities;
- All characterization data has been validated and provided for review;
- Storm water and ground water are prevented from entering or exiting the remaining structure; and
- A final report is provided and accepted by DOE containing at a minimum the completion documents list.

#### Completion Documentation:

Following completion of all activities associated with this Interim PBI, a report will be submitted to DOE containing the following information:

- (a) Costs, manpower, resources, and schedules used to complete this Interim PBI;
- (b) Activities performed to complete the incentive, including photos of work in progress and at completion;
- (c) Revised facility/site drawings documenting utility re-routing and isolations;
- (d) Lessons learned and issue resolution;
- (e) Waste volumes removed, packaged, and stored or disposed;
- (f) Container data records for wastes stored and disposed, including disposal facility receipt documentation;
- (g) Radiological Characterization Surveys of the remaining structures after contract demolition activities are complete.

#### **IPBI-01-04 Ancillary Support Building Demolition Part 2 (MPPB Utility Room and Utility Room Extension Demolition and Waste Removal Complete)**

The following demolition activities will be performed to complete demolition of the following Ancillary Support Buildings:

Safely and compliantly demolish the MPPB Utility Room (UR) and Utility Room Extension (URE) to the 100 ft. +/- 3 ft. elevation.

The Budgeted Cost of Work Scheduled under this Interim PBI is \$3,092,427. The fee value for completion of this interim incentive is \$250,000.

#### Specific Completion Criteria for this Interim PBI:

The following work will be completed under this Interim PBI:

- Demolish the MPPB Utility Room and Utility Room Extension to grade (100 ft. elevation +/- 3 ft.);
- Equipment and debris resulting from the demolition have been removed;
- Piping and conduit into and out of the remaining foundation below the nominal 100 ft. +/- 3 ft. reference elevation has been isolated;
- All characterization data has been validated and provided for review;
- Storm water and ground water are prevented from entering or exiting the remaining structure;
- All waste resulting from this work that has a pathway for disposal has been properly disposed off-site at a DOE-approved facility;
- 
- All waste without a pathway for disposal has been properly characterized, packaged, and stored in existing on-site storage facilities;
- A final report is provided and accepted by DOE containing at a minimum the completion documents list.

Completion Documentation:

Following completion of all activities associated with this Interim PBI, a report will be submitted to DOE containing the following information:

- (a) Costs, manpower, resources, and schedules used to complete this Interim PBI;
- (b) Activities performed to complete the incentive;
- (c) Revised facility/site drawings documenting utility re-routing and isolations;
- (d) Lessons learned and issue resolution;
- (e) Waste volumes removed, packaged, and stored or disposed;
- (f) Container data records for wastes stored and disposed, including disposal facility receipt documentation;
- (g) Radiological Characterization Surveys of the remaining structures after contract demolition activities are complete.

**IPBI-01-05 Ancillary Support Building Demolition Part 3 (Load-In Facility Removal Complete)**

The following demolition activities will be performed to complete demolition of the following Ancillary Buildings:

Safely and compliantly, demolish the Load-In Facility (LIF) to the 100 ft. +/- 3 ft. elevation.

The Budgeted Cost of Work Scheduled under this Interim PBI is \$892,249. The fee value for completion of this interim incentive is \$250,000.

Specific Completion Criteria for this Interim PBI:

The following work will be completed under this Interim PBI:

- Demolish the Load-In Facility Removal to grade (100 ft. elevation +/- 3 ft.);
- Equipment and debris resulting from the demolition have been removed;
- Remaining piping in Off Gas Trench has been removed;
- Piping and conduit into and out of the remaining foundation below the nominal 100 ft. +/- 3 ft. reference elevation has been isolated;
- All characterization data has been validated and provided for review;
- Storm water and ground water are prevented from entering or exiting the remaining structure;
- All waste resulting from this work that has a pathway for disposal has been properly disposed off-site at a DOE-approved facility;
- All waste without a pathway for disposal has been properly characterized, packaged, and stored in existing on-site storage facilities; and
- A final report is provided and accepted by DOE containing at a minimum the completion documents list.

#### Completion Documentation:

Following completion of all activities associated with this Interim PBI, a report will be submitted to DOE containing the following information:

- (a) Costs, manpower, resources, and schedules used to complete this Interim PBI;
- (b) Activities performed to complete the incentive;
- (c) Revised facility/site drawings documenting utility re-routing and isolations;
- (d) Lessons learned and issue resolution;
- (e) Waste volumes removed, packaged, and stored or disposed;
- (f) Container data records for wastes stored and disposed, including disposal facility receipt documentation;
- (g) Radiological Characterization Surveys of the remaining structures after contract demolition activities are complete.

#### **IPBI-01-06 Commencement of Demolition of the MPPB**

The following demolition activities will be performed to initiate demolition of the MPPB: Commence demolition and removal of the MPPB to the 100 ft. +/- 3 ft. elevation.

The Budgeted Cost of Work Scheduled under this Interim PBI is \$11,714,551. The fee value for completion of this interim incentive is \$1,000,000.

#### Specific Completion Criteria for this Interim PBI:

The following work will be completed under this Interim PBI:

- Prepare and submit to DOE documents such as the Work Instruction Package (WIP), Environmental Protection Agency (EPA) Demolition Notification, Department of Labor

Asbestos Survey Report, and NESHAPs CAP-88 are finalized, and if applicable, approved;

- Readiness Reviews are complete and approval to proceed with demolition authorized by DOE; and
- Demolition has commenced on any portion of the MPPB superstructure (i.e., structural steel roof, reinforced concrete wall) utilizing heavy equipment.

#### Completion Documentation:

Following completion of all activities associated with this Interim PBI, a report will be submitted to DOE containing the following information:

- (a) Copy of EPA Region 2 approval of the Request for Approval (RFA) for MPPB demolition (if NESHAPS alternate calculation results indicates a RFA is required);
- (b) Copy of the 10-day EPA Demolition Notification;
- (c) Copy of the Department of Labor Asbestos Survey Report;
- (d) Copy of the approved Demolition WIP; and
- (e) Copy of the approved DOE “Conveyance of Contract Deliverables (Blue Sheet) for Deliverable 63, “Phase I Decommissioning Work Plan” and Deliverable 84, “Review Plan for Work Instruction Package (WIP) W1904751 Main Plant Process Building (MPPB) and Supporting Documentation”

#### **IPBI-01-07 MPPB Demolition Progress (Debris Disposal)**

The following demolition activities will be performed to complete MPPB demolition waste disposal:

Safely and compliantly dispose of MPPB demolition debris at a DOE-approved disposal facility.

The Budgeted Cost of Work Scheduled under this Interim PBI is \$61,382,586. The total fee value for completion of this interim incentive is \$8,000,000. Four equal fee payments will be provided for disposal of debris following disposal of each 10M (net) pounds of debris.

#### Specific Completion Criteria for this Interim PBI:

The following work will be completed under this Interim PBI:

- Characterization, packaging, shipment, and disposal of debris resulting from demolition of the MPPB. Fee will be earned for each 10M pounds of debris disposed, as follows:

IPBI-01-07a – 10M pounds shipped and disposed, \$2,000,000

IPBI-01-07b – 20M pounds shipped and disposed, \$2,000,000

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IPBI-01-07c – 30M pounds shipped and disposed, \$2,000,000  
IPBI-01-07d – 40M pounds shipped and disposed, \$2,000,000

Completion Documentation:

- (a) Weight of waste removed, packaged, and stored or disposed; and
- (b) Container data records for wastes stored and disposed, including disposal facility receipt documentation.

**IPBI-01-08 MPPB Demolition Complete**

The following demolition activities will be performed to complete MPPB demolition waste disposal:

- Safely and compliantly complete disposal of MPPB remaining demolition waste and dispose waste at a DOE-approved disposal facility.
- Safely and compliantly complete demolition of the MPPB to the 100 ft. +/- 3 ft. elevation, restore area, as appropriate, and install approved cover.

The Budgeted Cost of Work Scheduled under this Interim PBI is \$69,302,290. The total fee value for completion of this interim incentive is \$3,268,277.

Specific Completion Criteria for this Interim PBI:

The following work will be completed under this Interim PBI:

Demolition and waste disposal complete, area restored, and interim cover installed:  
\$3,268,277

Completion Criteria:

The Interim PBI will be considered complete when the following conditions have been met:

- Demolish MPPB to the 100 ft. +/- 3 ft. elevation;
- Structures below the 100 ft. reference elevation (General Purpose Cell and adjoining areas) are filled with grout to prevent water infiltration;
- The Fuel Receiving and Storage area is isolated from the MPPB;
- Disposition of liquids and tanks within the MPPB, and disposition of liquids within tanks 12-35104, 7D-13 and 15D-6. In addition, tanks 12-35104, 7D-13 and 15D-6 are isolated and piping will be isolated at the 100 ft. reference elevation;
- Photographic documentation and a diagram of cells identifying any areas of potential leaks, damage/deterioration, or containment penetration prior to applying fixative for the following rooms has been obtained: Process Mechanical Cell, Ventilation Wash Room, Solvent Storage Terrace, and the MSM Repair Shop;
- Process lines in the Off-Gas Trench are removed;

- Piping and conduit into and out of the remaining foundation below the 100 ft. reference elevation has been isolated;
- Storm water and ground water are prevented from entering or exiting the remaining structure;
- The facility footprint has been restored with earthen backfill. The area will be graded to achieve positive drainage.
- Restoration of the MPPB footprint will also entail installation of a geomembrane cap. The new cap section will be properly sealed to the existing Vit cap;
- All approvals for permits required for demolition have been received and are provided to DOE;
- All characterization data has been validated and provided for review, and accepted;
- All demolition waste resulting from this work that has a pathway for disposal has been properly disposed off-site at a DOE-approved facility; (NOTE: All collected storm water, dust suppression water, and other contaminated liquids is considered “waste with a pathway for disposal”)
- All waste without a pathway for disposal has been properly characterized, packaged, and stored in existing on-site storage facilities; and
- A final report is provided and accepted by DOE containing at a minimum the completion documents list.

#### Completion Documentation:

Following completion of all activities associated with this Interim PBI, a report will be submitted to DOE containing the following information:

- (a) Costs, manpower, resources, and schedules used to complete this Interim PBI;
- (b) Activities performed to complete the incentive;
- (c) Revised facility/site drawings documenting utility re-routing and isolations or operability;
- (d) Lessons learned and issue resolution;
- (e) Weight of waste removed, packaged, and stored or disposed not previously submitted in IPBI – 01-07a-d;
- (f) Container data records for wastes stored and disposed, including disposal facility receipt documentation not previously submitted in IPBI – 01-07a-d;
- (g) Radiological Characterization Surveys of the remaining structures after contract demolition activities are complete.
- (h) Copies of approved permits; and
- (i) Copy of RCRA Closure Certification Report for A&PC (Hot Cells 1-5) and copies of RCRA Interim Closure Status Reports for the remaining RCRA units (Liquid Waste Treatment System (LWTS), HLW Interim Storage Facility (former Chemical Process Cell), Cement Solidification System (CSS) and Contact Size Reduction Facility (CSRF).

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**APPENDIX B**

**PERFORMANCE-BASED INCENTIVE (PBI)-02**

**Short Title: Completion of Performance Work Statement (PWS)**

**Performance Based Incentive Completion Criteria**

<b>PBI-02</b>	<b>Completion of Performance Work Statement</b>	
<b>WBS:</b> WV.01.06.06 WV.01.08.01 WV.01.08.03	<b>BCWS:</b> \$1,432,419	<b>Fee Value:</b> \$1,689,494

**Performance Based Incentive Description**

For maximum fee to be earned for this PBI, the contractor will complete demolition and restoration of the Liquid Pretreatment System, demolition and restoration of the Chemical Process Cell – Waste Storage Area and armoring of the NDA north slope. The contractor will also complete the Performance Work Statement activities described in Contract Attachment C-5. Fee is earned for work performed. There is no reduction in fee imposed for work completed after the scheduled Baseline completion date.

Documentation packages shall be compiled and submitted as evidence of completion for the various Interim Performance Based Incentives performed as described below. The fee associated with completion of PBI 2 will be earned according to the weightings listed in the table below. Fee may only be earned after completion of all the work under each Interim PBI and submittal of a documentation package as evidence of completion (see section below “Completion Documents” for list of required documents).

**Interim PBIs for-PBI 02**

<b>Interim Performance Based Incentive</b>	<b>Interim PBI Description</b>	<b>Interim PBI Fee Value</b>
IPBI-02-01	Liquid Pretreatment System Demolition and Disposal Complete	\$94,982
IPBI-02-02	Chemical Process Cell – Waste Storage Area Demolition and Disposal Complete	\$297,256
IPBI-02-03	Armoring and Protection of the NDA North Slope Complete	\$297,256
IPBI-02-04	Performance Work Statement Complete	\$1,000,000
IPBI-02-05	Develop Preventative Maintenance Program for NFPA 70E Compliance; Enter Preventative Maintenance Program for NFPA 70E into PM Tracking Database	\$47,328
IPBI-02-06	Deferred Legacy Waste	\$840,736
IPBI-02-07	Tank 8D-4 Alternative Sampling and Characteristic Report	\$135,935
IPBI-02-08	Replace Security Guard House and Vehicle Truck Trap	\$219,222
IPBI-02-09	Packaging, Transportation, and Disposal of Permeable Treatment Wall Soil and Structure	\$387,555
IPBI-02-10	Address Lagoon 3 Embankment Erosion-Re-routing Lagoon 4/5	\$349,860
IBII-02-11	COVID-19 Pandemic	1,065,596
<b>Total PBI 02 Value</b>		<b>\$4,735,726</b>



**Completion Criteria Description:**

Fee will be earned in the increments shown above following completion of all work associated with that Interim PBI. Work is considered complete when all physical activities are complete, the work area is placed in a stable condition, all resulting waste with a pathway for disposal is shipped and disposed at a DOE-approved waste disposal facility, and any waste generated that does not have a pathway for disposal is containerized and properly stored on site. A report documenting completion of the work will be submitted to DOE as evidence of completion. Specific work activities and documentation requirements for each Interim PBI under this incentive are as follows:

**IPBI– 02-01 Liquid Pretreatment System Demolition and Disposal Complete**

The following demolition and restoration activities will be performed to remove the Liquid Pretreatment System from the WVDP site:

Complete demolition, dispose waste at a DOE-approved facility and complete restoration of the Liquid Pretreatment System area. The finished state of area restoration will be placement of a new cover over the building footprint and sealing of the cover to the existing NDA cover material.

The Budgeted Cost of Work Scheduled under this Interim PBI is \$260,953. The fee value for completion of this interim incentive is \$94,982.

Specific Completion Criteria for this Interim PBI:

This Interim PBI will be considered complete when:

- The structures, equipment, debris, and waste associated with the facility have been removed;
- Piping and conduit into and out of the foundation footprint have been isolated and secured, retaining the ability to pump Manhole #4;
- Storm water and ground water are prevented from entering or exiting the remaining structure;
- The facility footprint has been restored with earthen backfill as specified in the Contract. The area will be graded to achieve positive drainage. Restoration of the LPS Building footprint will also entail installation of cover materials in accordance with design specifications for the NDA cover. The new cover section will be properly sealed to the existing NDA cover;
- All waste resulting from this incentive has been properly disposed at a DOE-approved facility; and
- A report is provided to DOE containing at a minimum the information required by the completion documents list below.

Completion Documentation:

Following completion of all activities associated with this Interim PBI, a report will be submitted to DOE containing the following information:

- (a) Radiological Surveys (post-demolition) for the facility footprints including exposed building slabs and foundations;
- (b) Photos documenting progress and completed status of the work;
- (c) Revised or as-built engineering-released facility/site drawings documenting applicable utility isolations and re-routes, along with facilities/structures removed;
- (d) Backfill documentation showing volume and sources of all restoration material used (i.e., vendor delivery tickets);
- (e) Waste volumes removed, packaged, stored, and shipped; container identification numbers and data records from the point of generation to disposal and disposal facility receipt documentation; and
- (f) All approvals for permits and documentation demonstrating satisfactory completion of regulatory requirements necessary for restoration (e.g., RCRA approvals) have been received by CHBWV from agencies having jurisdiction and provided to DOE.

#### **IPBI-02-02 Chemical Process Cell – Waste Storage Area Demolition and Disposal Complete**

The following demolition activities will be performed to complete demolition of the Chemical Process Cell – Waste Storage Area (CPC-WSA):

Complete demolition, waste disposition and restoration of the CPC-WSA and foundations. Footprint and surrounding area shall be decontaminated to meet unrestricted radiological release and 6 NYCRR Part 373, RCRA Clean Closure Requirements.

The Budgeted Cost of Work Scheduled under this Interim PBI is \$348,677. The fee value for completion of this interim incentive is \$297,256.

Specific Completion Criteria for this Interim PBI:

The following work will be completed under this Interim PBI:

- Structures, equipment, debris, and waste associated with the facility have been removed;
- Piping and conduit into and out of the footprint have been isolated and secured, if applicable;
- RCRA closure has been completed in accordance with the closure plan of record, documentation has been submitted to the regulator and the facility has been released from RCRA interim status requirements;
- All characterization data has been validated and provided for review and demonstrates that RCRA Clean Release criteria and Decommissioning Plan radiological cleanup guidelines have been met;
- Facility footprint has been restored with clean earthen backfill as specified in the contract. The area will be graded to achieve positive drainage;

- All waste resulting from this work with a pathway for disposal has been properly disposed at a DOE-approved facility;
- All waste without a pathway for disposal has been properly characterized, packaged, and stored in existing on-site storage facilities;
- A final report is provided to DOE and accepted documenting completion of work under this Interim PBI.

Completion Documentation:

Following completion of all activities associated with this Interim PBI, a report will be submitted to DOE containing the following information:

- (a) Post-demolition Radiological Surveys of the facility footprint;
- (b) Photographs of work in progress and completed;
- (c) Copies of approved permits, closure certifications, and other documentation required to demonstrate satisfactory completion of regulatory requirements (e.g., RCRA Closure Certification);
- (d) Revised or as-built engineering-released facility/site drawings documenting applicable utility isolations and re-routes, along with facilities/structures removed;
- (e) Backfill documentation showing volume and sources of all restoration material used (i.e., vendor delivery tickets); and
- (f) Waste volumes removed, processed, repackaged, stored, shipped, and disposed; and Container data records and disposal facility receipt documentation.

**IPBI-02-03 Armoring and Protection of the NDA North Slope Complete**

Armor and protect the toe of the Nuclear Regulatory Commission Licensed Disposal Area (NDA):

Complete the construction work necessary to armor and protect the NDA north slope to meet the intent of the U.S. Nuclear Regulatory Commission (NRC) NUREG-1623. A combination of bioengineered covering (vegetated mat) and hard stone features will be used to tie into existing armoring placed by NYSERDA for the Lagoon Road Creek and Erdman Brook nick point repairs and be capable of withstanding one-half the Probable Maximum Precipitation (PMP) run-off from the NDA, NYS-licensed disposal area (SDA), and adjacent areas.

The Budgeted Cost of Work Scheduled under this Interim PBI is \$822,789. The fee value for completion of this interim incentive is \$297,256.

Specific Completion Criteria for this Interim PBI:

The following work will be completed under this Interim PBI:

- Completion of this work includes construction and armoring in accordance with the design that has been approved by DOE and NYSERDA, with concurrence from NRC,

verification that the work was performed per the design criteria, compilation of as-built engineered drawings stamped by a Professional Engineer (PE) and closeout of all applicable permits.

Completion Documentation:

Following completion of all activities associated with this Interim PBI, a report will be submitted to DOE containing the following information:

- (a) Post-demolition Radiological Surveys of the construction footprint;
- (b) Photographs of work in progress and completed;
- (c) Revised or as-built engineering-released facility/site drawings documenting applicable utility isolations and re-routes, along with facilities/structures removed, all new structures (e.g., backfill, cover, toe, stream gauging stations, etc.), and area conditions;
- (d) Backfill documentation showing volume and sources of all restoration material used (i.e., vendor delivery tickets);
- (e) Waste volumes removed, processed, repackaged, stored, shipped; Container identification numbers and data records and disposal facility receipt documentation;
- (f) CHBWV inspection record verifying completion of construction per the design criteria, Engineering Released Drawings, Permits and Contract Documents, and
- (g) Documents demonstrating closeout of applicable regulatory permits, as necessary, have been received and provided to DOE.

**IPBI-02-04 Performance Work Statement Complete**

The work associated with the Performance Work Statement (PWS) as outlined in Section B.2.e.iv of the Contract will be complete.

The fee value for completion of this interim incentive is \$1,000,000.

Specific Completion Criteria for this Interim PBI:

This Interim PBI will be considered complete when the following conditions are met:

- All activities described in Milestones 1 and 2 and PBIs 1 and 2, are complete;
- The facilities end states as outlined in Contract Attachment C-2, "Facility Description and Status" are in compliance with the End State condition;
- Contract Attachment C-5, "Turnover Package Requirements" and Attachment J-3, Deliverable 203, "Turnover Package" has been submitted to DOE (See Attachment 1 for a description);
- All other Interim Performance Based Incentives for PBI 02 are complete and submitted to DOE; and
- The Contract Completion Matrix is complete and approved by the Contracting Officer (see Attachment 2 for a description).

Completion Documentation:

The following documents will be submitted to DOE on or before completion of the PWS:

- (a) Documentation as outlined in Attachment C-5, “Turnover Package Requirements” and Deliverable 203, “Turnover Package”; and
- (b) Documentation as required by Section B and the approved Contract Completion Matrix (e.g., copies of all completed as-built drawings and Balance of Site Facilities completion reports if not previously transmitted).

#### **IPBI-02-05 Develop Preventative Maintenance Program for NFPA 70E Compliance**

Perform an evaluation of all electrical equipment at the WVDP and develop Preventative Maintenance job cards (PMs) where required to comply with NFPA 70E-2015 (or NFPA 70E-2018). Enter the PMs into a tracking database for periodic performance, as required

- Determine the required preventive maintenance for the various WVDP electrical equipment per NFPA 70E- 2015 or NFPA 70E-2018.
- Prepare the following forms for site electrical equipment and obtain required approvals including the accompanying WV-3909 form for hazard identification and mitigation.
  - J-4, Equipment Information Sheet (form WV-1089)
  - J-5, Preventive Maintenance Data Sheet (form WV-1090)
  - J-13, Equipment Number Request (form WV-2502) if an equipment number is needed
- Enter all newly created Job Cards into PM tracking database for retrieval and performance

Specific Completion Criteria for this Interim PBI:

The following work will be completed under this Interim PBI:

- A thorough evaluation of all electrical equipment in service at the WVDP will be performed and Job Cards necessary for compliance with NFPA 70E-2015 will be generated.
- The Job Cards will be entered into the Preventative Maintenance Tracking System for periodic retrieval and performance of PMs.

Completion Documentation for IPBI-:

- Following completion of the activities associated with this Interim PBI, the following information will be submitted to DOE:

All job cards developed to comply with NFPA 70E-2015 will be provided.

A report generated from the Preventative Maintenance Tracking System will be provided to demonstrate the new PMs have been entered into the tracking system.

Note: All PMs are tracked monthly and reported to DOE monthly and in the Contractor Assurance System (CAS) report. Overall PM tracking performance for the applicable period (semi-annual or annual) is reported in the C-2 Table of the Performance Evaluation & Measurement Plan.

IPBI-02-06 Deferred Legacy Waste, Characterization, Packaging, Shipping and Disposal  
Interim PBI Requirements

- Provide the labor, equipment, and materials necessary to engineer and plan processing, repackaging, transport, and disposal of the following:
  - Eight (8) Fuel Receiving and Storage Facility (FRS) High-Integrity Containers (HICs) their overpack (SUREPAKs), and their contents;
  - Four (4) degraded Chemical Process Cell (CPC) containers containing vessels 7C-2, 7D-10, 7D-4, and 7C-1;
  - Twelve (12) degraded legacy containers in storage at the WVDP;
  - Four (4) Waste Tank Farm Pump containers in storage at the WVDP; and
  - All secondary waste as generated during work activities

The Budgeted Cost of Work Scheduled under this Interim PBI is \$20,434,773. The fee value for completion of this interim incentive is \$840,736.

Specific Completion Criteria for this Interim PBI:

The following work will be completed under this Interim PBI:

- Process, over-pack, and transport of eight (8) HICs, their overpack (SUREPAKs), and their contents at a licensed disposal facility.
- Process, over-pack, and transport of degraded containers containing vessels 7C-2, 7D-10, 7D-4, and 7C-1 for disposal at a licensed disposal facility.
- Process, over-pack, and transport degraded containers SP-001 through SP-006, SP-102, SP-201, TC-456, TC-468, TC-470 and TC-473.
- Engineer plan to remove the pumps from storage and prepare them for processing and packaging
- Process pumps into sections for packaging, transport, and disposal
- Ship and dispose of LLW sections of pumps 1 at a licensed disposal facility
- All TRU waste shall be packaged in accordance with accepted site procedures that are consistent with the Waste Acceptance Criteria for the Waste Isolation Pilot Plant

Completion Documentation:

Following completion of all activities associated with this Interim PBI, a report will be submitted to DOE containing the following information:

- (a) Characterization results for the eight (8) HICs;
- (b) Photographs of work in progress;
- (c) Documentation of volumes of waste processed, repackaged, and shipped;
- (d) Listing of any waste not eligible for off-site disposal, including container identification numbers; and
- (e) Disposal facility receipt documentation for all waste disposed under this IPBI.

### **IPBI-02-07 Tank 8D-4 Sampling and Characterization Report**

#### Interim PBI Requirements

- Provide the labor, equipment, and materials necessary to engineer, plan and conduct sampling of the waste heel liquid and sludge in Tank 8D-4 and prepare an updated characterization report.

The Budgeted Cost of Work Scheduled under this Interim PBI is \$3,304,007. The fee value for completion of this interim incentive is \$135,935.

#### Specific Completion Criteria for this Interim PBI:

The following work will be completed under this Interim PBI:

- Engineer a sample collection system and develop a sampling plan for residual material in Tank 8D-4
- Collect sample results and prepare an updated characterization report for DOE

#### Completion Documentation:

Following completion of all activities associated with this Interim PBI, a report will be submitted to DOE containing the following information:

- (a) Sampling and Analysis Plan (SAP) and Data Quality Objectives (DQOs) for sampling residual materials in Tank 8D-4;
- (b) Report containing sample results and radiological, RCRA hazardous and general chemistry constituent inventories remaining in Tank 8D-4 liquid and sludge;
- (c) Disposal facility receipts for any waste generated during performance of this IPBI.

### **IPBI-02-08 Replace Security Guard House and Vehicle/Truck Trap at WVDP**

#### Interim PBI Requirements

- Replace the existing Security Guard House and vehicle/truck trap with a new building incorporating a new vehicle/truck trap and demolish and dispose of the existing structure. Layout of actual building and its location (civil aspects) to be approved by DOE.

The Budgeted Cost of Work Scheduled under this Interim PBI is \$7,056,330. The fee value for completion of this interim incentive is \$219,222.

Specific Completion Criteria for this Interim PBI:

The following work will be completed under this Interim PBI:

- Complete design of civil improvements and new Guard House and vehicle/truck trap and obtain DOE approval of layouts
- Complete construction/installation of new facility, equipment and infrastructure and turnover to operations
- Complete demolition of existing Guard House and dispose of debris

Completion Documentation:

Following completion of all activities associated with this Interim PBI, a report will be submitted to DOE containing the following information:

- (a) As-built drawings of all new construction, including parking lot, walkways, and lighting modifications;
- (b) A completed pre-occupancy checklist verifying operation of all facility features, systems, alarms, equipment, etc.;
- (c) Modified Security Plan incorporating the new facility, equipment, and fence outlines;
- (d) Photographs of the new facility, pedestrian and vehicular egress pathways and demolition of the existing Guard House;
- (e) Radiological surveys for the existing Guard House;
- (f) Delivery tickets for any new backfill used for site preparations for new Guard House; and
- (g) Disposal facility receipts for demolition debris from existing Guard House and any additional waste generated during performance of the IPBI.

### **IPBI-02-09 Packaging, Transportation, and Disposal of Permeable Treatment Wall Soil and Structure**

Interim PBI Requirements

- Provide the labor and equipment necessary to disassemble, package and ship for disposal the soil containment structure and the soil inside it that originated from installation of the Permeable Treatment Wall.



The Budgeted Cost of Work Scheduled under this Interim PBI is \$9,419,824. The fee value for completion of this interim incentive is \$387,555.

Specific Completion Criteria for this Interim PBI:

The following work will be completed under this Interim PBI:

- Package and ship PTW soil off-site for disposal
- Demolish soil containment structure and ship off-site for disposal
- Complete restoration of area following soil and containment structure removal

Completion Documentation:

Following completion of all activities associated with this Interim PBI, a report will be submitted to DOE containing the following information:

- (a) Documentation of work performed, including pre-demolition photos of soil containment structure and photos showing area after restoration
- (b) Sample results for soil containment and restoration backfill
- (c) Delivery slips for all backfill used during restoration
- (d) Disposal facility receipts for all waste shipped and disposed

### **IPBI-02-10 Address Lagoon 3 Embankment Erosion – Re-routing Lagoons 4/5**

Interim PBI Requirements

- Re-route Lagoons 4/5 to remove Lagoon 3 from service as an active wastewater treatment facility
- Relocate the State Pollutant Discharge Elimination System (SPDES) wastewater compliance point
- Upgrade the existing wastewater treatment system to maintain sufficient buffer/compliance capability for monitoring and additional treatment capabilities without Lagoon 3
- Evaluate the need for additional real time monitoring to ensure that the designed system provides the necessary time for taking action in the event that such monitoring identifies a potential for exceedance.
- Address and manage collection of storm water in the out-of-service Lagoon 3

The Budgeted Cost of Work Scheduled under this Interim PBI is \$8,503,610. The fee value for completion of this interim incentive is \$349,860.

Specific Completion Criteria for this Interim PBI:

The following work will be completed under this Interim PBI:

- Perform additional Lagoon 3 testing and analysis (if determined to be required by design subcontractor to develop design)
- Prepare system design and obtain DOE approval
- Support the Regulatory review process to obtain permits/approvals
- Construct/install system modifications
- Complete switchover to new system
- Develop system to manage the storm water that will be passively collected in the out of service Lagoon 3.
- Complete disposition of all waste generated during performance of this work scope

Completion Documentation:

Following completion of all activities associated with this Interim PBI, a report will be submitted to DOE containing the following information:

- (a) Sample analyses results for WET testing and Sr-90 in sediment (if required);
- (b) Final Design Package.
- (c) Copy of approved modified SPDES permit;
- (d) Photos of work performed;
- (e) As-built drawings depicting new and out-of-service wastewater treatment system components;
- (f) Confirmation that the system was tested, verified to be operational and released for site operations; and
- (g) Disposal facility receipts for waste generated during performance of this IPBI

IPBI-02-11 – COVID-19 Pandemic

**CHWBV Work scope in Support of COVID-19 Pandemic**

- Develop and implement Stop Work Plan and Resumption of Work Plan for work under DOE-EM West Valley Demonstration Project.
- Develop routine and effective communication capabilities to the workforce. Provide regular COVID-19 status updates daily.
- Assemble and train a dedicated COVID-19 cleaning and sanitizing crew to clean high-use areas, select equipment (e.g., PCMs), vehicles interiors, and work areas of occupied by symptomatic individuals.
- Establish and implement COVID-19 protocols to allow for staffing to conduct work safely during the pandemic including:
  - Establishing risk-based occupancy limits and installing barriers in workspaces, increase distance in the warehouse, limit the number of personnel in a vehicle

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- Implement teleworking protocols and provide employee assistance for home office connectivity and ability to conduct effective work remotely
- Clean and sanitize common areas and equipment at a greater potential for disease spread  
Repurpose existing facilities to support social distancing.
- Conduct training to individuals involved with cleaning and sanitizing work activities.  
Develop and train employees on COVID-19 related expectations including:
  - Teleworking
  - Attendance, Leave, and Pay
  - COVID-19 Response
  - Good Housekeeping and Hygiene Practices
  - Site Sanitization
  - Sanitizing work areas and equipment
- Develop Procedures and Plans as necessary to address the changing environment.

The fee value for completion of this incentive under PBI#2 is \$1,065,596 (Mod 0285)

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## APPENDIX C

### PERFORMANCE-BASED INCENTIVE (PBI)-03

**Short Title: Objective Performance Incentive**

## **Premise of Objective Performance Incentive (OPI) Strategy**

In developing this OPI, the primary consideration focused on developing a reward system that motivates the Contractor to make the best possible use of available resources to optimize performance. The reward provides for recognition of Contractor's performance, identifies a mechanism for appraisal of such efforts, and allows for monetary distributions to be granted based on the Government's determination that exemplary Contractor performance merits such compensation.

### **Purpose**

The purpose of this appendix (Appendix C) is to identify the process for establishing the Contractor's eligibility to receive OPI and, once eligibility is established, quantifying monetary distributions to be awarded based on the Government's determination that the Contractor performance merits such compensation.

Strong emphasis is assigned to the Government's expectation that the Contractor's performance will be in full compliance with the requirements and provisions of the Contract. As such, the OPI has two primary parts. The first part, *Contractor Minimum Performance Levels*, are specific WVDP minimum performance expectations. While the Contractor Minimum Performance Levels complement the minimum performance levels identified under Contract Clause I.114; DEAR 952.223-76 *Conditional Payment of Fee or Profit-Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health*, they do not replace DEAR 952.223-76. Fee reductions, if any, for failure to meet the Contractor Minimum Performance Levels, will be assessed against the OPI for the specified award fee period as defined in Table C-1.

The second part, *Performance-Based Award Fee Evaluation*, provides the specific framework for earning the OPI throughout the period of performance of the contract.

### **1. Contractor Minimum Performance Levels**

The Contractor Minimum Performance Levels are specific to the WVDP and complement the minimum performance levels identified under Contract Clause I.114; DEAR 952.223-76 *Conditional Payment of Fee or Profit-Safeguarding Restricted Data and Other Classified Information and Protection of Worker Safety and Health*.

#### **Category 1**

Category 1 events include occurrences or incidents that:

- could threaten the success of the West Valley Demonstration Project or other DOE projects;
- reflect significant conditions adverse to safety or quality; or
- reflect conditions that could result in significant additional costs to the Government.

This Category also includes events or incidents where an injury, exposure, or incident occurred or nearly occurred, regardless of the lack of actual or potential long-term health consequence. This category also includes breakdown or failure of WVDP Safety Management Programs. Examples include, but are not limited to events, occurrences, or incidents listed in Table C-1.

### **Category 2**

Category 2 events include occurrences or incidents that may indicate or reflect a significant weakness in programmatic requirements in environment, safety, health, or quality assurance. Examples include, but are not limited to events, occurrences, or incidents listed in Table C-1.

### **Category 3**

Category 3 events include occurrences or incidents that include requirements that overlay all work accomplished by the Contractor to ensure work performed at the site is conducted in a safe, disciplined manner that complies with all contract requirements. A Category 3 event, occurrence, or incident may indicate or reflect a lack of rigor or lack of focus on improving environment, safety, health, quality assurance and compliance-related programs. Comprehensive implementation of these programs is essential since these programs are relied upon to prevent Category 1 and 2 events, occurrences, or incidents. Examples include, but are not limited to events, occurrences, or incidents listed in Table C-1.

### **Mitigating Factors**

The Contracting Officer shall ensure that the Contractor receives impartial fair and equitable treatment, as set forth in FAR 1.602-2, and will consider mitigating factors. These may include factors such as those set forth below:

- Degree of control that the Contractor had over the event,
- Event caused by “Good Samaritan” act by the Contractor (e.g., offsite emergency response),
- Efforts that the Contractor had made to anticipate and mitigate the possibility of the event in advance,
- Contractor response to the event to mitigate its impacts and recurrence, or,
- General status (trend and absolute performance) of safety and compliance in related areas.

The Contracting Officer may require Contractor remuneration as outlined in Table C-1 within six (6) months from the date of DOE discovery of the event, incident, or occurrence. If the event, occurrence, or incident could be categorized in more than one category, the Contracting Officer shall apply the remuneration for only the highest category. If the event, occurrence, or incident results in a fine or penalty from a government agency, the amount of such fine or penalty shall be credited against the amount imposed under the contract by the

Contracting Officer. The total credit provided by the Contracting Officer shall not exceed the maximum remuneration required under Table C-1.

**TABLE C-1: Contractor Minimum Performance Levels**

<b>CATEGORY 1I</b>	
<b>Event, occurrence, or incident</b>	<b>Contractor Remuneration (Maximum)</b>
Nuclear criticality.	Up to 100% of OPI
Any action which results in an occupational radiation exposure greater than the DOE Limits as defined in 10 CFR 835.	
Fire in a Hazard Category 2 or 3 Nuclear Facility (as identified in WVDP-227) exceeding the Maximum Possible Fire Loss as defined in DOE Order 420.1 C, Change 3 due to Contractor action or inaction.	
Contractor-controlled packaging and/or transportation event that results in a container breach and/or release of any contents during an off-site shipment or receipt of shipment, or a transportation event which impacts the ability of the WVDP to continue waste shipments.	
Release from the project or incident causing a measured dose exceeding dose limits prescribed in DOE Order 458.1 Change 3.	
Liquid discharges from DOE process operations (not including WNSWAMP), which exceed 100 times the Derived Concentration Technical Standards (DCS) established in DOE Order 458.1 Change 3 for 100 mrem annual ingestion-based dose, as measured at any discharge outfall to local surface waters (e.g., Erdman Brook).	
A significant occurrence, incident or event not specifically identified in Category 1, categorized as an ORPS Reporting Level "High", for which the cause is a programmatic breakdown in a Safety Management Program as defined in WV-914, Unreviewed Safety Question Process (USQP).	
An Operational Emergency classified at the level of a Site Area Emergency due to contractor action and/or inaction.	
Contractor action or inaction resulting in a security incident (i.e. but not limited to, a security perimeter/barrier breach, prohibited article introduction) which increases the risk of danger, harm or injury to any person, as determined by DOE-WVDP.	
<b>CATEGORY 2</b>	
<b>Event, occurrence, or incident</b>	<b>Contractor Remuneration (Maximum)</b>
Any action which results in an individual receiving an occupational radiation exposure greater than the DOE Administrative Control Levels as defined in the DOE Radiological Control Standard.	Not less than 11% nor greater than

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Facility fire in a less than Hazard Category 3 Facility exceeding the Possible Fire Loss as defined in DOE Order 420.1 C Change 3 due to Contractor action or inaction.	25% of OPI per event
Each month that the WVDP 12 month rolling average Lost Workday Case Rate is greater than 2.5. [Note: Once exceeded, remuneration will not apply to successive months if these successive months indicate a declining average.]	
Air release from the project or incident causing a measured dose exceeding dose limits prescribed in DOE Order 458.1 Change 3. .	
Discharges from DOE process operations (not including WNSWAMP), which exceed the Derived Concentration Technical Standards (DCS) established in DOE Order 458.1 Change 3 for 100 mrem annual ingestion-based dose for all sources of ionizing radiation and exposure pathways.	
Contractor-controlled packaging and/or transportation event that results in a container breach and/or release any contents during an off-site shipment or receipt of shipment and/or event which requires an off-site response by WVDP or offsite responders.	
Issuance of any final Notices of Violations.	
Any occurrence, event, emergency, or incident, categorized as an ORPS Reporting Level “Low” and determined by the HCA to be so significant as to have an effect on the health, safety, or security of employees, the public and/or the environment.	
Any action on the part of the Contractor which effect is to cause the discovery of an Unreviewed Safety Question (USQ) as defined in WV-914, Unreviewed Safety Question Process (USQP) which results in conditions outside of the approved safety basis.	
Work performed by personnel where the personnel performing work did not have required ES&H-related training and/or qualification/certification (including lapsed or expired training, qualifications or certification) for that work (e.g., asbestos handling, HAZWOPER, fuel handling, criticality) resulting in a personal illness/injury, exposure, or environmental release.	
An Operational Emergency classified at the Alert Level due to contractor action and/or inaction.	
Contractor action or inaction resulting in any security incident not detected by the protective force which jeopardizes site and/or an individual(s) security, as determined by DOE-WVDP.	
Contractor action or inaction resulting in a security incident (i.e. but not limited to, a security perimeter/barrier breach, prohibited article introduction), as determined by DOE-WVDP.	
<b>CATEGORY 3</b>	
<b>Event, occurrence, or incident</b>	<b>Contractor</b>



	<b>Remuneration (Maximum)</b>
Each month that the WVDP 12 month rolling average Lost Workday Case Rate is greater than 1.8 [Note: Once exceeded, remuneration will not apply to successive for the evaluation months if these successive months indicate a declining average.]	Up to 10% of OPI per event
One or more regulatory milestones/commitment missed as identified in the Resource Conservation and Recovery Act (RCRA) 3008(h) Administrative Order on Consent and the Federal Facility Compliance Act (FFC Act) Consent Order as a result of Contractor action or inaction.	
Any action which results in an individual receiving an unapproved exposure greater than the annual WVDP Administrative Control Levels.	
Any violation of a Technical Safety Requirement as defined in WVDP-146, <i>WVDP Technical Safety Requirements</i> due to Contractor action or inaction.	
Work performed by personnel without required ES&H-related training and/or qualification/certification (including lapsed or expired training, qualifications, or certification) for that work (e.g., asbestos handling, HAZWOPER, fuel handling, criticality).	
Contractor-controlled packaging and/or transportation event that results in an offsite response by WVDP and/or offsite responders.	
A non-classified Operational Emergency due to contractor action or inaction.	
The unauthorized and/or improper release of any Controlled Unclassified Information (CUI) due Contractor action or inaction, whether properly marked or not properly marked.	

## 2. Objective Performance Incentive Evaluation

### **Expectation of Contractor Excellence**

It is a prerequisite of this contract that the Contractor shall accomplish the work in a safe and efficient matter. It is the expectation that the Contractor shall exceed minimum performance and will strive to achieve Contractor Excellence in the performance of this work in all areas, but specifically related to the following: safety, regulatory, quality, facilities maintenance and other infrastructure, management of the Contractor's team, and project management. Table C-2 below describes the Contractor's expectations for Corporate Excellence.

To this end, the Government may withhold Award Fee to the extent the Contractor's performance is deemed lacking in these areas as measured by the Objective Performance

Incentive PBI 03 criteria. As described in Section 4 of the PEMP, DOE will monitor the performance of the Contractor relative to the OPI, and the PEMP will, at a minimum, provide monthly feedback to the Contractor. The Contractor will be provided written notification by the FEM when DOE believes the Contractor’s performance is not consistent with Table C-2, and the contractor will be provided an opportunity to address DOE’s concern in writing. Within 30 days of DOE’s written notification, the Fee Determining Official will determine the degree, if any, of the fee reduction. As the intent of this clause is to encourage Corporate Excellence, the Fee Determining Official also has the discretion to allow the Contractor to correct performance issues and potentially recover any and all withheld fee (with the exception of fee reductions for CMPL).

<b>Interim Performance Based Incentive</b>	<b>Interim PBI Description</b>	<b>Performance Period</b>	<b>Interim PBI Fee Value</b>
IPBI-03-01(a)	Interim Provision Fee Payment for Performance Period 1	FY21 (first half)	\$400,000*
IPBI-03-01(b)	Interim Provision Fee Payment for Performance Period 1	FY21 (second half)	\$400,000*
IPBI-03-02	Interim Provision Fee Payment for Performance Period 2	FY22	\$806,761*
IPBI-03-03	Interim Provision Fee Payment for Performance Period 3	FY23	\$828,560
IPBI-03-04	Final Fee Payment	FY24	\$2,070,207**
<b>Total PBI 03 Value</b>			<b>\$4,505,528**</b>

**Interim Payment for PBI 03**

\* Less any fee reduction that occurred during performance period. Fee will remain provisional until completion of IPBI-03-04.

\*\* Less any final fee reduction

**Table C-2: Expectations of Contractor Excellence.**

PERFORMANCE AREA	OBJECTIVE	COMMITMENT	MEASURE	EVIDENCE OF COMPLETION
Safety	Maintain injuries/illness as low as possible*	Work toward an injury free workplace by controlling accidents and injuries	As a leading indicator, quarterly track, trend and investigate all first aid and observation injuries	First Aid and Observation will be tracked and reported monthly in the Contractor Assurance System (CAS) report.
			Quarterly Identify emerging trends of similar injuries performed by similar work	First Aid and Observation cases will be tracked and reported in the CAS report. Emerging negative trends will be identified, and corrective actions identified and initiated.
	Maintain safety culture consistent with ISMS principles*	Provide learning opportunities to enhance Safety Culture	Conduct Town Hall Meetings to discuss safety culture with employees	All employees will be invited to departmental Monthly Safety Briefings and all-employee Town Hall meetings, where safety culture topics are discussed. Sign-in is required for participants.
			Complete 85% of Con Ops Assessments in the quarter planned (or provide justification for rescheduling). Any lessons learned resulting from the assessment will be shared with personnel.	The ConOps Assessment schedule will be provided to cognizant personnel. Performance of assessments will be tracked and reported to the ESRB annually with results provide to DOE counterpart. Assessments will be tracked to completion.
	Maintain ESH&Q Program performance*	Track and trend ESH&QAs performance	Issue a CY Integrated Assessment Schedule by January 31 <sup>st</sup> .	A CY Integrated Assessment Schedule (IAS) will be developed, distributed and posted on the contractor's Intranet page.
			Complete 90% of IAS assessments in the CY quarter planned (or provide justification for rescheduling)	Completion of planned assessments will be tracked, and progress will be reported in the CAS report.
			Complete mid-year CAS effectiveness review	An effectiveness self-assessment review will be performed. Results of the review will be reported to DOE-WVDP (Contract Deliverable Item 100)
	Provide facility learning via the Lessons Learned and feedback programs*	Develop and share Operating Experiences	Develop and share a minimum of two internal Operating Experiences each quarter	WVDP Operating Experience will be shared with the DOE complex (using, when applicable) the DOE Lessons Learned database. DOE-WVDP will be updated on progress in the CAS report.
	Identify and mitigate radiological hazards so work can be performed safely.*	Maintain individual and group radiation doses ALARA	As a leading indicator, track and trend and investigate Skin Contaminations, Clothing Contaminations, Spread of Contamination Outside of Posted Areas, and Unexpected Doses that exceed 100mRem.	Skin and clothing contaminations and spread of contamination outside posted areas will be tracked and reported in the CAS report. In the event of an unexpected exposure over 100 mRem, an Incident Report will be written, and the individual(s) involved will undergo a special dose evaluation.
			Complete all assigned Functional Area Elements on time. Use tracking and trending to determine if corrective actions are required	Self-assessment Radiological Controls program will be performed as part of the IAS program.

**Table C-2: Expectations of Contractor Excellence.**

PERFORMANCE AREA	OBJECTIVE	COMMITMENT	MEASURE	EVIDENCE OF COMPLETION
	Plan work to ensure personnel hazards are anticipated, identified, evaluated, and controlled*	Maintain processes for work planning and control that fulfill the attributes of ISMS	Perform reviews for effectiveness and improvement in each of the following areas: <ul style="list-style-type: none"> <li>Number of Work Documents Issued by Quarter; and</li> <li>Number of Field Changes Issued by Quarter. Categorized by “missed hazards”, planning deficiencies, or otherwise</li> </ul>	Issued work documents will be tracked quarterly and compared to the number of Field Changes issued. Trends will be reported in the CAS report and to the ESRB annually.
			Address and close any deficiencies found in Work Planning and Control within 60 days (unless otherwise negotiated)	Any deficiencies identified in Work Planning and control will be corrected and tracked through completion.
Regulatory	Maintain an Environmental Management System that effectively implements environmental compliance with defined regulatory requirements for the CHBWV contract period, while furthering the DOE mission of restoring the WVDP Site	Perform work in a manner that maintains environmental compliance and that will identify, control, and respond to environmental hazards and provides DOE compliance documentation to allow for a smooth transition to the next contract phase	Annually, obtain a 90% operational status on the ambient air monitoring system through current FY which will be tracked monthly	The operational status of the ambient air monitoring system will be tracked on a monthly basis and reported to DOE counterparts. Annual summary information will be reported in the Annual Site Environmental Report.
			Obtain at least 95% on time or ahead of schedule completion of regulatory deliverables in Table J-3 of the CHBWV contract. Not including deliverable dates extended by mutual agreement by DOE and CHBWV	Demonstrated by on-time completion of deliverables, as demonstrated by report documenting deliverable dates and performance.
			Maintain ISO 14001 registration criteria for CHBWV.	Demonstrated by successful completion of internal and external third-party audit and/or completion of corrective action plans.

**Table C-2: Expectations of Contractor Excellence.**

PERFORMANCE AREA	OBJECTIVE	COMMITMENT	MEASURE	EVIDENCE OF COMPLETION
QA/Performance Assurance	Maintain DOE reportable occurrences as low as possible*	Manage CHBWV response to events in accordance with established policies, procedures, and regulations	Provide Quarterly Summary for non-ORPS reportable events (e.g. IR's, fact findings) for emerging issues/trends with the potential to result in future adverse operational events	Event, Fact Findings and Occurrence Reports will be tracked and reported in the CAS report.
	Maintain and use a Performance Assurance Program (PAP) needed for continuous ESH&Q performance.*	Develop and use a Performance Assurance Program (PAP) to provide feedback needed for continuous ESH&Q performance. The PAP will include competent root cause analysis, identification and implementation of corrective actions, performance of effectiveness reviews, and application of lessons learned	Submit monthly Contractor Assurance System (CAS) reports that summarize events within identified Safety Management Programs (SMPs) and support protocols for on-going trend analysis, performance indicators/measures, self-assessment, independent assessment, management assessment, corporate reviews, and responses to DOE oversight	Review and disposition of monthly CAS reports. Review and disposition of annual deliverables pertaining to Quality Assurance Program Descriptions and other submittal associated with relevant SMPs. Review of documentation related to daily Safety Assessment Center (SAC) calls.
Facility Maintenance and Other Infrastructure	Be recognized for excellent Conduct of Maintenance Performance*	Demonstrate a Conduct of Maintenance Program in accordance with the requirements of DOE's Maintenance Management Program	Complete at least 95% of Category 2 Preventive Maintenance on time	Performance will be tracked and reported to DOE counterparts monthly and reported to the ESRB.
Management of Contractor's Team	Commitment of Resource to the Project	Provide experienced, dedicated professionals committed to partnering and delivering effective compliance and problem resolution.	Perform weekly Counterpart meetings to provide project status, risk management mitigation, and problem solutions	Field observations of safe work practices, fewer recordables, positive feedback from DOE oversight personnel
		Assign essential personnel who pledge to a minimum of 2 years at WVDP in the performance of project work scope with a period of performance that require a commitment duration of 2 or more years to fulfill. Assign other essential personnel to project work scopes with less than a 2 year duration for a period not less than actual schedule duration to complete	No unfilled key leadership positions and continuity of project staff	Complete complement of SME's represented in work scope
		Utilize corporate reach back as an identified key element of providing all the resources available to assure successful delivery of the WVDP	Adequate personnel resources to perform work.	On time Delivery of sufficient quality to meet required objective
	Meeting Contract Deliverables	Obtain at least 100% on time or ahead of schedule completion of deliverables in Table J-3	Obtain at least 100% on time or ahead of schedule completion of deliverables in Table J-3 of the CHBWV contract. Not including deliverable dates extended by mutual agreement by DOE and CHBWV	Demonstrated by on-time completion of deliverables, as demonstrated by report documenting deliverable dates and performance

**Table C-2: Expectations of Contractor Excellence.**

PERFORMANCE AREA	OBJECTIVE	COMMITMENT	MEASURE	EVIDENCE OF COMPLETION
Project Management	Maintain a project control system in accordance with the following requirements: DOE Order 413.3B, Program and Project Management for the Acquisition of Capital Assets, and the American National Standards Institute, Earned Value Management System Guidelines ANSI/EIA-748-B	Establish, maintain, and use a project control system that accurately reflects the project status relative to cost and schedule performance, and tracks changes to the baseline.	EVMS Certification, self-certification, or alternative project controls if necessary. Other measurement is the results of annual surveillances to verify system integrity.	EVMS Certification (as applicable) and annual surveillances.
	Cost Control	Control, adjust and accurately reflect project contract costs so the data is reliable and accurate.	Measure cost performance (overruns and underruns) for both the evaluation period as well as against a total estimated contract cost.	Performance will be reported in the Monthly Project Performance Report (Format 1).
		Provide value to the government by safely delivering on contract commitment at or below estimated costs.		Total Contract Value does not need or reflect the need to be increased due to cost overruns greater than \$50M
	Schedule Control	Control, adjust and accurately reflect project contract performance so the data is reliable and accurate.	Measure schedule performance using Schedule Performance Index (SPI), and other supplemental methods for both the evaluation period as well as against the contract period of performance.	Performance will be reported in the Monthly Project Performance Report (Format 1).
		Provide value to the government by safely delivering on contract commitment on or ahead of period of performance.		Performance Work Statement completed within the Target Completion Date plus an additional 3 months
Risk Management	Mitigate cost and schedule impacts by completing early confirmatory radiological survey; establishing work plans, safety documentation, and training that accommodate a reasonable variance in discovered conditions; and implementing an organizational approach that recognizes changed conditions and quickly implements workarounds and reprioritization of site-wide resources to ensure project delivery as promised.	Cost Performance Index (CPI) and Schedule Performance Index (SPI) and other supplemental methods.	Performance Indices and Estimate at Completion Formulas	
Safeguards and Security	Maintain a compliant Cyber Security Program	Maintain a compliant Cyber Security Program	Maintain complete and accurate status of POA&Ms in the Archer application	Performance will be tracked and reported in Archer.

**Table C-2: Expectations of Contractor Excellence.**

PERFORMANCE AREA	OBJECTIVE	COMMITMENT	MEASURE	EVIDENCE OF COMPLETION
			Mitigate critical and high vulnerabilities in accordance with timeframes prescribed by requirements (BOD-19-02, Vulnerability Remediation Requirements for Internet Accessible Systems) <b>or have an approved accepted risk. Funding must be available when additional requirements are added to the contract.</b>	Performance will be tracked and reported in the CAS report.
			No repeat findings or issues from prior year ISCM reports <b>or have an approved accepted risk or PO&amp;AM requires more than a year to complete.</b>	Performance will be tracked and reported in the CAS report.
		Control Cyber Security Events	<ol style="list-style-type: none"> <li>Less than or equal to ten (10) minor cyber security events.</li> <li>Less than or equal to two (2) mid-level cyber security events.</li> <li>No major cyber security events.</li> </ol> Complete at least two (2) cyber security exercises during the FY.	<ol style="list-style-type: none"> <li>Performance will be tracked and reported in the monthly CAS report.</li> <li>Performance will be tracked and reported in the monthly CAS report.</li> <li>Performance will be tracked and reported in the monthly CAS report.</li> <li>Provide documentation that cyber security exercises are completed during the FY.</li> </ol>
	Identify and mitigate security hazards to allow safe compliant work	Maintain Safeguards and Security Program that is in compliance with all regulatory requirements	Plan and conduct site wide exercises demonstrating mitigation of possible security hazards. These shall include the annual Validation Force on Force Exercise, the annual INTEX Exercise, and Limited Scope Performance Tests. The contractor will meet 90% of the objectives. .	An annual Force on Force Exercise and INTEX exercise will be conducted with DOE surveillance and an After-Action Report compiled, demonstrating 90% of the objectives have been met.
	Maintain Emergency Management Program*	Perform emergency management exercises	<ol style="list-style-type: none"> <li>Plan and conduct annual emergency site-wide exercise. Satisfactory grade is evidence of meeting this metric.</li> </ol> Complete 90% of drills and exercises listed on the ERAP.	Provide documentation of site exercise and drills listed on the ERAP.

**\*Evidence of Completion for these Objectives will be updated and reported in future Integrated Safety Management Systems (ISMS) Declaration (Contract Deliverable 204).**