ATTACHMENT J-4

NATIONAL NUCLEAR SECURITY ADMINISTRATION
NEVADA SITE OFFICE

National Nuclear Security Administration

DRAFT

PERFORMANCE-BASED

AWARD FEE PLAN

FOR

Environmental Characterization and Remediation Services

Solicitation No. DE-RP52-08NA28091

Contract No. DE-AC52-08NA_____

PART I OF II

EVALUATION PERIOD: OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009

PART I OF II

PERFORMANCE-BASE AWARD FEE PLAN

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AWARD FEE DETERMINATION PLAN (PLAN)

A. INTRODUCTION

1. This Plan (Also see Attachment A) covers the administration of the award fee provisions of contract number DE-AC52-08NA_____, effective October 1, 2008, with _____, hereafter referred to as the Contractor. The contract was awarded after completion of competition in accordance with the provisions of request for proposal number DE-RP52-08NA28091.

2. The following matters, among others, are covered in the contract:

   a. The Contractor is required to provide environmental characterization and remediation services on the Nevada Test Site (NTS) and the Tonopah Test Range (TTR) and other such related duties as may be directed by the Contracting Officer or the Contracting Officer's Representative.

   b. The award fee evaluation period is identified in Attachment C.

   c. The term of the contract is from October 1, 2008, through September 30, 2013, if all options are exercised.

   d. The estimated cost and award fee pool for each contract period is subject to the award fee evaluation as set forth in the contract.

   e. The estimated cost and award fee pool are subject to equitable adjustments on account of changes or other contract modifications.

   f. The award fee earned and payable will be determined annually by the Fee Determination Official (FDO) in accordance with this Plan. The FDO is the Deputy Assistant Manager for Environmental Management at the NNSA Nevada Site Office (NNSA/NSO).

   g. Award fee determinations are not subject to the Disputes clause of the contract.

   h. The contracting officer (CO) may unilaterally change the matters in this Plan, providing the Contractor receives notice of the changes at least 30 calendar days prior to the beginning of the evaluation period to which the changes apply.

3. The objective of the award fee provisions of the contract is to afford the Contractor an opportunity to earn increased fee commensurate with the achievement of optimum contract performance. Optimum performance is not necessarily equated with the highest level of performance achievable in all incentivized areas. Rather, it represents the most favorable degree of performance obtainable in light of the Contractor's most effective utilization of available resources. It is the expectation of the NNSA/NSO for the Contractor to perform at the highest levels of excellence; however, the standard

anticipated rating level of a competent contractor equates to a satisfactory performance level. In addition to providing special management emphasis to the objectives and criteria identified in this Plan, the Contractor is responsible for striving to attain the highest standards of excellence in executing its responsibilities under the contract as measured against performance standards consistent with Department of Energy (DOE) and NNSA directives, commercial nuclear industry standards, and/or NSA/NSO approved guidance documentation for ensuring the environmental services employed are commensurate with the environmental management policy in support of NNSA/NSO's mission. The Contractor is expected to have a strong self-assessment program to measure progress against a standard of excellence. The Contractor will receive favorable ratings for identifying problems to NNSA/NSO, and developing and implementing corrective actions. Conversely, the Contractor will receive less favorable ratings for failing to identify, report, and correct problem areas in a timely manner.

B. ORGANIZATIONAL STRUCTURE FOR AWARD FEE ADMINISTRATION. The following organizational structure is established for administering the award fee provisions of the Contract.

1. Fee Determination Official (FDO).

   a. The FDO is the Deputy Assistant Manager for Environmental Management (AMEM), NNSA/NSO.

   b. Primary FDO responsibilities are:

      (1) Determining the award fee earned and payable for each evaluation period as addressed in Section C.

      (2) Changing the matters covered in this Plan as addressed in Section D, as appropriate.

      (3) Appointing the Award Fee Board and Lead Evaluator.

2. Award Fee Board (AFB).

   a. Membership of the AFB shall consist of the Federal Project Director, Environmental Restoration Project, NNSA/NSO, who is the Lead Evaluator; the Group Leader, Program Support Group (PSG), NNSA Nevada Site Counsel, the NNSA/NSO Office of Site Counsel; the NNSA/NSO Contracting Officer, Assistant Manager for Business and Contract Management (AMBCM). Primary responsibilities of the AFB are:

      (1) Reviewing and coordinating on the Lead Evaluator report regarding Contractor performance.

(2) Considering proposed changes to this Plan and recommending those it considers appropriate to the FDO for incorporation into the Plan.

3. Lead Evaluator (LE).

a. The LE is responsible overall for the execution of this Plan and for completion of the Award Fee Board report in the format outlined in Attachment H that includes all minority opinions and reports.

b. The LE is responsible for complying with General Instructions outlined in Paragraph D of this section and ensuring Federal Sub-Project Director (FSPD) compliance as well. Responsibilities also include:

(1) Monitoring, evaluating, and assessing the Contractor's performance through daily interactions, Contractor self-assessments, and the Management Effectiveness Evaluation.

(2) Meeting with the Contractor during the 30 day period prior to the beginning of the evaluation period to discuss the Objectives, Criteria, and Assessment Factors.

(3) Meeting with the Contractor during each month of the evaluation period to discuss the Contractor's performance relative to the established Management Effectiveness categories and Performance Objectives.

(4) Recommending appropriate changes to this Plan to the FDO.

4. Federal Sub-Project Director

a. The FSPDs/Group Leader will evaluate the Contractor self-assessment reports and complete Management Effectiveness evaluations on the Contractor and submit their completed evaluations to the FPD.

b. FSPDs/Group Leader are responsible for complying with the General Instructions set forth in Paragraph D of this Plan. Primary responsibilities include:

(1) Monitoring, evaluating, and assessing the Contractor's performance through daily interactions, Contractor self-assessments, and completing their own Management Effectiveness evaluations.

(2) Meeting with the Contractor during the 30 day period prior to the beginning of the evaluation period to discuss the Objectives, Criteria, and Assessment Factors.

(3) Meeting with the Contractor during each month of the evaluation period to discuss the Contractor's performance relative to the established Performance Objectives and Criteria.

(4) Submission of an evaluation report to the LE at the end of each evaluation period for the performance area assigned. Each report to the LE shall include all minority opinions or reports.

(5) Recommending appropriate changes to this Plan to the LE.

C. **METHOD FOR DETERMINING AWARD FEE.** A determination of the award fee earned for each evaluation period is to be made by the FDO within 45 calendar days after the end of each period. The method to be followed in monitoring, evaluating, and assessing Contractor performance during the period, as well as for determining the award fee earned, is described below. Attachment B provides the Management Effectiveness Evaluation criteria and format. Attachment F summarizes the principal activities and schedules involved.

1. The LE shall evaluate the performance areas identified in this Plan based upon the Performance Objectives, Criteria, and Assessment Factors set forth therein.

2. The LE and FSPDsGroup Leader shall meet with the Contractor on a monthly basis to discuss the Contractor's performance.

3. Within 5 business days after the end of each evaluation period, the Contractor must provide a written self-assessment of performance during the period. The self-assessment shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. In other words, the self-assessment should clearly assess the Contractor's measured performance against the standard of excellence. The original copy of the self assessment will be provided electronically to the AMBCM Contracting Officer for distribution to the Lead Evaluator and project managers.

4. Within 15 calendar days after the end of the evaluation period, the FSPDs Group Leader and LE shall evaluate the Contractor's self-assessment and consider its realism in relation to the project manager's reports and other areas of interaction with the Contractor during the evaluation period. Differences between the Contractor's assessment and the project manager's Management Effectiveness Evaluation should be analyzed and discussed in Section C, Discussion, of the AFB Report format shown in Attachment H. The thoroughness and candor of the report will be considered by the AFB, and the FDO as an indicator of the degree to which the Contractor seeks out problems and solutions and as an indicator of the Contractor's understanding of Site issues.

5. Within 20 calendar days after the end of each evaluation period, the LE will prepare the Management Effectiveness Report for review by the AFB. If necessary, the LE and

FSPDs/Group Leader will meet with the Contractor to discuss findings and positions within 25 calendar days after the end of the evaluation period.

6. Within 30 calendar days after the end of each evaluation period, the LE will review and coordinate on this report with the AFB members prior to submission to the FDO. The Report will include a recommended award fee with an executive summary, supporting documentation, and all minority opinions or reports.

7. Within 35 calendar days after the end of the evaluation period, the AFB, and other personnel, if appropriate meets, reviews, and coordinates any changes or comments with the LE. If requested by the Contractor, or if the FDO considers it appropriate, the FDO will meet with the Contractor for discussions. If requested by the FDO, the AFB and any other personnel involved in performance evaluation may be required to attend the meeting with the Contractor.

8. Within 40 calendar days after the end of the evaluation period, the LE submits the final AFB Report to the FDO with recommendations. The FDO will determine the amount of award fee earned during the period. The amount of fee determined is not required to be calculated solely from mathematical summing, averaging, or the application of a formula. The FDO may rely upon the information provided by the LE and the AFB as well as other reports including the Contractor's self assessment, or supplement this information with personal knowledge (or any other factors and information deemed appropriate) in determining the award fee earned.

9. Within 45 calendar days after the end of the evaluation period, the FDO's determination of the amount of award fee earned will be provided in an Award Fee Determination Statement letter to the Contractor that is coordinated by the LE through the AMBCM contracting officer.

D. GENERAL INSTRUCTIONS FOR THE LEAD EVALUATOR (LE) AND FEDERAL SUB-PROJECT DIRECTORS/GROUP LEADER

1. Monitoring and Assessing Performance

The basic concept of cost-plus award fee contracting is that Contractors are encouraged to work effectively to meet objectives, to control costs, and to improve the timeliness and quality of performance. In establishing the amount of the award fee to be paid the Contractor through periodic evaluations, NNSA/NSO will, in essence, determine the degree to which the Contractor has met these goals. The evaluation process consists of (1) formal semi-annual reviews of the Contractor's self-assessment and Management Effectiveness Evaluations performance by the FSPDs/Group Leader and Lead Evaluator; (2) semi-annual reviews of the AFB Report and recommendations of earned fee by the AFB; and (3) final award fee determination by the FDO.

The evaluation process initiates with the FSPDs/Group Leader and the LE. They are responsible for monitoring, reviewing, and evaluating the Contractor's performance

against established criteria, including adherence to generally accepted standards of practice and standard operating procedures, and translating these evaluations into reports for the AFB by the LE. The FSPDs/Group Leader and LE will also utilize all available performance information (e.g., audits, appraisals, task force reports, etc.) as sources of input for their reports. They shall evaluate the Contractor's self-assessment and consider its realism in relation to the Contractor's performance during the evaluation period. Differences between the Contractor's assessment and the FSPD's/Group Leader Management Effectiveness Evaluation should be analyzed and discussed. The thoroughness and candor of the report will be considered by the AFB and the FDO as an indicator of the degree to which the Contractor seeks out problems and solutions, and as an indicator of the Contractor's understanding of the issues. The evaluation will also appraise a combination of the Contractor's diligence in developing written procedures for all aspects of the Contractor's operation and the degree of adherence to these procedures by the Contractor's employees.

The LE, FSPDs/Group Leader, and the Contractor senior management will meet during the first week following the end of the performance period to review the evaluation of performance in Management Effectiveness.

The AFB shall meet at the conclusion of each semi-annual evaluation period to consider the LE Report and make any comments or changes they deem appropriate, and recommend the award fee amount to the FDO. The FDO will review the AFB's recommendations and supporting information and determine the amount of award fee earned by the Contractor. The amount of award fee earned is determined unilaterally by the FDO.

The FDO may agree with the AFB's recommendation or change the recommended fee as deemed appropriate. The determination for the period is to be made within 45 calendar days after the end of each evaluation period. The Contractor will be notified promptly of the FDO's decision. The FDO's determination as to the amount of award fee earned is binding on both parties and shall not be subject to appeal under the "Disputes" clause or any other appeal clause, however, the Contractor may request a reconsideration by the FDO of the amount of award fee earned. Any action in response to the request for reconsideration is solely at the discretion of the FDO. In reviewing requests for reconsideration, emphasis shall be placed on the Contractor's candor and accuracy. The LE will formally notify the NNSA/NSO Contracting Officer of the results of the evaluation and the amount of award fee to be earned or forfeited. The Contracting Officer will notify the Contractor in writing of the FDO determination within 45 calendar days of the end of the performance period. The subsequent Contractor billing will reflect the award fee that was earned.

One area of prime consideration in the evaluation process is that the Contractor must be evaluated on the basis of those factors which are under its control. For example, the Contractor should not be penalized for failure to meet an objective if all Contractor management options have been exercised (e.g., rescheduling other activities, delaying some activities, providing additional resources, etc.) documented and additional requisite

resources are not made available to the Contractor by NNSA/NSO. It is the FSPD's/Group Leader responsibility to use factors which the Contractor can control to some degree and to measure the Contractor's performance accordingly. Also, emphasis should be placed on the level of performance achieved during the period, measured against performance standards consistent with best available practices and procedures, rather than on program status. In some instances, Contractor performance may be measured in terms of its rate of improvement recognizing that optimum performance may require several performance evaluation periods to achieve.

2. Documenting Evaluation/Assessment

   a. Formal award fee feedback shall be provided by the Contracting Officer to the Contractor in the Award Fee Determination Statement.

   b. Copies of all official documentation of evaluations and assessments shall be attached to the AFB Report as back-up information. This will permit the LE to maintain a complete history of the Contractor's performance during the evaluation period.

   c. All award fee documentation, self-assessments, the Management Effectiveness Evaluations, and the AFB Report, shall be stamped or marked "PREDECISIONAL–FOR OFFICIAL USE ONLY." The Award Fee Determination Statement provided to the Contractor, however, is considered a public document and is releasable to the general public.

E. CHANGES IN PLAN COVERAGE

1. Right to Make Unilateral Changes. Any matters covered in this Plan may be changed unilaterally by the Contracting Officer at least 30 calendar days prior to the beginning of an evaluation period by written notification to the Contractor.

2. Bilateral Changes. All changes to the performance objectives and measures contained in this Plan that are made within 30 days of the beginning or during an evaluation period shall be accomplished through a properly executed bilateral contract modification. The LE will notify the AMBCM contracting officer of any contemplated changes to this Plan.

3. Attachment G contains a summary of the principal actions and schedules involved.

ATTACHMENT A

PERFORMANCE-BASED AWARD FEE PLAN

In accordance with contract clause H002, Performance-Based Fee Plan, Total Available Award/Incentive Fee, the Contractor's performance will be evaluated annually on the schedule set forth in Attachment C. This Performance Based Award Fee Plan (Plan) describes the performance based criteria established by the National Nuclear Security Administration, Nevada Site Office (NNSA/NSO), in consultation with the Contractor, for the performance period from October 1, 2008, through September 30, 2009.

The contract specifies that 40 percent of the performance fee estimated for the Contractor's authorized statement of work may be earned or forfeited on the basis of performance. Based on Clause H002, Performance-Based Fee Plan, the award fee associated with the planned level of effort is $_____.

This Plan describes the work to be incentivized and the mechanism for evaluating whether or not incentives are earned. The contractor is encouraged to incentivize employees to perform at a higher than expected level through the sharing of some portion of the award fee earned during each period.

The objectives of the performance-based fee provisions of the contract are:

- to provide NNSA/NSO with the mechanism to focus the Contractor on the achievement of their highest priority goals in addition to other work for the performance period, and
- to afford CONTRACTOR an opportunity to earn fee commensurate with their achievement of these specific criteria and NNSA/NSO goals.

Forty (40) percent of the performance-based award fee will be awarded based on performance in accordance with performance categories set forth in Attachment B. An evaluation sheet has been developed for each management effectiveness category.

Performance metrics were assigned to management categories considering the following:

- Importance to NNSA/NSO's Environmental Restoration mission, the state of Nevada, and NNSA Headquarters.
- Complexity of contractor scope (including the complexity of subcontractor participation).
- The level of contractor professional and managerial skill necessary to achieve the specified metrics.

ATTACHMENT B

MANAGEMENT EFFECTIVENESS PERFORMANCE CATEGORY

Award Fee: $_____

Purpose: To provide AMEM with a method to evaluate overall Contractor performance.

Metric: Performance in six categories will be assessed by AMEM. The evaluation categories, performance criteria, and allocation of award fee are subject to review.

A. Performance categories.

1. Responsiveness and Teamwork
2. Management Commitment
3. Cost Control
4. Planning, Organization, and Communications
5. Quality and Timeliness of Products and Services
6. Health and Safety

The allocation of award fee for these six performance categories follows:

1. 75% of the total award fee is allocated to categories 1 through 5.
2. 25% of the total award fee is allocated to Category 6, Health and Safety. (Performance in any category can cause the amount of award fee to be partially or totally reduced in any or all other categories.)

B. Performance Evaluation.

The FSPDs/Group Leader will evaluate the Contractor performance on their specific project areas using the scoring guide on the Management Effectiveness scorecard. The FSPDs/Group Leader will discuss the evaluations with their counterparts and then submit their evaluation to the LE. The LE will evaluate the Contractor's overall performance, taking into consideration the evaluation of each project and his or her own personal knowledge of their overall performance. The LE's evaluation will be coordinated with the AFB, the FDO, and then sent to the Contracting Officer for notification to the Contractor of the award fee.

C. Detailed Performance Criteria and Weighting for each Category.

The criteria which will be used to determine performance are listed on the attached pages entitled "Management Effectiveness Evaluation". The Contractor's performance will be evaluated and scored in accordance with Attachment D, Grading Table, as specified for each category.

MANAGEMENT EFFECTIVENESS EVALUATION
CONTRACTOR Performance October 1, 2008 through September 30, 2009

Instructions: Evaluate Contractor's performance in each category and score in accordance with Attachment D, Grading Table, Categories 1-5. Categories and performance objectives are scored numerically.

Category 1. Responsiveness & Teamwork

NNSA priority requests responded to promptly

NNSA needs and/or Project needs anticipated and acted upon.

Mutual respect/pride in accomplishment.

Open and honest communication.

Trust and cooperation within team.

Most people are contributing team members.

Category 2. Management Commitment

Problem areas resolved to NNSA's satisfaction in a timely fashion.

Appropriate senior management attention and review devoted to the project.

Key positions filled with strong performers.

Positions consistently filled in a timely manner.

Most areas adequately staffed.

Category 3. Cost Control

Actual cost expenditures compare favorably to planned expenditures.

Cost data presented on schedule and reliable.

Cost estimates done in time to support the project decision-making process.

Job hours spent judiciously and according to plan.

Appropriate cost control procedures followed.

Active pursuit of productivity initiatives.

Category 4. Planning, Organization, and Communications

Participates as a partner with NNSA in the planning process.

Project schedules developed and maintained in a timely manner

Alternatives, options, and basic planning are anticipated and scheduled well in

Communications are effective at all levels.

Project is effectively organized and the organization is communicated to all project

Category 5. Quality & Timeliness of Products and Services

Products and services are of high technical quality.

Products and services are of high visual and aesthetic quality.

Products and services are appropriately targeted for the intended audience.

Analyses are accurate and effectively communicated and/or presented.

Products and services are provided on schedule.

_____ Entire scope of work is addressed satisfactorily.

MANAGEMENT EFFECTIVENESS EVALUATION
CONTRACTOR Performance October 1, 2008 through September 30, 2009

Instructions: Evaluate Contractor's performance in Health & Safety and score in accordance with Attachment D, Health & Safety Grading Table. Categories and performance objectives are scored numerically.

_____ **Category 6. Health and Safety (H&S)**

_____ Compliance with Integrated Safety Management.

_____ H&S issues/concerns identified, reported and addressed promptly.

_____ Compliance with Price Anderson Amendments Act (PAAA).

General Comments

Note:

- Significant Achievements Required for Outstanding Rating
- Significant Deficiencies Required for Marginal or Unsatisfactory Ratings

_____
Name and Title of Evaluator

ATTACHMENT C
AWARD FEE EVALUATION PERIODS

Base Period	Period Covered
Contract Year 1	October 1, 2008 – September 30, 2009
Contract Year 2	October 1, 2009 – September 30, 2010.
Option 1	October 1, 2010 – September 30, 2011
Option 2	October 1, 2011 – September 30, 2012
Option 3	October 1, 2012 – September 30, 2013

ATTACHMENT D
GRADING TABLE

Adjective Grade	Performance Description For Categories 1 through 5	Range of Performance Points
Outstanding	Performance substantially exceeds expected levels of performance. Several significant or notable achievements exist. No notable deficiencies in performance.	90-100
Good	Performance exceeds expected levels and some notable achievements exist. Although some notable deficiencies may exist, no significant deficiencies exist.	81-89
Satisfactory	Performance meets expected levels. Minimum standards are exceeded, and "good practices" are evident in contract operations. Notable achievements or notable deficiencies may or may not exist.	75–80
Marginal	Performance is less than expected. No notable achievements exist; however, some notable deficiencies exist, OR any notable achievements which exist are more than offset by significant or notable deficiencies.	70–74
Unsatisfactory	Performance is below minimum acceptable levels. Significant deficiencies causing severe impacts on mission capabilities exist. Performance at this level in any area mentioned in the Award Fee Determination Plan may result in a decision by the Award Fee Determination Official to withhold all award fee for the period.	69 and Below

See Definitions and Note on the following page and the Award Fee Conversion Chart in Attachment E.

ATTACHMENT D - CONT'D

GRADING TABLE

Adjective Grade	Performance Description Category 6, Health & Safety	Range of Performance Points
Outstanding	Performance substantially exceeds expected levels of performance. Several significant or notable achievements exist. No notable deficiencies in performance. (0 instances of non-compliance)	95-100
Good	Performance exceeds expected levels and some notable achievements exist. Although some notable deficiencies may exist, no significant deficiencies exist. (1 to 5 instances of non-compliance)	85-94
Satisfactory	Performance meets expected levels. Minimum standards are exceeded, and "good practices" are evident in contract operations. Notable achievements or notable deficiencies may or may not exist. (6 to10 instances of non-compliance)	75–84
Marginal	Performance is less than expected. No notable achievements exist; however, some notable deficiencies exist, OR any notable achievements which exist are more than offset by significant or notable deficiencies. (11 to 15 instances of non-compliance)	70–74
Unsatisfactory	Performance is below minimum acceptable levels. Significant deficiencies causing severe impacts on mission capabilities exist. Performance at this level in any area mentioned in the Award Fee Determination Plan may result in a decision by the Award Fee Determination Official to withhold all award fee for the period.	69 and Below

ATTACHMENT D - CONT'D

DEFINITIONS

Significant. This term indicates a major event or sustained level of performance which, due to its importance has a substantial impact on the Contractor's ability to carry out its mission.

Notable. This term indicates an event or sustained level of performance which is of lesser importance than a "significant" event but nonetheless deserves recognition.

Non-compliance. The contractor will execute field work or field operations in compliance with company documents, procedures, work plans, and NNSA/NSO and NDEP approved plans. Noncompliance will be identified in contractor or NNSA/NSO oversight activities, ORPS reports or any documented report of procedural violations. NNSA/NSO will perform an analysis of any instances of procedural violations. If in NNSA/NSO's management judgment incidents are minor, they may agree that they not be counted for fee purposes. In the event it is determined that the contractor did not openly report procedure violations, accidents, near misses, employee injuries, etc., the entire fee will be lost. NNSA/NSO expectation is the contractor will self disclose all occurrences, accidents, procedure violations, etc.

NOTE

Management judgment is essential in applying these definitions to determine the quality of achievements/deficiencies and whether achievements offset deficiencies or vice versa.

NNSA/NSO expects the Contractor to perform at the highest levels of excellence; however, the standard anticipated rating of a qualified, competent, and successful Contractor corresponds to a Satisfactory numerical rating of 80 points. Performance ratings above the standard level will reflect the extent to which the Contractor, on its own initiative, is actively involved in performance improvement activities and the extent to which these actions contribute to more efficient, effective and economical operations.

NNSA/NSO expects the Contractor to exercise due diligence in the conduct of all Contract activities. It is expected that management systems will be in place and enforced to ensure that effective procedures are developed and implemented. The Contractor's failure to oversee, through acts of commission or omission, the conduct of its operations and all of its employees, which potentially or actually causes property damage; losses; endangers the safety, health, or environment; or compromises the ability of the NNSA/NSO to carry out its mission, will be weighed heavily in the performance ratings. By the same standard, the performance ratings will not be adversely affected if the Contractor raises safety issues to the appropriate NNSA/NSO AMEM Official, Contracting Officer Representative, Federal Project Director, or designee for resolution. Furthermore, the performance ratings will not be adversely affected if the Contractor stops an activity which is deemed unsafe even though the Contractor's action may appear to be contrary to NNSA/NSO direction.

While it is recognized that the basis for determination of the award fee shall be the evaluation by the Government, in accordance with the Award Fee Determination Plan, the Fee Determination Official (FDO) may also consider any information available which relates to the Contractor's performance of contract requirements. Although the performance categories are divided into separate and distinct areas, in the event the Contractor's performance is considered unacceptable in any aspect of performance identified, or not specifically identified, in this Plan, the FDO may, at his/her discretion, determine the performance within a specific area, or in general, to be unacceptable and withhold a portion or the entire amount of award fee deemed appropriate. The FDO may also determine that performance within a specific area, or in general, exceeds expectations and appropriately approve a higher award fee for the evaluation period than the amount proposed by the Award Fee Board.

ATTACHMENT E

AWARD FEE CONVERSION CHART

The following chart converts performance points into percentage of available award fee.

Performance Points	Percentage of Available Award Fee
98 and Above	100.0
97	99.0
96	98.0
95	97.0
94	96.0
93	94.0
92	92.0
91	90.0
90	89.0
89	87.0
88	85.0
87	83.0
86	81.0
85	70.0
84	65.0
83	60.0
82	55.0
81	52.0
80	50.0
79	40.0
78	35.0
77	30.0
76	25.0
75	20.0
74	15.0
73	13.0
72	11.0
71	9.0
70	7.0
Below 69	0.0

ATTACHMENT F

ACTIONS AND SCHEDULES FOR AWARD FEE DETERMINATIONS

The following is a summary of the principal actions in the award fee for each evaluation period.

	Action	Schedule
1.	Fee Determination Official (FDO) provides Award Fee Determination Plan with Award Fee allocation to the Contractor.	Minimum of 30 days prior to start of the performance evaluation period.
2.	The FSPDs/Group Leader and LE meet with Contractor to discuss Objectives, Criteria and Performance Indicators.	During the 30 days prior to the beginning of the evaluation period.
3.	FSPDs/Group Leader monitor and evaluate Contractor performance.	Ongoing after start of period.
4.	The FSPDs/Group Leader assesses performance and discusses with Contractor.	Ongoing after start of period. Formal counterpart meetings are held with the Contractor monthly.
5.	Contractor submits self-assessment report electronically to the LE, the FSPDs/Group Leader, and the Contracting Officert.	Within 5 business days after the end of the evaluation period.
6.	FSPDs/Group Leader and LE review Contractor self-assessment in conjunction with completion of Management Effectiveness Evaluations.	Within 15 calendar days after the end of the evaluation period.
7.	LE compiles AFB Report for review and coordination of AFB members.	Within 20 calendar days after the end of the evaluation period.
8.	LE and FSPDs/Group Leader meet with Contractor to discuss findings and positions, if necessary.	Within 25 calendar days after the end of the evaluation period.
9.	LE coordinates the AFB Report with AFB members.	Within 30 calendar days after the end of the evaluation period.
10.	AFB meets, reviews, and coordinates any changes or comments with LE.	Within 35 calendar days after the end of the evaluation period.
11.	LE submits final AFB Report to the FDO with recommendations.	Within 40 calendar days after the end of the evaluation period.
12.	FDO sends Award Fee Determination Statement to Contractor.	Within 45 calendar days after the end of the evaluation period.

ATTACHMENT G

ACTIONS AND SCHEDULES FOR CHANGING PLAN COVERAGE

The following is a summary of the principal actions involved in changing Plan coverage prior to the beginning of an evaluation period.

	Action	Schedule (Calendar days)
1.	The FSPDs/Group Leader submit proposed changes to the LE.	Ninety days prior to the beginning of any evaluation period.
2.	The LE considers proposals and drafts changes, as appropriate.	Ongoing.
3.	The LE coordinates proposed changes with the Contractor.	Ongoing.
4.	The LE submits recommended changes to the Contracting Officer.	Sixty days prior to the beginning of any evaluation period.
5.	The Contracting Officer notifies the Contractor of changes or that there are no changes.	Thirty days prior to the beginning of any evaluation period.

ATTACHMENT H

AWARD FEE BOARD REPORT FORMAT

A. EXECUTIVE SUMMARY. The Executive Summary shall provide an overall summary of the Contractor's performance during the rating period and shall provide both an adjectival and numerical performance rating. Any minority opinions or reports shall be identified.

B. ACHIEVEMENTS/DEFICIENCIES. This section of the report contains a listing of the Contractor's significant and notable achievements and performance deficiencies during the period. It shall be presented in the following format:

- SIGNIFICANT AND NOTABLE ACHIEVEMENTS (If any). List by Performance Category.

- SIGNIFICANT AND NOTABLE DEFICIENCIES (If any). List by Performance Category

C. DISCUSSION

1. Part A of this section shall provide a discussion of the Contractor's performance within each Performance Area indicating each Achievement and Deficiency in detail. It shall provide the AFB's rationale if the AFB's rating is different than the rating recommended by the LE. This section shall also include any additional information considered by the Board in reaching its rating for the overall performance rating.

2. Part B of this section shall evaluate the Contractor's self-evaluation and consider its realism in relation to the AFB Report. Differences between the Contractor's evaluation and the AFB Report should be analyzed and discussed in this section.

3. Part C of this section shall discuss any minority opinions and/or include any minority reports.

GLOSSARY

ACHIEVEMENT/DEFICIENCY. A sustained level of performance, major event, or trend, which is exceptionally good or poor and requires the Fee Determination Official's (FDO) attention for fee determination purposes.

AWARD FEE BOARD (AFB). Membership consists of the individuals designated to review the Lead Evaluator's report and make recommendations to the FDO.

AWARD FEE BOARD (AFB) REPORT. A report to the FDO covering the Award Fee Board's findings regarding the Contractor's overall performance during an evaluation period. The report contains a recommendation to the FDO of the fee earned for the evaluation period.

GOOD PRACTICES. Activities that are consistent with commercial nuclear industry standards, generally accepted business practices, the DOE and NNSA Directives, and/or NNSA/NSO Directive Implementation Instructions, and Federal regulations and requirements.

FEE DETERMINATION OFFICIAL. The FDO is the Deputy Assistant Manager for Environmental Management who is responsible overall for award fee determination.

LEAD EVALUATOR (LE). The Federal Project Director, Environmental Restoration Project who is responsible overall for the management, oversight, and evaluation of the contractor.

NOTABLE. This term indicates an event or sustained level of performance which is of lesser importance than a "significant" event, but nonetheless deserves positive or negative recognition.

NON-COMPLIANCE. The contractor will execute field work or field operations in compliance with company documents, procedures, work plans, and NNSA/NSO and NDEP approved plans. Noncompliance will be identified in contractor or NNSA/NSO oversight activities, ORPS reports or any documented report of procedural violations. NNSA/NSO will perform an analysis of any instances of procedural violations. If in NNSA/NSO's management judgment incidents are minor, they may agree that they not be counted for fee purposes. In the event it is determined that the contractor did not openly report procedure violations, accidents, near misses, employee injuries, etc., the entire fee will be lost. NNSA/NSO expectation is the contractor will self-disclose all occurrences, accidents, procedure violations, etc.

PERFORMANCE CATEGORY. Management effectiveness categories which depict overall contractor performance that will be evaluated for award fee determination purposes.

PERFORMANCE OBJECTIVE. A very broad category of performance areas evaluated under a Performance Category. Performance objectives may encompass the performance of a partial or a total function or program.

PROJECT MANAGER (PM). An NNSA/NSO federal employee assigned to a specified area of responsibility in the statement of work who performs management, oversight, and evaluation of the contractor performance.

SIGNIFICANT. This term indicates a major event or sustained level of performance which, due to its importance, has a substantially positive or negative impact on the Contractor's ability to carry out its mission.

NATIONAL NUCLEAR SECURITY ADMINISTRATION
NEVADA SITE OFFICE

DRAFT

PERFORMANCE INCENTIVE FEE PLAN

FOR

Environmental Characterization and Remediation Services

Solicitation No. DE-RP52-08NA28091

Contract No. DE-AC52-08NA_____

PART II OF II

EVALUATION PERIOD: OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009

PREFACE

MILESTONE INCENTIVE

This document comprises Part II of the Performance-Based Fee Plan for contract number DE-AC52-08NA_____. Part II identifies the discrete milestone deliverables that are due to the Government during the incentive fee determination period. It identifies the amount of fee due for each milestone and the requirements for each that will enable the contractor to attain one hundred (100) percent of the fee as well the reasons for the determination of reduced fee.

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PERFORMANCE INCENTIVE FEE AREA

A.	PERFORMANCE AREA	WEIGHT
	INCENTIVE MILESTONES	100%
	TOTAL	100%

LEAD EVALUATOR AND PROJECT MANAGERS

B. INCENTIVE FEE PLAN EVALUATORS

Lead Evaluator (LE):

Federal Project Director, Environmental Restoration Project or Designee

Federal Sub-Project Director's (FSPDs)/Group Leader:

Selected by the Federal Project Director ERP

Alternates:

Alternates shall be designated acting personnel in absence of the FSPDs/Group Leader.

C. PERFORMANCE INCENTIVE AREA

The Performance Incentive Fee Milestones are the areas of the Contractor's performance to be evaluated during the evaluation period covered by this Plan. The Contractor is expected to fully perform all requirements of the Contract.

1. Inherent in each of the milestones is the adherence of the Contractor to the Mission, Vision, and Principles of the NNSA Nevada Site Office (NNSA/NSO). (See the NSO Strategic Plan)

2. Performance Incentive Fee Plan (Attachment 1)

3. Performance Incentive Plan Milestone Table and Scorecards (Attachment 2)

4. Performance Incentive Validation Form (Attachment 3)

ATTACHMENT 1

PERFORMANCE INCENTIVE FEE PLAN

In accordance with contract Clause H002, Performance Fee Plan, Total Available Award/ Incentive Fee, the Contracting Officer will, in consultation with the Contractor, establish performance incentives. This Performance Incentive Fee Plan (Plan) describes the performance incentives established by the National Nuclear Security Administration, Nevada Site Office (NNSA/NSO), in consultation with the Contractor, for the performance period from October 1, 2008, through September 30, 2009.

The contract specifies the Sixty (60) percent of the performance fee estimated for the Contractor's authorized scope of work may be earned or forfeited on the basis of performance. Based on Clause H002, Performance-Based Fee Plan, Total Available Award/Incentive Fee, the incentive fee associated with the planned level of effort is $_____ plus $_____ carryover from FY 09 for Industrial Sites Milestone #16).

This plan describes the work to be incentivized and the mechanism for evaluating whether or not incentives are earned. The Contractor is encouraged to incentivize employees to perform at a higher than expected level through the sharing of some portion of the incentive fee earned.

The objectives of the performance-based incentive fee provisions of the contract are:

- to provide NNSA/NSO with the mechanism to focus the Contractor on the achievement of their highest priority goals in addition to other work scope for the performance period, and
- to afford Contractor an opportunity to earn incentive fee commensurate with their achievement of these specific NNSA/NSO goals.

Sixty (60) percent of the performance incentive fee will be awarded based on accomplishment of discrete milestones. A "scorecard" has been developed for each project that lists the milestones, performance measures, performance metrics, and performance fee for each.

Performance metrics were assigned to discrete milestones projects considering the following:

- Importance to NNSA/NSO's Environmental Restoration mission, the state of Nevada, and NNSA Headquarters.
- Complexity of contractor scope (including the complexity of subcontractor participation).
- The level of contractor professional and managerial skill necessary to achieve the specified metrics.

DETERMINATION OF PERFORMANCE-BASED FEE ACHIEVED

The Contractor will provide advanced notification of completion of all milestones. The Contractor cover letter transmitting each of the discrete incentive milestone documents to NNSA/NSO will clearly state that the transmittal constitutes completion of an incentive milestone and the date of completion. The NNSA/NSO FSPD/Group Leader specified on each of the project scorecards will be responsible for verifying and documenting each discrete milestone to include evaluating the quality and timeliness of the deliverable, the effectiveness of the planning, organization, and communications involved in completing the milestone, and the effectiveness of cost controls applied to the effort by the Contractor on the Performance Incentive Validation Form. The NNSA/NSO FSPD/Group Leader will confer with the LE and obtain the concurrence of the Contracting Officer. The FSPDs/ Group Leader specified on the project scorecards will be responsible (with concurrence of the LE) for documenting on the scorecard whether the performance measurement criteria have been achieved and therefore whether a performance-based fee shall be earned or forfeited.

CHANGES IN PLAN COVERAGE

Right to Make Unilateral Changes. Any matters covered in this Plan may be changed unilaterally by the Contracting Officer at least 30 calendar days prior to the beginning of an evaluation period by written notification to the Contractor.

Method for Changing Plan Coverage. The method to be followed for changing the incentive fee portion of this Plan is described below.

EFFECT OF CHANGE CONTROL

When it is determined that there has been significant change to the scope, schedule, or cost of completing discreet milestones, a request for change to the Task Plan (TP) is made to the NNSA/NSO EM Change Control Board following formal change control procedures as identified in NSO M 410.X-1B, Task Plan and Change Control Process. If the change is approved, the TP is modified to reflect the change and the corresponding incentive milestone will be revised on the scorecard. In the event a milestone is deleted, NNSA/NSO and the Contractor will negotiate in good faith to identify an alternative equitable allocation of performance-based fee. Such alternatives may include, but are not limited to:

1. Identification of different milestones against which the performance-based fee will be allocated.

2. Determining that the milestone and/or performance measure will be closed out with an assessment and determination made on the amount of fee the Contractor is entitled to for progress towards meeting the milestone; or

3. Any combination of 1 and 2

PERFORMANCE-BASED FEE PLAN

This plan is implemented in accordance with Contract Clause H002, Performance-Based Fee Plan, Total Available Award/Performance Incentive Fee.

ATTACHMENT 2

PERFORMANCE INCENTIVE PLAN SCORECARDS AND MILESTONE TABLE

Performance Based Fee Rating Criteria

FY 2008

PM Description: **Program Integration**

Performance Measure #: **1**

NNSA Group Leader:

Contractor PM:

Performance Measure Criteria	Performance Metric (Value)	Criteria Allocated Fee ($)
Milestone #1:		
Milestone #3		
Milestone #4:		
Comments/Notes:	Total	

Key Metrics: **(Negotiated after contract award)**

Milestone #1
The successful completion of this milestone will include the following:

Milestone #2
The successful completion of this milestone will include the following:

Performance Based Fee Rating Criteria

FY 2008

PM Description: **Program Integration**

Performance Measure #: **1**

NNSA Group Leader:

Contractor PM:

Key Metrics (Continued):
Milestone #2 (continued):

***Milestone #3*(Negotiated after contract award)**

The successful completion of this milestone will include the following:

Milestone #4 **(Negotiated after contract award)**

The successful completion of this milestone will include the following:

Reviewed by:	NNSA			Contractor	
Recommended by:	NNSA			Contractor	
Approved by:	NNSA			Contractor	
		Contracting Officer	Date	Program Manager: (name)	Date

Performance Based Fee Rating Criteria (Negotiated after contract award)

FY 2008

PM Description: **Industrial Sites** Performance Measure #: **2**

NNSA FSPD: Contractor PM:

Performance Measure Criteria	Performance Metric (Value)	Criteria Allocated Fee ($)
Milestone 1:		
Milestone 2:		
Milestone 3:		
Milestone 4:		
Milestone 5:		
Milestone 6:		
Milestone 7:		
Milestone 8:		
Milestone 9:		
Milestone 10:		
Milestone 11:		
Milestone 12:		
Milestone 13:		
Milestone 14:		
Milestone 15:		
Milestone 16:		
Milestone 17:		
Comments/Notes:	Total $	

Performance Based Fee Rating Criteria

FY 2008

PM Description: **Industrial Sites** Performance Measure #: **2**

NNSA FSPD: _____ Contractor PM: _____

Key Metrics: **(Negotiated after contract award)**

All Milestones: All work is to be completed within scope, schedule and cost as identified in the NNSA/NSO approved Work Assignment Plans.

Available fee to be paid (on all milestones) based on the following criteria:

100% of the fee if delivered/completed by or on the milestone date

90% of the fee if delivered/completed by 5 working days after the milestone date

80% of the fee if delivered/completed by 10 working days after the milestone date

No fee will be available for the milestone if missed by more than 10 working days.

Reviewed by:	NNSA	_____	_____	Contractor	_____	_____
Recommended by:	NNSA	_____	_____	Contractor	_____	_____
Approved by:	NNSA	_____ Contracting Officer	_____ Date	Contractor	_____ Contractor Program Manager	_____ Date

Performance Based Fee Rating Criteria (Negotiated after contract award)

FY 2008

PM Description: **Underground Test Area (UGTA)** Performance Measure #: **3**

NNSA FSPD: _____ Contractor PM: _____

Performance Measure Criteria	Performance Metric (Value)	Criteria Allocated Fee ($)
Milestone 1:		
Milestone 2:		
Milestone 3:		
Milestone 4:		
Milestone 5:		
Milestone 6:		
Milestone 7:		
Milestone 8:		
Comments/Notes:	Total $	

Performance Based Fee Rating Criteria

FY 2008

PM Description: **Underground Test Area** Performance Measure #: **3**

NNSA FSPD: _____ Contractor PM: _____

Key Metrics:

All Milestones: All work is to be completed within scope, schedule and cost as described below. At the completion of each milestone the total earned performance incentive fee will be determined by the combined CPI and SPI specific to each milestone and/or objective as identified in the Performance Measure Criteria.

Specific Milestone Expectations:

Fee Schedule

Available fee to be paid based on the lower of the two following criteria:

Within Cost Execution (all milestones)

100%

95%
80%
40%

Within Schedule Execution (for all milestones)

100%
40%
0%

Reviewed by:	NNSA			Contractor	
Recommended by:	NNSA			Contractor	
Approved by:	NNSA			Contractor	
		Contracting Officer	Date	Program Manager, (name)	Date

Performance Based Fee Rating Criteria (Negotiated after contract award)

FY 2008

PM Description: **Soils**

Performance Measure #: **4**

NNSA FSPD:

Contractor PM:

Performance Measure Criteria	Performance Metric (Value)	Criteria Allocated Fee ($)
Milestone #1:		
Milestone #2:		
Comments/Notes:	Total	

Key Metrics:

Milestone 1:

Milestone 2:

Reviewed by: NNSA _____ _____ Contractor _____ _____

Recommended by: NNSA _____ _____ Contractor _____ _____

Approved by: NNSA _____ _____ Contractor _____ _____

Contracting Officer | Date | Program Manager, (Name) | Date

Performance Based Fee Rating Criteria (Negotiated after contract award)

FY 2008

PM Description: **DTRA** Performance Measure #: **5**

NNSA Manager: _____ Contractor PM: _____

Performance Measure Criteria	Performance Metric (Value)	Criteria Allocated Fee ($)
Milestone #1:		
Comments/Notes:	Total $	

Key Metrics:

Milestone is considered complete when t_____.

Available fee to be paid (on all milestones) based on the following criteria:

100% of the fee if delivered/completed by or on the milestone date

90% of the fee if delivered/completed by 5 working days after the milestone date

80% of the fee if delivered/completed by 10 working days after the milestone date

No fee will be available for the milestone if missed by more than 10 days.

Reviewed by: DTRA _____ _____ Contractor _____ _____

Recommended by: NNSA _____ _____ Contractor _____ _____

Approved by: NNSA _____ _____ Contractor _____ _____

Contracting Officer Date Program Manager, (name) Date

Performance Based Fee Rating Criteria (Negotiated after contract award)

FY 2008

PM Description: **Compliance/Safety**

Performance Measure #: **6**

NNSA FPD:

Contractor PM:

Performance Measure Criteria	Performance Metric (Value)	Criteria Allocated Fee ($)
Milestone #1:		
Comments/Notes:	Total	

The purpose of this incentive is to promote compliance with the Contractor's company documents (including Site Specific Health & Safety Plans), procedures, work plans, and NDEP approved plans while performing EM field work or field operations. Non-compliance will be identified in the Contractor's or DOE oversight activities, Occurrence Reporting and Processing System (ORPS) reports or repeated documented reports of EM field procedural violations.

100% of fee if ≤ 5 instances of non-compliance

80% of fee if ≤ 10 instances of non-compliance

60% of fee if ≤ 15 instances of non-compliance

40% of fee if ≤ 20 instances of non-compliance

No fee if > 20 instances of non-compliance

	NNSA			Contractor	
Recommended by:	NNSA			Contractor	
Approved by:	NNSA			Contractor	
		Contracting Officer	Date	Program Manager, (name)	Date

ATTACHMENT 3

PERFORMANCE BASED INCENTIVE VALIDATION FORM

PERFORMANCE EVALUATION PLAN
CONTRACT NUMBER DE-AC52-08NA_____

Available Fee: $

Performance Measure/Description:

Fee Earned: $

Performance Measure Milestone/Description:

VALIDATION OF COMPLETION (*Did the Contractor meet the expectations outlined in the Performance Incentive Fee Plan? Provide a brief description of the method used to validate completion of Performance Measure/Expectation and attach supporting documentation.)*

Statement of Completion/Acceptance:

☐ Performance on this PBI was successfully completed, validated and accepted.
☐ Performance on this PBI was not successfully completed and acceptance was declined.

_____ _____

NNSA/NSO Federal Sub-Project Director/ Group Leader **Date**

_____ _____

Federal Project Director Environmental Restoration Project **Date**

Approved:

_____ _____

Contracting Officer **Date**

GLOSSARY

ACHIEVEMENT/DEFICIENCY: A sustained level of performance, major event, or trend, which is exceptionally good or poor and requires the Award Fee Determination Official's attention for fee determination purposes.

AWARD FEE BOARD (AFB). Membership consists of the individuals designated to review the Lead Evaluator's report and make recommendations to the FDO.

AWARD FEE BOARD (AFB) REPORT: A report to the Fee Determination Official (FDO) covering the Award Fee Board's findings regarding the Contractor's overall performance during an evaluation period. The report contains a recommendation to the FDO of the fee earned for the evaluation period.

GOOD PRACTICES. Activities that are consistent with commercial nuclear industry standards, generally accepted business practices, the DOE and NNSA Directives, and/or NNSA/NSO Directive Implementation Instructions, and Federal regulations and requirements.

FEE DETERMINATION OFFICIAL (FDO). The Deputy Manager for Environmental Management who is responsible overall for award fee determination.

LEAD EVALUATOR (LE). The Federal Project Director, Environmental Restoration Project who is responsible for the management, oversight, and evaluation of the contractor.

NOTABLE. This term indicates an event or sustained level of performance which is of lesser importance than a "significant" event, but nonetheless deserves positive or negative recognition.

PERFORMANCE CATEGORY. The Incentive Fee Milestone which depicts overall contractor performance that will be evaluated for incentive fee determination purposes.

PERFORMANCE OBJECTIVE. The specific performance measure that defines the deliverable that enables the Contractor to achieve or fail to meet the discrete milestone schedule.

FEDERAL SUB-PROJECT DIRECTOR/GROUP LEADER. An NNSA/NSO federal employee assigned to a specified area of responsibility in the statement of work who performs management, oversight, and evaluation of the contractor performance.

SIGNIFICANT. This term indicates a major event or sustained level of performance which, due to its importance, has a substantially positive or negative impact on the Contractor's ability to carry out its mission.

RECOMMENDED FOR APPROVAL

Name: Date
Federal Project Director, Environmental Restoration Project

Name: Date
Program Support Group Leader

Contractor

Date

Name Date
Program Manager

APPROVED

Laura J. Haverlock Date
Contracting Officer