

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE	PAGE OF PAGES 1 1
2. AMENDMENT/MODIFICATION NO. <b>A126</b>	3. EFFECTIVE DATE <b>April 01, 2008</b>	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
6. ISSUED BY <b>U. S. Department of Energy Office of Civilian Radioactive Waste Management 1551 Hillshire Drive Las Vegas, Nevada 89134-6321</b>	CODE	7. ADMINISTERED BY (If other than Item 6)	CODE

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  <b>Bechtel SAIC Company, LLC 1180 Town Center Drive Las Vegas, Nevada 89144</b>	(X)	9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MODIFICATION OF CONTRACT/ORDER NO. <b>DE-AC28-01RW12101</b>
		10B. DATED (SEE ITEM 13) <b>November 14, 2000</b>
CODE	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning \_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation data, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>EXECUTED COPY</b> <b>Bilateral modification; Mutual agreement of the parties.</b>
	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return 3 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
The purpose of this modification is to exercise the third year of the option period of the contract, April 1, 2008 through March 31, 2009 and incorporate the results from the negotiations of this option period. Estimated costs associated with this option period are \$153,800,000 and the negotiated available fee is \$10,435,000. Therefore, this modification increases the total contract value by \$164,235,000 from \$2,394,124,366 to \$2,558,359,366. As a result, Section B of the contract is replaced in its entirety and is attached to this modification as Attachment 1 and Clause F.1 – Period of Performance, is revised accordingly to reflect the contract period of performance through March 31, 2009.

In addition, this modification incorporates the Performance Evaluation and Measurement Plan, Rev. 13 (Attachment 2) into Section J "List of Documents, Exhibits, and Other Attachments", Appendix J of the contract, for the new Performance Based Incentives and Special Emphasis Areas for the third year of the option period, April 1, 2008, through March 31, 2009. Total amount of funds obligated remain at \$1,837,926,487.11. All other terms and conditions remain unchanged.

This work shall be done in accordance with BSC's approved QA Program.  
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) <b>TED C. FEIGENBAUM, PRESIDENT &amp; GENERAL MANAGER</b>	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Spencer R. Peterson, Contracting Officer</b>
15B. CONTRACTOR/OFFEROR 	16B. UNITED STATES OF AMERICA BY 
15C. DATE SIGNED <b>3/31/08</b>	16C. DATE SIGNED <b>4-1-08</b>

**PART I – THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COST**

**PART I - THE SCHEDULE**

**SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COST**

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**PART I - SECTION B**

**SUPPLIES OR SERVICES AND PRICES/COST**

**B.1 SERVICES BEING ACQUIRED**

The Contractor shall, in accordance with the terms of this contract, provide the personnel, materials, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, providing its best efforts so as to carry out in an efficient and cost-effective manner all necessary related services to manage the programs and operate the facilities as described in the Statement of Work in Section C of this Contract.

**B.2 OBLIGATION OF FUNDS**

The total amount of funds obligated under this contract, in accordance with Section I, Contract Clause DEAR 970.5232-4, entitled, "Obligation of Funds," is \$1,837,926,487.11.

**B.3 ESTIMATED COST AND FEE**

a. Estimated Cost for Transition Period and Phase-in Period

- (1) The transition period (effective date of award to February 11, 2001) will be on a cost reimbursement basis and the estimated cost is \$9,579,862. There will be no fee paid for the transition period.
- (2) The phase-in period (February 12 to March 31, 2001) will be on a cost reimbursement basis and the estimated cost is \$23,154,000. There will be no fee paid for the phase-in period.

b. Estimated Contract Value

- (1) The following is the estimated contract cost for the base contract period and the first and second year of the option period based upon the annual appropriation and out year funding requirements identified in the Civilian Radioactive Waste Management Program Plan, Revision 3, and the Total System Life Cycle Costs.

FY 01	\$ 156,483 K
FY 02	\$ 246,170 K
FY 03	\$ 366,879 K
FY 04	\$ 367,478 K
FY 05	\$ 335,506 K
FY 06 (6 months)	\$ 162,148 K
First Year of the Option	\$ 308,164 K
Second Year of the Option	\$ 294,995 K
Third Year of the Option	<u>\$ 153,800 K</u>
	\$ 2,391,623 K

- (2) The maximum fee made available for PBIs and Award Fee Incentive for the

base performance period 04/01/01 to 03/31/06 was \$118,824,929.

- (3) The amount of fee made available for the first year of the option performance period 04/01/06 to 03/31/07 was \$18,303,770.
- (4) The amount of fee available for the second year of the option performance period 04/01/07 to 03/31/08 is \$30,422,949 (PBI-1 \$29,100,000 and PBI-2 \$1,322,949).
- (5) The maximum amount of fee available for the third year of the option performance period 04/01/08 to 03/31/09 is \$10,435,000.

c. Maximum Total Available Fee and Fee Allocation

The maximum fee available for the performance period 04/01/07 to 03/31/08 shall be associated with the two Performance Based Incentives (PBIs), incorporated by Section J, Appendix J, Performance Evaluation and Measurement Plan, Revision 12 change 2. No award fee Special Emphasis Areas apply to the second year of the contract option period.

The maximum fee available for the performance period 04/01/08 to 03/31/09 shall be associated with the five Performance Based Incentives (PBIs) and two Special Emphasis Areas (SEAs), incorporated by Section J, Appendix J, Performance Evaluation and Measurement Plan, Revision 13.

- (1) Adjustments to award fee may occur subject to:

The Section I, Contract Clause I.34, DEAR 970.5215-3, entitled, "Conditional Payment of Fee," is applicable.

- (2) In the event the Annual Appropriations estimated in B.3.b above deviates for any fiscal year more than plus or minus 10% from the base set forth in b above, the Contractor agrees to negotiate with DOE, pursuant to the Section I, Contract Clause DEAR 970.5243-1, entitled, "Changes," an equitable adjustment to the contract, which may include the maximum total available fee amount, PBIs, award fee (to include SEAs), allocation of fee to PBIs, to reflect the impact of such deviation. In the event the parties are unable to reach agreement on the maximum available fee amount, the Government reserves the right to unilaterally establish the maximum available fee amount.
- (3) Changes to the fee pool, funding levels, or milestones identified in this clause may be made with the occurrence of any of the following (a) through (c).

- (a) Assumptions:

The milestone, budgets, and requirements are based upon a set of assumptions which the Office of Civilian Radioactive Waste Management (OCRWM) is currently operating under. Should the basis for those assumptions change, the milestone, budgets and/or requirements may also change. Assumptions which do not impact level 2 or higher milestones will not change the fee pool or performance based milestones.

(b) Funding Levels:

OCRWM has established funding levels and/or Total System Life Cycle Costs necessary to meet the program mission. Annually, budget requests are submitted to Congress to support the program. If Congress does not appropriate sufficient funds to support the program mission, DOE may change the milestone and/or requirements to stay within the appropriated funding. Any time the actual funding varies plus or minus 10 percent of the requested funding level upon which the fee pool is based, a change to the fee pool amount and related requirements and/or milestone may be processed through the change control system to change the baseline with a possible change to the contract and the PEMP.

(c) Beyond the Control/Influence:

There are certain instances when changes to program mission, milestones and/or requirements may be beyond the control / influence of either the DOE or the Contractor. Some examples may include: litigation and legislation, expanding the repository to include more fuel than currently defined in legislation, acceptance of fuel earlier than anticipated, changing the radiation standards, etc. Additionally, decision-makers (to include DOE, the Executive Branch, the Congress, regulatory agencies) may or may not make timely reviews, approvals or decisions based on circumstances outside the control/influence of the contractor.

Examples of instances within the contractor's control or influence are quality and completeness of the documents submitted and quality, completeness and timeliness of the contractor's response to questions/concerns/issues with documents submitted.

#### **B.4 AVAILABILITY OF APPROPRIATED FUNDS**

Except as may be specifically provided to the contrary in Section I, Contract Clause DEAR 952.250-70, entitled, "Nuclear Hazards Indemnity Agreement," the duties and obligations of the Government hereunder calling for the expenditure of appropriated funds shall be subject to the availability of funds appropriated by the Congress, which the DOE may legally spend for such purposes.

**PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**SECTION J**

**LIST OF ATTACHMENTS**

**PART III**

**SECTION J**

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

**LIST OF ATTACHMENTS**

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Appendix D – Key Personnel	1
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**PART III - LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**  
**SECTION J – LIST OF ATTACHMENTS**

**APPENDIX J – PERFORMANCE EVALUATION AND MEASUREMENT PLAN (PEMP)**

**PEMP - Revision 12, Change 2 (Mod A113)**

**PEMP - Revision 13 (Mod A126)**

**DEPARTMENT OF ENERGY  
OFFICE OF CIVILIAN  
RADIOACTIVE WASTE  
MANAGEMENT**

**Performance Evaluation and Measurement Plan  
for  
Bechtel SAIC Company, LLC  
Contract DE-AC28-01RW12101**

**Performance Period:  
April 1, 2008 through March 31, 2009**

**REVISION 13**

**DOE OCRWM PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
BECHTEL SAIC COMPANY, LLC – CONTRACT DE-AC28-01RW12101**

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**ACRONYMS**

BSC.....	Bechtel SAIC Company, LLC
DOE/HQ .....	DOE Headquarters
FDO.....	Fee Determination Official
FY .....	Fiscal Year
OCRWM.....	Office of Civilian Radioactive Waste Management
PBI.....	Performance Based Incentive
PEB .....	Performance Evaluation Board
PEMP .....	Performance Evaluation and Measurement Plan
SEA.....	Special Emphasis Area

**A. INTRODUCTION.** This Performance Evaluation and Measurement Plan (PEMP) defines the Office of Civilian Radioactive Waste Management (OCRWM) approach in evaluating, documenting, and providing performance fee to Bechtel SAIC Company, LLC (BSC), in the execution of requirements defined in Contract DE-AC28-01RW12101. This PEMP is for the third year of the contract option period of performance from April 1, 2008, through March 31, 2009.

**1.1 PEMP Objectives**

- 1.1.1 Provide OCRWM with a mechanism to achieve its highest priority objectives;
- 1.1.2 Provide incentive to BSC to accomplish OCRWM’s management and program objectives through the establishment of critical performance objectives and measures;
- 1.1.3 Reward BSC with fee commensurate with the achievement of the specific OCRWM performance requirements;
- 1.1.4 Create an administratively efficient process to assess BSC performance;
- 1.1.5 Provide a fair and reasonable basis for determining the amount of fee earned; and
- 1.1.6 Create a process that ensures BSC work efforts are executed in a manner that provides high value and high quality deliverables to OCRWM.

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**1.2 Definitions**

- 1.2.1 Award Fee. The subjective fee component of Performance Fee.
- 1.2.2 Expected Performance Level. Meets agreed upon requirements and performance objectives.
- 1.2.3 Fee Determination Official. The final authority in determination of fee awarded to BSC with the concurrence of RW-1 (per Program Manual DOE/RW-0555) prior to final fee determination.
- 1.2.4 Multi-year Incentive. An incentive designed to establish performance objectives and measures beyond one fiscal year or evaluation period.
- 1.2.5 Office of Civilian Radioactive Waste Management (OCRWM). OCRWM is a headquarters organization.
- 1.2.6 Performance Evaluation Board. For the purpose of this PEMP, designated OCRWM senior managers are chartered with recommending BSC earned fee to the Fee Determination Official (FDO).
- 1.2.7 Performance Evaluation and Measurement Plan. A plan that defines an approach in evaluating, documenting, and providing performance fee against specified Performance Based Incentives and Award Fee Incentives.
- 1.2.8 Performance Evaluation Period. The two specific periods for which the Performance Evaluation Board evaluates contractor's overall performance: April 1 through September 30; October 1 through March 31.
- 1.2.9 Performance Fee. That portion of the total available fee which is tied exclusively to the contractor's performance of the contract. The performance fee amount will consist of an incentive fee component for objective performance requirements and an award fee component for subjective performance requirements, or both.
- 1.2.10 Performance Incentive. A performance incentive represents a reward or consequences that may be employed to motivate a contractor to achieve baseline or higher levels of performance of a requirement. In most instances, the incentive represents an amount of fee tied to the accomplishment of a performance objective.
- 1.2.11 Performance Measure. The quantitative method for characterizing performance.
- 1.2.12 Performance Monitor. Designated by the Performance Evaluation Board as responsible individuals monitoring and evaluating the contractor's performance.

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- 1.2.13 Performance Objective. A statement of desired results from an organization or activity.
- 1.2.14 Provisional Payment of Fee. Any payments paid on a provisional basis may be reclaimed.
- 1.2.15 Special Emphasis Area. An area that is extremely important to DOE and OCRWM.
- 1.2.16 Work Authorization Directive (WAD). The execution year baseline that serves as the agreement between BSC and OCRWM to perform a specific scope of work.

**1.3 Fee Concept**

Performance-based management contracting principles emphasize results-oriented work statements, and performance objectives and measures to incentivize contractors to achieve excellent performance. OCRWM implements performance-based management contracting principles through processes associated with *Strategic Planning, Budget Formulation, Budget Execution, and Performance Evaluation*. These processes, defined in the “Annual Work Plan”, consist of strategic planning, developing performance objectives, defining work scope through the Work Authorization Directives (WADs) process, and evaluating results.

BSC is responsible for the overall planning, managing and integration of all work activities and products, designing, constructing and operating a first-of-a-kind facility to permanently dispose of spent nuclear fuel and high-level radioactive waste. Because of the nature of this work, OCRWM utilizes performance fee to incentivize and reward BSC for performance. Performance fee consists of two components: an incentive fee component which provides management focus and emphasis on OCRWM’s critical few program objectives and an award fee component which provides management focus on all other aspects of BSC’s performance such as overall program, current importance to the overall performance of the contract, their potential for being problem areas, and/or current degree of concern for performance.

1.3.1 Performance Based Incentive (PBI)

The PBI performance measures and fee measures are delineated in Attachment 1 of this PEMP. Emphasis will be placed on development of objective incentives based on definition of the desired outcome (the “what”) and expect the contractor to compliantly and safely determine “how” the work is performed to achieve the desired outcome within the established funding constraints. These incentives are identified as PBIs and typically carry more performance risk and higher fee earning opportunities.

1.3.2 Award Fee Special Emphasis Area (SEA) Incentives

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The SEA performance objectives and measures are delineated in Attachment 1 of the PEMP. In certain instances, the contractor must provide support and/or deliverables that are required to accomplish the project objectives but are not objectively measurable in all cases. These efforts are therefore measured subjectively under incentives identified as SEAs and typically carry reduced performance risk and moderate fee earning opportunities and the FDO may use discretionary factors in determining fee. Consideration will also be given to complete and accurate technical information/products delivered in mutually agreed time frames that meet all applicable codes, standards, rules, regulations and orders.

**B. REFERENCES.** U.S. Department of Energy Office of Civilian Radioactive Waste Management Contract with BSC for Management and Operating Support for the Office of Civilian Radioactive Waste Management; Contract DE-AC28-01RW12101.

**C. ORGANIZATIONAL STRUCTURE FOR PERFORMANCE FEE**

**ADMINISTRATION.** The effectiveness of this PEMP requires the establishment of a close working relationship between DOE-OCRWM, and BSC because all entities are responsible for successful implementation of the plan and successful completion of OCRWM’s significant management and program objectives. The roles and responsibilities of the key personnel are as follows:

## **2.1 DOE/HQ**

### Office of Contract Management (MA-62)

- Reviews and approves PEMP.

## **2.2 OCRWM**

### 2.2.1 Office of Civilian Radioactive Waste Management (OCRWM)

- Provides oversight of the performance fee administration process.
- Provides program management and planning objectives.

### 2.2.2 Director, Office of Project Management and Procurement (OPM&P)

- The Head of Contracting Activity (HCA) and serves as FDO.
- Formally charters the Performance Evaluation Board (PEB) to ensure senior management involvement and accountability.
- Provides recommended PEMP to DOE/HQ MA-62 for approval.
- Obtain RW-1 concurrence prior to final Fee Determination.

### 2.2.3 Procurement Division Director

- Serves as Chair of the PEB.

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BECHTEL SAIC COMPANY, LLC – CONTRACT DE-AC28-01RW12101**

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- Initiates meetings for development of performance objectives.
- Develops meeting agendas as appropriate.
- Prioritizes proposed performance objectives.
- Solicits additional information when necessary.
- Forwards draft to the RW-1 for review/approval.
- Resolves OCRWM comments.
- Recommends HCA forward draft performance objectives/measures to HQs Procurement for approval.
- Resolves HQs Procurement comments.
- Provides draft to the contractor for review/comments.
- Resolves contractor comments.
- Ensures a unilateral plan 30 days prior to the start of the performance period.
- Documents decisions of the group via appointed scribe.
- Reviews draft evaluation report.
- Coordinates changes with Performance Monitors (PMs).
- Reviews report for a second time to ensure DOE responses to contractor's comments to draft report for factual accuracy.
- Coordinates with FDO during PEMP evaluation and fee recommendation.
- Provide fee recommendation to the FDO.

**2.2.4 Performance Evaluation Board**

- Accountable for final selection and approval of contract-specific performance-based and award fee incentives
- Assigns responsibilities to PMs to monitor and evaluate completion of performance against objectives and measures for PBIs and SEAs.
- Provides input, reviews, and concurs on the PEMP.
- Reviews BSC performance at the end of the evaluation period and upon completion of key milestones.
- Evaluates BSC performance and recommends earned fee to the FDO.

**2.2.5 Performance Evaluation Board Members/Performance Monitors**

- Attend all meetings unless formally excused by the Chair (the Office Directors, or a senior designee from their organization, will represent the membership of the PEB. Meetings will not be held without a quorum).
- Actively participate in meetings.
- Assure all program activities are represented.
- Accountable for finalizing performance objectives/measures.
- Monitor and evaluate completion of performance objectives.
- Provides input, review, and concur on performance objectives.
- Provides independent assessment of BSC performance and recommend earned fee to the Fee Determination Official.

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- Validate and document completion of PBI and SEA performance objectives and measures.
- Elevate recommendations, issues or concerns to the Chair.
- Reviews and considers BSC self-assessments in recommending fee.

### **2.2.6 Contracting Officer**

- Transmits the PEMP to the contractor.
- Provides input, reviews, and concurs on the PEMP PBI and SEA objectives and measures to achieve OCRWM's management and program requirements.
- Determines the completion and achievement of the performance objectives and measures.
- Approves changes to the PEMP with prior recommendation of the Contracting Officer Representative.

### **2.2.7 Procurement Division**

- Issues call letters for input in the development of the PEMP.
- Submits draft PEMP to PMs and BSC for review and comment.
- Consolidates, coordinates, and incorporates comments to the PEMP.
- Obtains appropriate concurrence and approvals of the PEMP.
- Issues call letter to PMs for input to BSC performance evaluation report.
- Coordinates evaluations of BSC's performance with the PEB.
- Consolidates input from OCRWM PMs.
- Coordinates training for participants in the performance fee process.

In the absence of the FDO, the individual acting in the same official capacity will assume the function of FDO. In the absence of a board member, another person having similar qualifications may be substituted.

## **2.3 BSC**

### **General Manager**

- Collaborates with OCRWM management to establish a working relationship that enables production of high value deliverables.
- Supports the development of the PEMP and enhances the process through the sharing of best practices and lessons learned.
- Responsible for the achievement of performance objectives and measures.
- Provides self-assessments of performance against PBI and SEA performance objectives and measures to the PEB.

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**D. METHOD FOR DETERMINING PERFORMANCE FEE**

a. Communication with BSC during the Evaluation Period

One important consideration for evaluation will be discussions between the Performance Monitor (PM) and their BSC counterpart. It is a management expectation that PMs meet with their BSC counterpart at least monthly to review, discuss, and provide interface on BSC's performance against the performance-based and award fee incentives and overall contract performance.

Regular communication with BSC at the PM level will contribute to the success of the fee process. PM should discuss performance which may not currently meet performance objectives and measures, and thereby keep BSC informed as to achievements and deficiencies that may appear in the final evaluation for the period. OCRWM has re-establish the OCRWM Monthly Project Review that provides interface between OCRWM and BSC.

b. BSC Self Assessment

BSC shall provide the OCRWM Contracting Officer with a self-assessment within ten (10) working days upon completion of a PBI and after the end of an award fee evaluation period. BSC must also provide three (3) hard copies and an electronic copy of its self-assessment of performance to OCRWM Procurement Division for distribution to OCRWM Performance Monitors.

BSC shall use the project control system to measure progress in meeting deliverables within cost, schedule and scope, including meeting the specified acceptance criteria. BSC shall identify issues potentially affecting the completion of individual PBIs and SEAs and the overall success of the program, and actions taken or recommended to resolve those issues. BSC's self-assessment shall propose and justify the amount of performance based incentive and award fee earned, and include a discussion of fee reductions warranted by any failure to meet performance expectation. In the event the contractor self-discloses a situation that falls within the support of a special emphasis area, and appropriately self-corrects the situation in a timely manner, fee reduction may be waived by the CO. The timeliness and effectiveness of the contractor's corrective action may also mitigate fee reductions for deficiencies identified by OCRWM or other regulatory entities.

c. OCRWM Assessment

OCRWM Performance Monitors shall prepare and submit to OCRWM Procurement Division, an independent assessment of BSC's performance within 20 calendar days upon LP-7.5Q-OCRWM acceptance of a PBI and after the end of an award fee evaluation period. The OCRWM Performance Monitor shall consider BSC's input with respect to completing the PBI and SEA performance criteria and with respect to the quality. Where significant disagreement exists between BSC's self assessment and OCRWM's

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assessment, the responsible OCRWM Performance Monitor shall raise such disagreements to the PEB for resolution. BSC may be requested to attend a Board meeting to assure their view is understood.

OCRWM Performance Monitors shall also consider the additional input received during monthly operating reviews. Such reviews will enable Program-wide understanding of progress, an integrated assessment of impacts, and the identification of corrective actions. Assessments shall also document the rationale for any reduction in the amount of award fee earned.

OCRWM Procurement Division will consolidate OCRWM Performance Monitor Evaluation Reports and submit a written evaluation report to the PEB members for approval.

d. Performance Evaluation Process

Except as provided for in the specific PBI, the following steps apply:

1. Within ten (10) working days upon completion of a PBI, and after the end of an award evaluation period, BSC shall provide the OCRWM Contracting Officer with a self-assessment. The self-assessment provided shall provide an assessment of their performance in the completion of a PBI and award fee performance objectives and measures. The contractor will provide three (3) hard copies, and an electronic copy, of its self-assessment of performance to OCRWM Contracting Officer for distribution to OCRWM Performance Monitors.
2. Within twenty (20) calendar days upon LP-7.5Q-OCRWM acceptance of a PBI and after the end of an award fee evaluation period, OCRWM Performance Monitors will prepare and submit an independent assessment of BSC's performance, with respect to quality and schedule, against the performance objectives and measures to OCRWM Procurement Division for consolidation. The OCRWM Performance Monitor shall consider BSC's input with respect to payments of fee. Where significant disagreement exists between BSC's self assessment and OCRWM's assessment, the responsible Performance Monitor shall raise such disagreements to the PEB for resolution. BSC may be requested to attend a Board meeting to assure their view is understood.

The OCRWM assessment must be submitted on the Performance Monitor Evaluation Report form, Attachment 2 of the Plan, and will only be accepted by the OCRWM Procurement Division upon the approval of the OCRWM Performance Monitor.

3. Within approximately thirty (30) calendar days upon LP-7.5Q-OCRWM acceptance of a PBI and after the end of an award fee evaluation period, OCRWM Procurement Division will consolidate Performance Monitor Evaluation Reports and submit to the PEB members for review.

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4. Within approximately sixty (60) calendar days upon LP-7.5Q-OCRWM acceptance of a PBI and after the end of an award fee evaluation period, the PEB will review, validate, and prepare an evaluation report and submit a fee recommendation to the FDO.
5. Within seventy (70) calendar days upon LP-7.5Q-OCRWM acceptance of a PBI and after the end of an award fee evaluation period or 60 calendar days after receipt of contractor’s self-assessment for award fee (whichever is later), the FDO will make a determination of the fee earned.

Figure 1 is a flowchart that illustrates the entire process.

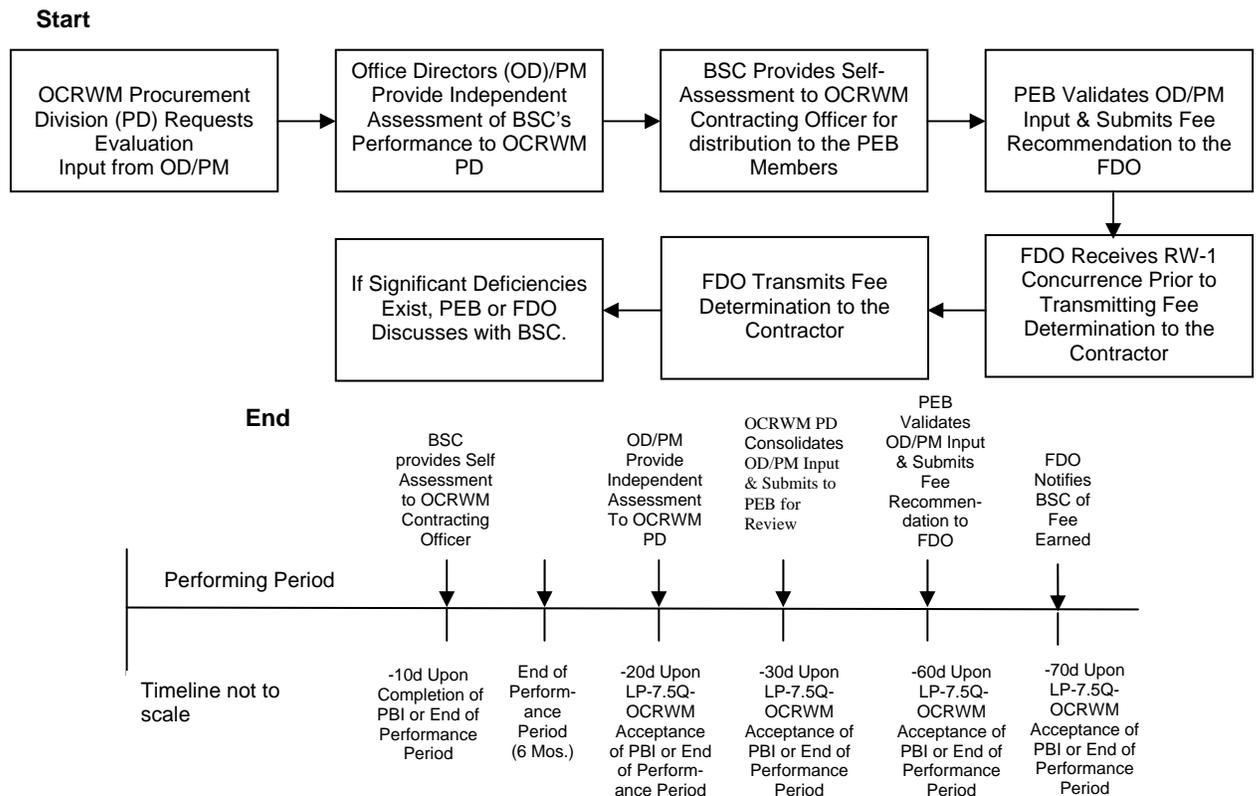


Figure 1, Flowchart and Time Line of Fee Process

e. Evaluation and Discussion Documentation

Where meetings or discussions are held by the PM (with BSC, HQ, or others) that significantly impact award fee evaluations, it is necessary that appropriate documentation be created. This documentation can be in the form of signed and dated notes, minutes, or correspondence. Copies of the PM documentation should be maintained by the PM in support of the Performance Evaluation Report.

Rationale for fee payments will be documented by the Performance Evaluation Board and the fee determination official. The final PEB Fee Recommendation and FDO Fee Determination reports along with supporting rationale will be maintained by the OCRWM

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Procurement Division organization in the official “contract file”.

**E. PEB INVOLVEMENT IN FINAL EVALUATIONS**

The PEB is responsible for reviewing the Performance Evaluation Reports and developing a Fee Recommendation Report to the FDO. The Chair, PEB, will provide updates and feedback to the FDO prior to receiving the PEB’s final signed fee recommendation report.

As directed by the FDO, and especially if significant deficiencies exist, the Fee Recommendation Report is discussed with BSC General Manager by the PEB, individual board members, and/or the FDO. Because the Fee Recommendation Report is pre-decisional, its contents will not be formally provided to BSC.

**F. FDO RESPONSIBILITIES IN FINAL EVALUATIONS**

The FDO may meet with BSC, as appropriate, during the process of developing his/her evaluation position. Based on the FDO’s personal knowledge, the information contained in BSC’s self-assessment, the PEB Fee Recommendation Report, and/or other information relating to BSC’s performance of the contract requirements, the FDO develops a determination on the evaluation and award fee. The FDO briefs the OCRWM Director and obtains the concurrence of the OCRWM Director. Where there are significant concerns with BSC’s overall performance, the FDO will notify the HQ Procurement Executive.

Following OCRWM Director’s receipt of concurrence(s), the FDO issues a Fee Determination letter of award fee earned to BSC.

**G. METHOD FOR CHANGING PLAN COVERAGE**

Proposed changes to the PEMP may be initiated by OCRWM or BSC. Proposed changes to the PEMP may be initiated on the official PEMP Change Form (Attachment 4). The respective Performance Monitor will review and concur on proposed changes prior to any changes being made to the PEMP.

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**ATTACHMENT 1**

**SPECIAL EMPHASIS AREA  
OVERALL GRADES & ASSOCIATED PERCENTAGES OF EARNED FEE**

- A. Outstanding: Performance substantially exceeded expected levels of performance against award fee criteria identified in the PEMP. All other requirements, not specifically addressed in this PEMP, were performed at or above minimum acceptable levels. (Percent Fee Range: 95 to 100%)
- B. Good: Performance generally exceeded expected levels of performance against award fee criteria identified in the PEMP and with rare exception, other contract requirements, not specifically addressed in this PEMP, were performed at or above minimum acceptable levels. (Percent Fee Range: 75 to 94.9%)
- C. Satisfactory: Performance generally met expected levels of performance against award fee criteria identified in the PEMP. Generally other contract requirements, not specifically addressed in this PEMP, were performed at or above minimum acceptable levels. (Percent Fee Range: 45 to 74.9%)
- D. Unsatisfactory: Performance against award fee criteria identified in the PEMP was either generally unacceptable or unacceptable for the majority of the specific objectives. Actual or potential negative impacts on mission capabilities resulted or could result from performance. (Percent Fee: 0%)

Award Fee: The period of performance is April 1, 2008, through March 31, 2009. The total available fee is split evenly between the PBIs and SEAs. At the conclusion of each 6-month evaluation period (*April 1, 2008, through September 30, 2008 and October 1, 2008, through March 31, 2009*) DOE will determine the award fee associated with the PBIs and SEAs.

To be minimally acceptable, all contractor formal products by contract, DOE Order, regulation, procedure, plan, or DOE written direction shall be complete, accurate, and on schedule. Requirements shall clearly flow down and be transparent within the product and ensure compliance with ES&H and QA requirements. Evidence of unsatisfactory performance on the part of the contractor is: (1) technical errors or omissions in contractor developed products, (2) performance not completed by COB on the agreed upon date scheduled, and (3) non-compliance with designated Completion Criteria.

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**PERFORMANCE BASED INCENTIVES**

<b>PERFORMANCE BASED INCENTIVES</b>	<b>VALUE</b>	<b>PERFORMANCE MONITOR</b>
PBI 1 - Preparing for License Application Defense	15%	William Boyle
PBI 2 - Deliver Preliminary Steel and Concrete Design Calculations using the Tier-2 Model for Initial Handling Facility and Wet Handling Facility	10%	Paul Harrington
PBI 3 - Completion of Waste Package configurations	10%	Paul Harrington
PBI 4 - Perform important to safety (ITS) facility overturning calculations using alternative methodology	5%	Paul Harrington
PBI 5 - Develop design and procurement performance specifications for mechanical handling equipment	10%	Paul Harrington
<b>Total PBI Fee Available</b>	<b>50%</b>	

**AWARD FEE SPECIAL EMPHASIS AREAS**

<b>SPECIAL EMPHASIS AREAS</b>	<b>VALUE</b>	<b>PERFORMANCE MONITOR</b>
SEA 1 – LA Defense	10% Apr-Sep 08 25% Oct-Mar 09	William Boyle
SEA 2 – Programmatic	5% Apr-Sep 08 10% Oct-Mar 09	James Hollrith
<b>Total SEA Fee Available</b>	<b>50%</b>	

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**PERFORMANCE BASED INCENTIVE (PBI) NO. 1**

Preparing for LA Defense

Period of Performance: April 1, 2008, to March 31, 2009

Total PBI 1 Fee Available: 15%

- Milestone (a): 10%
- Milestone (b): 5%

Contractor Requirements:

The Contractor shall establish and document a Comprehensive Process and establish a Human Resource Pool to support the docketing, licensing, and related activities for DOE's application to the NRC.

The Contractor shall establish the Licensing Support Office (LSO) in Rockville, Maryland.

Performance Objectives:

- Milestone (a): The Contractor shall establish and document a Comprehensive Process and establish the Human Resource Pool by June 6, 2008
- Milestone (b): The Contractor shall establish the LSO by May 31, 2008

Incentive Fee Metrics:

- Milestone (a): Incentive fee is earned at the conclusion of the 6-month evaluation period ending September 30, 2008.
- Milestone (b): Incentive fee is earned at the conclusion of the 6-month evaluation period ending September 30, 2008.

Completion Criteria:

By June 6, 2008, BSC shall have a BSC approved comprehensive process and document such process in a deliverable entitled License Application Defense Plan (LADP). A preliminary draft of the Plan shall be delivered by May 1, 2008. DOE will review and endorse the preliminary draft within 10 calendar days. The Plan will describe activities that will take place post-LA submittal. This will include activities during docketing and post docketing. It will include a description of the roles and responsibilities for the organizations that will be involved in the licensing defense. As a minimum, these organizations include: the Regulatory Authority Office (RAO), the Office of General Counsel, the Office of the Chief Engineer, the Office of the Chief Scientist, the Naval Nuclear Propulsion Program (NNPP), BSC, and Lead Laboratory. The description of how these organizations will function in the development of the Requests for Additional Information (RAIs)

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will be included. The Plan will describe how the RAI process will be tracked, including the development, acquisition, or use of appropriate software. The Plan will discuss how the organization will interact with NRC during docketing, technical review, hearing, and litigation. The process for approval and submittal for Safety Analysis Report (SAR) updates will be included. The Plan will include a description of the implementing procedures required for licensing defense. This will include procedures for commitment management and control of RAI responses, written communications, change management, and other necessary procedures as appropriate.

The Human Resource Pool shall consist of qualified personnel from DOE, BSC, Lead Laboratory, NNPP and expert advisors and other personnel, as appropriate. BSC shall be responsible for defining the positions, program-wide, that comprise the Human Resource Pool; ensuring that BSC-owned positions are staffed; integrating and monitoring the staffing of non-BSC positions; and reporting to DOE any issues relative to the Human Resource Pool that may adversely affect the LADP. All BSC lead personnel will be approved by the Director, RAO based on proposed leaders' qualifications and experience related to License Application defense, project management, and relevant technical expertise. BSC leads will, in turn, select the remaining complement of qualified BSC team members and submit documentation of personnel qualifications to DOE. All responsibility for performance of BSC personnel shall remain solely with BSC.

By May 31, 2008, BSC shall establish the LSO in Rockville, Maryland. Office modifications will be complete, office will be furnished, equipment will be installed and operable and interfacing with other OCRWM sites, and office will be functioning. Office will be in compliance with BSC Sublease with CPH6000, LLC.

Acceptance Criteria:

DOE will review and endorse the preliminary draft of the LADP within 10 calendar days of delivery to DOE.

DOE will accept, accept with conditions, or reject Contractor's Comprehensive Process as described in the LADP document within 30 calendar days of delivery of document to DOE.

DOE will approve or disapprove BSC proposed lead personnel within 5 working days of submittal by BSC.

The LSO will be approved by a walk-through inspection and check of equipment by the DOE LSO Supervisor or designated representative within 10 working days following notification of readiness by BSC.

In the event the deliverable date is not met, the total available fee assigned to the PBI milestone will be reduced by 5% per calendar day until delivery of the document to DOE. If the deliverable is rejected, the same 5% per calendar day reduction applies until an acceptable deliverable is provided. The 5% per day reduction is calculated from the original due date.

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**PERFORMANCE BASED INCENTIVE (PBI) NO. 2**

Deliver Preliminary Steel and Concrete Design Calculations using the Tier-2 Model for Initial Handling Facility and Wet Handling Facility.

Period of Performance: April 1, 2008, through March 31, 2009

Total PBI 2 Fee Available: 10%

- Milestone (a): 5%
- Milestone (b): 5%

Contractor Requirements:

The Preliminary Steel and Concrete Calculations using the Tier 2 model shall be developed in accordance with the appropriate BSC procedures and submitted to DOE for acceptance review under DOE procedure LP-7.21Q-OCRWM.

Performance Objectives:

- Milestone (a): The Contractor shall deliver the Preliminary Steel and Concrete Design Calculations using the Tier 2 model for one of the Initial Handling Facility (IHF) [P3 ID #'s RP5L1065, RP5L1150] no later than August 31, 2008.
- Milestone (b): The Contractor shall deliver the Preliminary Steel and Concrete Design Calculations using the Tier 2 model for the Wet Handling Facility (WHF) [P3 ID #'s RPHL1065, RPHL1150] no later than August 31, 2008.

Incentive Fee Metrics:

- Milestone (a): Incentive fee is earned at the conclusion of the 6-month evaluation period ending September 30, 2008.
- Milestone (b): Incentive fee is earned at the conclusion of the 6-month evaluation period ending September 30, 2008.

Completion Criteria

The Contractor shall deliver the Preliminary Steel and Concrete Design Calculations using the Tier 2 model as required above. The documents are transmitted by a transmittal letter and are considered delivered when the OCRWM Chief Engineer signs the transmittal letter acknowledging receipt. For purposes of this PBI, the documents are accepted upon the date of signature by the Contracting Officer's Representative following completion of the LP-7.21Q-OCRWM review process.

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Acceptance Criteria: DOE will accept, accept with conditions, or reject Contractor documents within 30 calendar days of delivery to DOE. In the event the deliverable date is not met, the total available fee assigned to the PBI milestone will be reduced by 1% per calendar day until delivery of the document to DOE. If the deliverable is rejected, the same 1% per calendar day reduction applies until an acceptable deliverable is provided. The 1% per day reduction is calculated from the original due date.

### **PERFORMANCE BASED INCENTIVE (PBI) NO. 3**

Completion of Waste Package configurations.

Period of Performance: April 1, 2008, through March 31, 2009

Total PBI 3 Fee Available: 10%

Contractor Requirements:

Complete license application level design including drawings and calculations (design media) developed in accordance with the appropriate BSC procedures, for the waste package configurations that were not completed at time of LA submittal. Certain waste package configurations were developed as representative or bounding for various design parameters. This action is to perform the analyses for those parameters on the configurations that had not been selected as representative, such that all waste package configurations have similar levels of analysis. The design media shall be developed in accordance with the appropriate BSC procedures and submitted to DOE for acceptance review under DOE procedure LP-7.21Q-OCRWM.

Performance Objectives:

The Contractor shall deliver, no later than December 31, 2008, design media to support licensing defense for the waste package design by advancing the design of the Non-Flagship waste package configurations. These configurations include:

- DHLW/DOE SNF Long Co-disposal configuration
- Naval SNF Short configuration
- 2-MCO/2-DHLW configuration

The design products to be completed are three (3) dynamic structural calculations:

- 2-MCO/2-DHLW Waste Package Oblique Impact in TEV
- Nonlithophysal Rock Impact on 2-MCO/2-DHLW Waste Package
- Naval Short Oblique Impact in TEV

The two (2) thermal analyses to be completed are:

- 2-MCO/2-DHLW Thermal Analysis
- DHLW/DOE SNF Long Co-disposal Thermal Analysis

Incentive Fee Metrics:

Incentive fee is earned at the conclusion of the 6-month evaluation period ending March 31, 2009.

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Completion Criteria

To support development of these calculations detailed waste package sketches will be developed. These design sketches will issue as stand alone drawings that are referenced by the design calculations. There will be approximately 5 sheets per waste package configuration identified above.

The Contractor shall deliver the design media for the identified waste package configurations no later than December 31, 2008. The documents are transmitted by a transmittal letter and are considered delivered when the OCRWM Chief Engineer signs the transmittal letter acknowledging receipt. For purposes of this PBI, the documents are accepted upon the date of signature by the Contracting Officers Representative following completion of the LP-7.21Q OCRWM review process.

Acceptance Criteria: DOE will accept, accept with conditions, or reject Contractor documents within 30 calendar days of delivery to DOE. In the event the deliverable date is not met, the total available fee assigned to this PBI milestone will be reduced by 1% per calendar day until delivery of the document to DOE. If the deliverable is rejected, the same 1% per calendar day reduction applies until an acceptable deliverable is provided. The 1% per day reduction is calculated from the original due date.

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**PROPOSED PERFORMANCE BASED INCENTIVE (PBI) NO. 4**

Perform of ITS facility overturning calculations using alternative methodology.

Period of Performance: April 1, 2008, through March 31, 2009

Total PBI 4 Fee Available: 5%

- Milestone (a): 2%
- Milestone (b): 1%
- Milestone (c): 1%
- Milestone (d): 1%

Contractor Requirements:

Evaluate the stability of the four process Surface Nuclear Facilities (IHF, CRCF, WHF, and RF) against overturning by the methodology provided in ASCE/SEI 43-05, Sections 7.2 and A.2, or by the energy approach. Using the energy approach, the factor of safety against overturning is calculated as the ratio of potential energy required to cause overturning about one edge of the structure to the maximum kinetic energy in the structure due to the earthquake. Calculations shall be developed in accordance with the appropriate BSC procedures and submitted to DOE for acceptance review under DOE procedure LP-7.21Q-OCRWM.

Performance Objectives:

The Contractor shall deliver an acceptable evaluation that verifies the stability against overturning by the methodology provided in ASCE/SEI 43-05, Sections 7.2 and A.2, or by the energy approach for each of the following facilities on or before the dates listed:

- Milestone (a): Initial Handling Facility (IHF) – April 30, 2008
- Milestone (b): Canister Receipt and Closure Facility (CRCF) – September 30, 2008
- Milestone (c): Wet Handling Facility (WHF) – September 30, 2008
- Milestone (d): Receipt Facility (RF) – September 30, 2008

Incentive Fee Metrics:

Milestones (a) thru (d): Incentive fee is earned at the conclusion of the 6-month evaluation period ending September 30, 2008.

Completion Criteria:

The Contractor shall deliver an acceptable evaluation that verifies the stability against overturning by the methodology provided in ASCE/SEI 43-05, Sections 7.2 and A.2, or by the energy approach for each of the facilities as required above. The documents are transmitted by a transmittal letter and are considered delivered when the OCRWM Chief Engineer signs the transmittal letter

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acknowledging receipt. For purposes of this PBI, the documents are accepted upon the date of signature by the Contracting Officer's Representative following completion of the LP-7.21Q-OCRWM review process.

Acceptance Criteria: DOE will accept, accept with conditions, or reject Contractor documents within 30 calendar days of delivery to DOE. In the event the deliverable date is not met, the total available fee assigned to the PBI milestone will be reduced by 1% per calendar day until delivery of the document to DOE. If the deliverable is rejected, the same 1% per calendar day reduction applies until an acceptable deliverable is provided. The 1% per day reduction is calculated from the original due date.

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**PERFORMANCE BASED INCENTIVE (PBI) NO. 5**

Develop design and procurement performance specifications for mechanical handling equipment.

Period of Performance: April 1, 2008, through March 31, 2009

Total PBI 5 Fee Available: 10%

- Milestone (a): 4%
- Milestone (b): 2%
- Milestone (c): 2%
- Milestone (d): 2%

Contractor Requirements:

The specifications for designs of mechanical handling equipment shall be developed sufficient for defense of the LA in accordance with the appropriate BSC procedures and submitted to DOE for acceptance review under DOE procedure LP-7.21Q-OCRWM.

Performance Objectives:

- Milestone (a): Develop a Transport and Emplacement Vehicle (TEV) procurement performance specification. The performance specification will be a document that captures the equipment functions and requirements, lines out the basic vendor performance requirements, applicable codes and standards for the vehicle, as well as the electrification and communication systems. Deliver to DOE no later than December 31, 2008.
- Milestone (b): The Contractor shall deliver performance specifications for the Waste Package Transfer Trolley (WPTT). Deliver to DOE no later than November 30, 2008.
- Milestone (c): The Contractor shall deliver performance specifications for the Canister Transfer Machine (CTM). Deliver to DOE no later than December 31, 2008.
- Milestone (d): The Contractor shall deliver performance specifications for the Cask Transfer Trolley (CTT). Deliver to DOE no later than November 30, 2008.

Incentive Fee Metrics:

Milestones (a) thru (d): Incentive fee is earned at the conclusion of the 6-month evaluation period ending March 31, 2009.

Completion Criteria

The Contractor shall deliver the design and procurement performance specifications for Milestones

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(a) through (d) as discussed above. The documents are transmitted by a transmittal letter and are considered delivered when the OCRWM Chief Engineer signs the transmittal letter acknowledging receipt. For purposes of this PBI, the documents are accepted upon the date of signature by the Contracting Officer's Representative following completion of the LP-7.21Q-OCRWM review process.

Acceptance Criteria: DOE will accept, accept with conditions, or reject Contractor documents within 30 calendar days of delivery to DOE. In the event the deliverable date is not met, the total available fee assigned to the PBI milestone will be reduced by 1% per calendar day until delivery of the document to DOE. If the deliverable is rejected, the same 1% per calendar day reduction applies until an acceptable deliverable is provided. The 1% per day reduction is calculated from the original due date.

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**SPECIAL EMPHASIS AREA (SEA) 1: LA Defense**

**Period of Performance:** April 1, 2008, through March 31, 2009

**Total Fee Available:** 10% (Apr - Sep 08)  
25% (Oct - Mar 09)

**Performance Objective 1:** Assist DOE in preparation for and conduct of NRC post-submittal briefings. Assist in the preparation of materials for NRC post-submittal briefings. Assist in preparation of responses to questions, including Requests for Additional Information (RAIs).

**Due Date:** As required to support post-submittal briefings during April 1, 2008, to March 31, 2009

**Completion Criteria:** Materials will be accurate, complete, comprehensive, consistent and timely in accordance with the License Application Defense Plan (LADP).

**Acceptance Criteria:** DOE RAO Director or his designee will accept or reject proposed briefing materials and proposed responses to RAIs within 5 working days of delivery by BSC.

**Performance Objective 2:** Support DOE and Atomic Safety and Licensing Board(s) (ASLB) related activities. Assist DOE in the preparation of timely responses to interrogatories, draft contentions, contentions or other license defense information.

**Due Date:** As required to support ASLB activities during April 1, 2008, to March 31, 2009

**Completion Criteria:** Materials will be accurate, complete, comprehensive, consistent and timely in accordance with the LADP.

**Acceptance Criteria:** The delivered materials and responses will be approved or disapproved by the DOE RAO Director or his designee within 10 days.

**Performance Objective 3:** Maintain the Comprehensive Process and Human Resource Pool, established under PBI 1, to support the docketing, licensing, and related activities for DOE's application to the NRC.

**Due Date:** April 1, 2008, to March 31, 2009

**Completion Criteria:** The LADP established under PBI 1 shall be maintained current through appropriate revisions.

Contractor will perform activities described in the LADP and supporting procedures for which it is responsible, including integration function. Contractor will perform all activities in a timely fashion so as to cause no significant delay to the licensing activities. The Human Resource Pool

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shall be kept fully staffed with qualified personnel. Training specific to license defense activities for BSC employees shall be kept current. Any replacements for the lead personnel will be approved by the Director, RAO. Any replacements in the remaining complement of qualified personnel will be selected by BSC, but documentation of personnel qualifications will be provided to DOE.

**Acceptance Criteria:** Revisions to the LADP will be provided to DOE in accordance with the procedures for maintenance of the Plan, and will be approved or disapproved by the DOE RAO Director or his designee within 30 days. Proposed replacements for lead personnel shall be provided to DOE prior to selection and will be approved or disapproved by DOE within 5 working days. The Contractor will be given sufficient time to address any disapproval and to provide an acceptable alternative.

**Performance Objective 4:** Maintain the LSO functions in Rockville, MD, with support staff and infrastructure sufficient to support activities during the fee period.

**Due Date: April 1, 2008, to March 31, 2009**

**Completion Criteria:** Maintain lease current for LSO office space. Identify and staff office with qualified personnel to perform the functions identified in the LADP. Establish provisions for “surge support”, e.g., hot bunks, computer capabilities, conference rooms, when changing workload dictates. Maintain service contracts and other maintenance arrangements. The Contractor will document status of LSO functions in the Monthly Report.

**Acceptance Criteria:** DOE will accept, accept with conditions, or reject within 30 calendar days of submittal by BSC of the September 2008 and March 2009 Monthly Reports.

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**SPECIAL EMPHASIS AREA 2: Programmatic**

**Period of Performance: April 1, 2008, through March 31, 2009**

**Total Fee Available: 5% (Apr – Sep 08)  
10% (Oct – Mar 09)**

**Performance Objective 1:** Timely and effective management of a comprehensive Continuous Improvement Program (CIP) in support of the overall DOE program. Implement and manage a proactive Corrective Action Program, Lesson's Learned Program, Self-Assessment Program, and Performance Indicators. Manage the Personal Property Management program and report performance in accordance with the DOE Balanced Scorecard evaluation process. Assist DOE in achieving the goals and objectives contained in Executive Order 13423, Strengthening Federal Environmental, Energy and Transportation Management, and the goals of DOE's Transformational Energy Action Team (TEAM) initiative.

**Due Date:** As required to support CIP activities during April 1, 2008, to March 31, 2009

**Completion Criteria:** Effectively identify, communicate and resolve issues adverse to quality in a timely manner. Proactively reduce error-causing aspects of procedures, processes and human performance. Report property management program performance in accordance with the DOE Balanced Scorecard, and improve performance on a continuous basis. Manage energy usage to minimize impacts on the environment and achieving DOE goals for conservation.

**Performance Objective 2:** Develop, revise as necessary, and maintain a consolidated list of standard and event-based reporting requirements relating to permits (repository and transportation) and other regulations (other than 10 CFR Part 63 related requirements) for local, state, federal and other regulators, including the U.S. Nuclear Regulatory Commission (NRC).

**Due Date:** As required to support permit activities during April 1, 2008, to March 31, 2009

**Completion Criteria:** The permits currently identified as potentially needed for repository construction, excluding Air Quality Class 1 Permit and Nevada Water Permit Appropriation, will be entered in Repository Permits section of the Primavera Scheduling system. For new permits, activities entered will be accurate and specific to each permit and will include but not be limited to such activities as: necessary and appropriate design preparation and receipt of design input; permit application preparation; DOE permit application review; permit application submittal; agency review; receipt of permit; incorporation of permit conditions; and completion of ready to start activities. The level of detail should be appropriate to the immediacy of the permits. For permits currently held, activities entered will also be accurate and specific to each permit and will include such items as required maintenance reporting and other activities required to ensure that the permits remain intact. Permit titles in the Primavera schedule are to be consistent with permit titles used in other Repository environmental permit planning documents. DOE will review this deliverable as draft by May 15, 2008, and final by August 15, 2008.

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**Performance Objective 3:** Demonstrate through continuous evaluations and approved cost-saving proposals, strong support for cost control practices, including self-identified cost savings, process efficiencies, and value-engineering proposals.

**Due Date:** As required to support cost control activities during April 1, 2008, to March 31, 2009

**Completion Criteria:** For all scope and schedule changes, and for new task plans, perform appropriate cost analysis to ensure that the “best value” alternative for performing the work is selected and implemented.

**Performance Objective 4:** Work cooperatively with the successor contractor to transition all work activities, resources (equipment, property, and personnel), and appropriate procedures and processes to ensure operations, design and LA defense activities continue with minimal disruptions of the overall program activities.

**Due Date:** As required to support transition activities primarily from October 2008, through March 2009.

**Completion Criteria:** Proactively manage the BSC transition and turnover activities ensuring that it is completed on schedule with maximum transparency and with minimal disruptions or disagreements. Inventories of resources are complete and turnover occurs with minimal discrepancies. Design and LA defense activities proceed continuously throughout the transition period with only minor disconnects in approach or performance, and the successor contractor is made aware of the strategic direction and any outstanding major issues prior to the end of the transition period.

**Acceptance Criteria:** Determination of actual fee earned shall be a single value based performance evaluation of all four Performance Objectives collectively, as determined by the Performance Monitor(s).

**ATTACHMENT 2**

**FORMAT**

**PERFORMANCE MONITOR EVALUATION REPORT**

**I. EVALUATION PERIOD:** \_\_\_\_\_

**II. DOE PERFORMANCE MONITOR:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**III. PERFORMANCE BASED INCENTIVES (PBI) EVALUATIONS:**

**PBI #** \_\_\_\_\_ **Recommended Fee Earned** \_\_\_\_\_

**Discussion:**

**IV. EVALUATION OF AWARD FEE SPECIAL EMPHASIS AREAS:**

**SEA #** \_\_\_\_\_ **Adjective Rating** \_\_\_\_\_

**Discussion:**

Discussion summaries should describe the method used to evaluate timeliness, quality and completion of performance objectives/measures; clarifying remarks regarding the timeliness and sufficiency of the products/activities against defined performance objectives/measures; identification of significant deviations; rationale for recommended fee payment/rating (if necessary, provide computations); and mitigating factors, if any, that were considered in determining the amount of fee.

Areas to consider:

1. Contractor monthly performance indicator results including positive or negative trends.
2. Management reviews and reports including the new monthly reviews.
3. Contractor's self-assessment report.
4. DOE independent and program assessments.
5. Issues and corrective action of issues

**ATTACHMENT 3**

**FEE DETERMINATION OFFICIAL**

Director, Office of Project Management and Procurement

**PERFORMANCE EVALUATION BOARD  
MEMBERSHIP**

Procurement Director - Chair

Principal Deputy Director - Member

Director, Office of Quality Assurance - Member

Director, Office of the Chief Engineer - Member

Director, Regulatory Authority Office - Member

Director, Construction Management and Site Operations Office - Member

Director, Waste Management Office - Member

Director, Office of Logistics Management - Member

Director, Disposal Operations Office - Member

Director, Office of Project Management & Procurement - Member

Director, Office of Government Services - Member

Director, Office of the Chief Scientist - Member

Director, Office of External Affairs - Member

Contracting Officer - Member

**DOE OCRWM PERFORMANCE EVALUATION AND MEASUREMENT PLAN  
BECHTEL SAIC COMPANY, LLC – CONTRACT DE-AC28-01RW12101**

**ATTACHMENT 4**

<b>OFFICE OF CIVILIAN RADIOACTIVE WASTE MANAGEMENT PERFORMANCE EVALUATION AND MEASUREMENT PLAN CHANGE REQUEST</b>	QA:  Page of
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1. Initiator of Change Request:	2. Office Symbol:	3. Phone No:	
4. Current Version of PEMP:	a. Revision No:	b. Change No:	5. Date of Request:
6. Reason for Request:			
7. Authority for Change: a. Technical Direction Letter <input type="checkbox"/> b. Contracting Officer Letter <input type="checkbox"/> c. Baseline Change Proposal <input type="checkbox"/> d. Other <input type="checkbox"/>	e. Explain reason for change here, if necessary: (required for Other)		
8. Section No. in PEMP of Change:			
9. Exact Wording: (rewrite the section with changes identified)			
10. Request Disposition: a. Accepted, Change Implemented <input type="checkbox"/> b. Accepted with Changes <input type="checkbox"/> c. Rejected <input type="checkbox"/> d. Other <input type="checkbox"/>	11. Comments: (including changes made, rejection reason, or other)		
12. Approved By:	13. Effective Date:	14. New PEMP Rev No/Change No.:	
		a. Rev No:	b. Change No.:

1137 (Rev. 02/28/2005)