

**SECTION J, ATTACHMENT J.4**

**PERFORMANCE EVALUATION AND  
MEASUREMENT PLAN  
FISCAL YEAR 2021**

**(Revision 0)**

**Fiscal Year 2021**

**Performance Evaluation and Measurement Plan**  
**(Revision 0)**  
**For**  
**Washington River Protection Solutions LLC**

**Performance Evaluation Period:**  
**October 1, 2020 through September 30, 2021**

**Issued by:**



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**Brian T. Vance**  
**Fee-Determining Official**  
**U.S. Department of Energy,**  
**Office of River Protection**

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**Date**

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**ABBREVIATIONS AND ACRONYMS**

CCD	Construction Completion Document
CO	Contracting Officer
DOE	U.S. Department of Energy
FDO	Fee-Determining Official
FY	fiscal year
HIHTL	Hose-in-Hose Transfer Line
ORP	Office of River Protection
PBI	Performance Based Incentives
PEMP	Performance Measurement and Evaluation Plan
PEP	Project Execution Plan
SEA	Special Emphasis Area
TCC	Tank Closure Contract
TPA	Tri-Party Agreement

## INTRODUCTION

In accordance with FAR 16.401, "General," this Performance Measurement and Evaluation Plan (PEMP) has been established for Contract No. DE-AC27-08RV14800, *Tank Operations Contract*. This PEMP utilizes a combination of objective Performance Based Incentives (PBI) and subjective award-fee criteria to encourage contractor excellence in performing the operations, construction, and maintenance of the Hanford Tank Farms.

The PEMP gives the U.S. Department of Energy (DOE), Office of River Protection (ORP) a tool to identify and reward superior performance and incentivize the highest levels of excellence in specific focus areas, but not at the expense of safety, cost, schedule, or technical performance in the balance of scope. Furthermore, the PEMP defines the ORP approach for evaluating, documenting, and providing award fee to the contractor for the execution of contract requirements, as defined in Contract No. DE-AC27-08RV14800.

### Fee Concept

The total award fee is made available to earn through two components: (a) objective award fee, earned through the completion of PBIs; and (b) subjective award fee, earned via the subjective evaluation of the contractor's performance, in accordance with the subjective evaluation criteria outlined in this PEMP.

a. Objective Award Fee

Emphasis is placed on end-state objective PBIs that support, but are not limited to, workscope aligned with DOE Office of Environmental Management corporate metrics, DOE Office of Environmental Management priorities, the Federal Baseline, mission milestones, *Hanford Federal Facility Agreement and Consent Order* (Tri-Party Agreement [TPA]) and consent decree milestones, and operational needs.

b. Subjective Award Fee

The contractor is required to accomplish and manage the balance of the TOC workscope that is not incentivized by objective award fee. Much of this work, including support and/or deliverables, does not lend itself to be objectively measureable. Therefore, these efforts are measured subjectively by the criterion defined in this PEMP and are further evaluated by the Fee-Determining Official (FDO), who may use discretionary factors in determining the amount of subjective award fee earned.

Each PBI will be considered a terminal milestone, unless otherwise stated, which will be evaluated during the period of performance on a pass/fail basis in accordance with the specified completion criteria and terminal date. Should the contractor fail to meet the specified completion criteria and/or terminal date of the PBI, the contractor will forfeit 100 percent of the fee allocated to the PBI. Unearned fee is not available to be earned in any subsequent evaluation period. In the event of unsatisfactory performance in any subjective performance area, including safety and health, during the execution of a PBI, a reduction in PBI fee shall occur.

**Allocation of Fee Pools**

The valuation of PBIs will be determined by ORP, with consideration given to the value of the incentivized workscope, mission and/or regulatory significance, and other means in which the scope may be incentivized, including incentives implemented in prior Project Execution Plans (PEP).

Upon valuation of the PBIs, the remaining total available fee pool will be allocated as subjective award fee to be earned via the subjective evaluation of the contractor’s performance in accordance with the subjective evaluation criteria outlined in this PEMP (see Table 1). At no point are the fee pools required to maintain an agreed-upon split represented either by a percentage or a dollar value.

Table 1. Award-Fee Pools.

Award Fee	Value
Objective Award Fee Available	<b>\$18,975,000</b>
Subjective Award Fee Available	Remainder of the FY21 Available Fee Pool
<b>Total Award Fee Available</b>	<b>To Be Determined</b>

FY = fiscal year.

**Total Available Fee Alignment and Earnings in the Event of Early Contract Termination**

In the event of early contract termination, the remaining fee associated with in-progress PBIs that have not surpassed their terminal date(s) will be reallocated to the subjective fee pool and equally distributed among the special emphasis areas (SEA) to be earned based on the subjective evaluation of the contractor’s performance.

Upon conclusion of the PEP, the fiscal year (FY) 2021 available-fee pool may be adjusted to account for pending contract changes and any work not to be performed within the period of performance that may affect the total available fee pool for FY 2021.

**Evaluation Process**

ORP will evaluate and measure performance against the subjective award-fee criteria on a quarterly basis in accordance with DOE-PRO-AM-50472, *Cost Plus Award Fee Administration*.

At the end of the PEP, the FDO and performance evaluation board will evaluate the contractor’s performance and assign adjectival ratings to the subjective award-fee, based on performance during the entirety of the PEP.

**Contractor Self-Assessment**

Following the performance evaluation period, the contractor shall submit a self-assessment

within 10 calendar days after the end of the performance period.

The contractor self-assessment shall be self-critical and must address both the strengths and weaknesses, as well as opportunities for improvement, 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 to avoid their recurrence. The contractor shall provide an electronic copy of the self-assessment report to the ORP CO.

### **Monthly Performance Based Incentive Completion Submittal**

Within 10 working days after the end of a calendar month, the contractor shall provide the ORP CO with a list of the PBIs completed in that month and supporting documentation demonstrating completion of the PBIs in accordance with the defined completion criteria. The contractor will provide an electronic copy of its monthly PBI completion report to the ORP CO.

### **Provisional Payment of Fee**

Provisional payment of fee has no implications for the Government's eventual determination that the contractor has or has not earned the associated available fee. Provisional payment of fee is a separate and distinct concept from earned fee. The contractor, for example, could receive 100 percent of the possible provisional fee payments yet not earn any fee (the contractor would be required to return all of the provisional fee payments). The contractor, for example, could receive 0 percent of the possible provisional fee payments yet earn the entire amount of available fee (it would not receive any fee payments until the Government's determination that the contractor had earned the associated available fee for the incentive).

If the CO determines the contractor has not met the requirements to retain any provisionally paid fee and notifies the contractor, the contractor must return that provisionally paid fee to the Government within 30 days:

- (i) The contractor's obligation to return the provisional paid fee is independent of its intent to dispute or its disputing the CO's determination; and
- (ii) If the contractor fails to return the provisionally paid fee within 30 days of the CO's determination, the Government, in addition to all other rights that accrue to the Government and all other consequences for the contractor due to the contractor's failure, may deduct the amount of the provisionally paid fee from amounts it owes under invoices; or any other amount it owes the contractor for payment, financing, or other obligation.

### **Performance Measurement and Evaluation Plan Change Control**

Proposed changes to the PEMP may be initiated via the Performance Evaluation and Measurement Plan Change Request (Attachment 1).

### **Minor Changes Not Affecting Fee or Process**

Changes to the PEMP that do not affect the award-fee criteria or process may be made and implemented unilaterally by ORP at any time, without the concurrence of the contractor. These

changes include editorial clarifications; establishment of the total available-fee pool, including valuation of objective and subjective elements following contract negotiations; and/or other insignificant changes not affecting award-fee criteria or processes.

### **Changes Affecting Fee or Process**

Changes to the PEMP may be made unilaterally by ORP before the start of a new evaluation period. Examples of such changes may include changing evaluation criteria, modifying objective PBI completion criteria and/or terminal dates, and revising the distribution of fee dollars. Such changes will take effect at the start of the new evaluation period.

After an evaluation period has begun, ORP and the contractor shall make every attempt at negotiating changes by the mutual agreement of the parties. However, if the removal and/or addition of PBIs is deemed necessary during the PEP, ORP may unilaterally add and/or remove PBIs and/or adjust the distribution of fee dollars. Adjustments to the distribution of fee may include reallocation of objective fee to the subjective-fee pool, reallocation of subjective fee to the objective-fee pool for new PBIs, and reductions in the total available-fee pool that may result from the deletion of PBIs and/or workscope. Such changes will take effect upon the contractor's receipt of the revised PEMP.

### **References**

Contract No. DE-AC27-08RV14800, *Tank Operations Contract*, Washington River Protection Solutions LLC, U.S. Department of Energy, Office of River Protection, Richland, Washington, as amended.

DOE-PRO-AM-50472, *Cost Plus Award Fee Administration*, U.S. Department of Energy, Richland, Washington, as amended.

Ecology, EPA, and DOE, 1989, *Hanford Federal Facility Agreement and Consent Order*, Washington State Department of Ecology, U.S. Environmental Protection Agency, and U.S. Department of Energy, Olympia, Washington, as amended.

FAR 16.401, "General," *Federal Acquisition Regulation*, as amended.

**PERFORMANCE BASED INCENTIVES**

Table 2. Objective Fee Pool Performance Based Incentives.

<b>Performance Based Incentive</b>	<b>Value</b>
PBI-63.0, Tank-Side Cesium Removal and Waste Feed Delivery	\$4,037,500
<b>Total FY 2021 Objective Capital Fee Available</b>	<b>\$4,037,500</b>
PBI-64.0, Retrieval and Closure	\$5,962,500
PBI-65.0, Operations and Integrity	\$8,975,000
<b>Total FY 2021 Objective Expense Fee Available</b>	<b>\$14,937,500</b>
<b>Total FY 2021 Objective Fee Available</b>	<b>\$18,975,000</b>

FY = fiscal year.

**PBI-63.0, Tank-Side Cesium Removal and Waste Feed Delivery**

Table 3. Tank-Side Cesium Removal and Waste Feed Delivery Performance Based Incentives.

Milestone	Method	Fee Value	Due Date	Fund Type
63.0.01	Terminal	\$2,250,000	March 31, 2021	Capital
63.0.02	Terminal	\$1,787,500	September 30, 2021	Capital
<b>Total</b>		\$4,037,500		

**Fee Bearing Milestones**

63.0.01 Complete installation of low-activity waste feed piping for SN-637 and SN-700 by March 31, 2021. The contractor shall earn \$2,250,000 fee upon completion.

Workscope/Completion Criteria

Complete installation of the SN-637 piping spools 637-201 through 637-213 and SN-700 piping spools 700-301 through 700-313.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package(s) signature page approved through Operations Acceptance, and, where applicable, a copy of the Construction Completion Document (CCD).

63.0.02 Complete Tank-Side Cesium Removal system readiness activities and issue the readiness to proceed memorandum by September 30, 2021. The contractor shall earn \$1,787,500 fee upon completion.

Workscope/Completion Criteria

Complete Tank-Side Cesium Removal system readiness activities, including resolution of pre-start findings, and issue the readiness to proceed memorandum declaring readiness for the Department of Energy operational readiness assessment.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the readiness to proceed memorandum for the Tank-Side Cesium Removal system.

**PBI-64.0, Retrieval and Closure**

Table 4. Retrieval and Closure Performance Based Incentives.

Milestone	Method	Fee Value	Due Date	Fund Type
64.0.01	Terminal	\$525,000	September 30, 2021	Expense
64.0.02	Terminal	\$1,687,500	September 30, 2021	Expense
64.0.03	Terminal	\$1,875,000	September 30, 2021	Expense
64.0.04	Terminal	\$1,875,000	September 30, 2021	Expense
<b>Total</b>		\$5,962,500		

**Fee Bearing Milestones**

64.0.01 Complete removal, disposal, and installation of Hose-in-Hose Transfer Lines to support A Farm retrieval by September 30, 2021. The contractor shall earn \$525,000 fee upon completion.

Workscope/Completion Criteria

Complete removal, disposal, and installation of Hose-in-Hose Transfer Lines (HIHTL) to support A Farm retrieval to include the following:

- Complete field removal and packaging of all Tank 241-AY-102 to AP Farm HIHTLs for shipment to a treatment or disposal facility to provide installation footprint for A Farm waste transfer lines in support of A Farm waste retrieval
- Install all necessary HIHTLs from the A Farm POR626 splitter box to Tank 241-AP-101 or as designed to support A Farm waste retrieval

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work record entry documenting Operations Acceptance for the removal, packaging, and disposal of all Tank 241-AY-102 to AP Farm HIHTLs, and a copy of the work record entry documenting Operations Acceptance for the installation of the necessary HIHTLs from the A Farm POR626 splitter box to Tank 241-AP-101.

64.0.02 Complete waste retrieval activities and submit the retrieval completion certification reports for Tank 241-AX-102 and Tank 241-AX-104 to the Office of River Protection by September 30, 2021. The contractor shall earn \$1,687,500 fee upon completion.

Workscope/Completion Criteria

Complete waste retrieval activities and submit the retrieval completion certifications for Tank 241-AX-102 and Tank 241-AX-104 to the ORP in support of consent decree milestone D-16B-03, “Of the 12 SSTs Referred to in B-1 and B-2, Complete Retrieval of Tank Wastes in at Least 5.”

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the retrieval completion certification report for Tank 241-AX-102, and a copy of the retrieval completion certification report for Tank 241-AX-104.

- 64.0.03 Complete waste retrieval system construction and initiate waste retrieval operations for Tank 241-AX-103 by September 30, 2021. The contractor shall earn \$1,875,000 fee upon completion.

Workscope/Completion Criteria

Complete waste retrieval system construction, including approval of the operational readiness checklist, and initiate waste retrieval operations at Tank 241-AX-103.

Completion Document

Letter transmitting the performance expectation completion notice and a copy of the signed operational readiness checklist, a copy of the CCD, and a letter report demonstrating successful initiation of retrieval operations for Tank 241-AX-103.

- 64.0.04 Complete installation of the TX Farm interim surface barrier by September 30, 2021. The contractor shall earn \$1,875,000 fee upon completion.

Workscope/Completion Criteria

Complete installation of the TX Farm interim surface barrier and stormwater conveyance system and necessary documentation to satisfy TPA milestone M-045-92Y, "Complete Construction of Barrier 3 in 241-TX Farm."

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package(s) signature page approved through Operations Acceptance, and, where applicable, a copy of the CCD.

**PBI-65.0, Operations and Integrity**

Table 5. Operations and Integrity Performance Based Incentives.

Milestone	Method	Fee Value	Due Date	Fund Type
65.0.01	Terminal	\$225,000	March 31, 2021	Expense
65.0.02	Terminal	\$656,250	September 30, 2021	Expense
65.0.03	Terminal	\$1,687,500	September 30, 2021	Expense
65.0.04	Terminal	\$1,875,000	September 30, 2021	Expense
65.0.05	Terminal	\$2,250,000	September 30, 2021	Expense
65.0.06	Terminal	\$150,000	March 31, 2021	Expense
65.0.07	Terminal	\$150,000	June 30, 2021	Expense
65.0.08	Terminal	\$150,000	September 30, 2021	Expense
65.0.09	Terminal	\$225,000	June 30, 2021	Expense
65.0.10	Terminal	\$281,250	September 30, 2021	Expense
65.0.11	Terminal	\$337,500	September 30, 2021	Expense
65.0.12	Terminal	\$337,500	September 30, 2021	Expense
65.0.13	Terminal	\$650,000	June 30, 2021	Expense
<b>Total</b>		\$8,975,000		

**Fee Bearing Milestones**

65.0.01 Complete fabrication and delivery of the remaining equipment for the Immobilized Low-Activity Waste transporter system and turnover to the designated owner(s) for Waste Treatment and Immobilization Plant hot commissioning by March 31, 2021. The contractor shall earn \$225,000 fee upon completion.

Workscope/Completion Criteria

Complete fabrication and delivery of the remaining Immobilized Low-Activity Waste transporter equipment to include additional pallets necessary for a cumulative total of 43 pallets. All procured and/or fabricated material and equipment must be received through green-tag acceptance.

Completion criteria shall include the turnover of the Immobilized Low-Activity Waste transporter system and technical baseline to the designated owner(s) to support Waste Treatment and Immobilization Plant hot commissioning.

Completion Document

Letter transmitting the performance expectation completion notice, documentation of the receipt and green-tag acceptance of the procured and/or fabricated item(s), and a

copy of the completed property transfer form, including documentation demonstrating turnover to the designated owner(s).

- 65.0.02 Complete installation and turnover of the Effluent Treatment Facility ultraviolet/oxidation system upgrades by September 30, 2021. The contractor shall earn \$656,250 fee upon completion.

Workscope/Completion Criteria

Complete installation and turnover of the Effluent Treatment Facility ultraviolet/oxidation system upgrades to operations.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and, where applicable, a copy of the CCD.

- 65.0.03 Complete installation and turnover of the Effluent Treatment Facility monitor control system upgrades by September 30, 2021. The contractor shall earn \$1,687,500 fee upon completion.

Workscope/Completion Criteria

Complete installation and turnover of the Effluent Treatment Facility monitor control system upgrades to operations.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and, where applicable, a copy of the CCD.

- 65.0.04 Complete construction and turnover of the Liquid Effluent Retention Facility Basin 41 by September 30, 2021. The contractor shall earn \$1,875,000 fee upon completion.

Workscope/Completion Criteria

Complete construction and turnover of the Liquid Effluent Retention Facility Basin 41.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and, where applicable, a copy of the CCD.

- 65.0.05 Complete replacement and turnover of the Liquid Effluent Retention Facility Basin 44 cover by September 30, 2021. The contractor shall earn \$2,250,000 fee upon completion.

Workscope/Completion Criteria

Complete replacement and turnover of the Liquid Effluent Retention Facility Basin 44 cover.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and, where applicable, a copy of the CCD.

- 65.0.06 Complete ultrasonic testing and air slot visual inspections of the first of three double-shell tanks by March 31, 2021. The contractor shall earn \$150,000 fee upon completion.

Workscope/Completion Criteria

Perform ultrasonic testing and a refractory air slot visual inspection of the first of three double-shell tanks. The ultrasonic testing shall include, at a minimum, the primary walls of the annulus, the floor of the annulus, and the primary tank bottom of each tank. Completion criteria shall include the final report(s) summarizing the inspection results released through the Smart Plant Foundation.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and a copy of the final report(s) summarizing the inspection results released through the Smart Plant Foundation.

- 65.0.07 Complete ultrasonic testing and air slot visual inspections of the second of three double-shell tanks by June 30, 2021. The contractor shall earn \$150,000 fee upon completion.

Workscope/Completion Criteria

Perform ultrasonic testing and a refractory air slot visual inspection of the second of three double-shell tanks. The ultrasonic testing shall include, at a minimum, the primary walls of the annulus, the floor of the annulus, and the primary tank bottom for each tank. Completion criteria shall include the final report(s) summarizing the inspection results released through the Smart Plant Foundation.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and a copy of the final report(s) summarizing the inspection results released through the Smart Plant Foundation.

- 65.0.08 Complete ultrasonic testing and air slot visual inspections of the third of three double-shell tanks by September 30, 2021. The contractor shall earn \$150,000 fee upon completion.

Workscope/Completion Criteria

Perform ultrasonic testing and a refractory air slot visual inspection of the third of three double-shell tanks. The ultrasonic testing shall include, at a minimum, the primary walls of the annulus, the floor of the annulus, and the primary tank bottom for each tank. Completion criteria shall include the final report(s) summarizing the inspection results released through the Smart Plant Foundation.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and a copy of the final report(s) summarizing the inspection results released through the Smart Plant Foundation.

- 65.0.09 Complete one double-shell tank core sampling evolution by June 30, 2021. The contractor shall earn \$225,000 fee upon completion.

Workscope/Completion Criteria

Complete one double-shell tank core sampling evolution to support the tank integrity program, as described in the applicable Tank Sampling and Analysis Plan. At a minimum, the Tank Sampling and Analysis Plan shall identify the type of sample, the technical need for sampling activity, the location of samples, and the sampling requirements

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the sample chain of custody, and a copy of the sampling datasheet.

- 65.0.10 Complete installation and turnover of the 242-A Evaporator documented safety analysis system upgrades by September 30, 2021. The contractor shall earn \$281,250 fee upon completion.

Workscope/Completion Criteria

Complete installation and turnover of the 242-A documented safety analysis system upgrades.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and, where applicable, a copy of the CCD.

- 65.0.11 Complete installation and turnover of the Tank 241-AW-102 feed pump replacement by September 30, 2021. The contractor shall earn \$337,500 fee upon completion.

Workscope/Completion Criteria

Complete installation and turnover of the Tank 241-AW-102 feed pump replacement.

Completion Document

Letter transmitting the performance expectation completion notice, a copy of the work package signature page approved through Operations Acceptance, and, where applicable, a copy of the CCD.

- 65.0.12 Complete fabrication and field preparations for the 242-A Evaporator slurry and feed line replacement project by September 30, 2021. The contractor shall earn \$337,500 fee upon completion.

Workscope/Completion Criteria

Complete fabrication and delivery of the 242-A Evaporator slurry and feed line replacement components received through green-tag acceptance; excavation of the 242-A Evaporator slurry and feed line replacement location; and jumper removal, nozzle installation, and laser scanning at the following locations:

- AW-02A valve pit
- AW-02E valve pit
- AW-B valve pit
- 242-A Evaporator pump room.

Completion criteria shall include the receipt of the final reports documenting the laser scan results.

Completion Document

Letter transmitting the performance expectation completion notice, documentation of the receipt and green-tag acceptance of the procured and/or fabricated item(s), a copy of the final report documenting the laser scan results, a copy of the work package signature

page approved through Operations Acceptance, and, where applicable, a copy of the CCD.

- 65.0.13 Update the River Protection Program mission lifecycle baseline and submit a baseline change request for implementation for Office of River Protection review and acceptance by June 30, 2021. The contractor shall earn \$650,000 fee upon completion.

Workscope/Completion Criteria

Update the River Protection Program mission lifecycle baseline and submit a baseline change request for implementation for ORP approval. The update should include current contractor lifecycle cost estimates, schedule data, planning assumptions, and results from System Plan 9. The lifecycle baseline update and baseline change request shall include the incorporation and/or disposition of recommendations from the Hanford Life Cycle Cleanup Baseline change control board.

The lifecycle baseline update shall be submitted to the ORP for approval in the form of a baseline change request seeking authorization to implement the updated lifecycle baseline. The lifecycle baseline update and accompanying baseline change request shall be in alignment with ORP mission objectives, free of errors, and of high quality with sufficient detail to support ORP review within 60 calendar-days of receipt and possible transmittal to DOE Headquarters. Should the updated lifecycle baseline and accompanying baseline change request be lacking the quality and detail necessary to support ORP review and, if needed, transmittal to DOE Headquarters with the recommendation for unconditional approval, the PBI shall be considered incomplete.

Completion Document

Letter transmitting the performance expectation completion notice and a copy of the baseline change request for implementation of the updated lifecycle baseline for ORP review and acceptance.

**SUBJECTIVE AWARD FEE**

The subjective award-fee pool will be evaluated by performance monitors in accordance with DOE-PRO-AM-50472, *Cost Plus Award Fee Administration*, and the criteria outlined in this PEMP. Upon completion of the PEP, ORP will evaluate the contractor’s performance against the subjective award-fee criteria and will assign a adjectival ratings for each SEA which will be used to determine the subjective award fee to be earned for the PEP.

The subjective award-fee dollars earned will be the product of the subjective award fee available and the percent of subjective award fee to be earned, as determined by the FDO, in accordance with the ranges and criteria prescribed in Table 16-1 of FAR 16.401, below.

**FAR 16.401, “General”  
 Table 16-1**

**ADJECTIVAL RATINGS & APPLICABLE PERCENTAGES FOR FEE EARNED**

<b>Award-Fee Adjectival Rating</b>	<b>Award-Fee Pool Available To Be Earned</b>	<b>Description</b>
Excellent	91%-100%	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Very Good	76%-90%	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Good	51%-75%	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Satisfactory	No Greater Than 50%	Contractor has met overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Unsatisfactory	0%	Contractor has failed to meet overall cost, schedule, and technical performance requirements of the contract in the aggregate as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

While specific subjective evaluation-criterion have been noted, ORP may evaluate the contractor on its overall performance and compliance with contract terms and conditions, as well as applicable standards and requirements, which could result in additional adjustments to the overall rating of the total subjective award fee at the discretion of the FDO. The overall evaluation of the contractor’s performance will take into consideration the responsiveness to, and management of, performance and assessment areas needing attention, as identified by contractor self-assessments, ORP assessments, and external reviews throughout the PEP.

Table 6. Subjective Award-Fee Special Emphasis Areas.

Special Emphasis Area	Value
Management of Hanford Tank Farms and Business Operations	40% of the Available Subjective Award-Fee Pool
Conduct of Operations, Engineering, Maintenance, and Nuclear Safety	35% of the Available Subjective Award-Fee Pool
Environment, Safety, Health, and Quality	25% of the Available Subjective Award-Fee Pool
<b>Total Subjective Award-Fee Pool</b>	Remainder of the FY21 Available Fee Pool

FY = fiscal year.

### SUBJECTIVE AWARD-FEE EVALUATION CRITERIA

In any emphasis area, the contractor will be evaluated on its ability to maintain safe and compliant operations in accordance with regulatory and contractual requirements. Consideration of the contractor’s performance will include effective management at all levels, overall or specific risk reductions, and contractor efficiencies (responsiveness, reduced costs, etc.) created or generated in the conduct of work.

Furthermore, the contractor will be evaluated on its ability to identify and implement continuous improvement opportunities to overcome inefficiencies and actively identify repeatable opportunities for improvement in other programs and/or projects. Efforts should include collaboration with other organizations and DOE contractors to share applicable lessons learned, innovative solutions, potential cost saving initiatives, improvements, and efficiencies. The contractor should work proactively with the ORP Hanford Office of Communications to support enhanced communications and collaboration with all key stakeholders and other Hanford contractors. Furthermore, the contractor is expected to demonstrate proactive communication with corporate officials and parent companies to identify project issues early and resolve.

The contractor is expected to utilize critical self-assessments and meaningful performance indicators to monitor program health and performance against program goals and/or requirements. Additionally, contractor evaluations will include the timely notification and resolution of non-compliances and/or other external-identified, contractor-identified, and self-revealing issues, as well as the effectiveness of the contractor’s corrective actions in any program.

To be minimally acceptable, all of the contractor’s formal products required by contract, DOE order, regulation, procedure, plan, or DOE written direction shall be complete, accurate, and on schedule.

## **SEA 1 - Management of Hanford Tank Farms and Business Operations**

### **Management of Hanford Tank Farms**

- Manage, safely and compliantly, the Hanford Tank Farms to treat tank waste, close Hanford tanks, and support the Direct-Feed Low-Activity Waste (DFLAW) mission through demonstrated safety leadership and risk-informed, conservative decision-making to maintain the integrity and readiness of the tank farms and ancillary facilities for DFLAW.
- Support the DFLAW program through effective management of physical and data interfaces between projects, resolution of technical and operational gaps that may impact DFLAW operations, and submittal of quality team products that are fully developed and supported by clear and sound basis.
- Enhance communications, teamwork, and trust between DFLAW program partners to unify all aspects of the integrated DFLAW program while effectively coordinating DFLAW projects to ensure competing and/or unaligned priorities are identified and resolved between contractors and/or are elevated through the DFLAW program. Effectively manage, schedule, and track interfaces between projects so that the integrated DFLAW program is completed successfully and that the DFLAW portfolio of projects operate as an integrated system without gaps or conflicts at the project and/or contractor interfaces. Ensure solutions brought to DOE are timely and represent best value outcomes, products are fully developed with specific actions and vetted recommendation as necessary, and that resulting actions are tracked to closure.
- Maintain integrity and readiness through routine testing and inspection of the tank farms and ancillary facilities, including, but not limited to, single-shell tanks, double-shell tanks, the waste transfer system, and mission critical facilities (i.e., the 242-A Evaporator, the Liquid Waste Processing Facility, etc.). Testing and inspection methods include, but are not limited to, camera visual inspection, pneumatic and hydrostatic pressure testing, and non-destructive examination via ultrasonic testing and/or other means. Where deficiencies and/or degradation are identified, the contractor will be evaluated on its responsiveness and management efforts to correct the occurrence and/or mitigate associated risks.

### **Business Operations**

- Maintain a compliant and effective integrated Earned Value Management System from which cost and schedule performance can be evaluated. Favorable and/or unfavorable cost and schedule performance shall be communicated to ORP to include, at a minimum, a variance analysis containing the issue, cause, impact, mitigation strategy, and/or corrective action, etc. The contractor will also be evaluated on other objective and/or subjective elements related to cost and schedule performance to include, but are not limited to, critical path and float analysis, identification of cost and schedule savings, and schedule health metrics. Additionally, the contractor will be evaluated on its ability to maintain a Lifecycle Baseline Schedule to include estimated costs and support development of the integrated Hanford Life-Cycle Cleanup Baseline.

- Identify project and program risks, triggers, and handling actions, including the effectiveness of risk program management and the use of the Enterprise Risk and Opportunity Management System. Risk registers shall be updated regularly and in a timely manner to include new risks and/or opportunities, realization of risks, impacts, and effectiveness of handling actions. The contractor will be evaluated on proactive measures taken to identify and mitigate project risks.
- Maintain a compliant estimating system with respect to the U.S. Government Accountability Office's 12-step cost estimating processes and best practices. The estimating system and the processes shall be reviewed for accuracy of estimates and to determine if process changes or improvements are needed.
- Demonstrate effective subcontract management, including award of subcontracts as scheduled, and inclusion of all requirements, subcontractor audits, and subcontract administration. The contractor will monitor subcontractor performance to ensure compliance with all requirements, including small business subcontracting plans, the *Buy American Act*, and applicable labor statutes.
- Demonstrate effective use of domestic suppliers of personal protective equipment and achieving on-time delivery of personal protective equipment.
- Provide justification of contract change proposals, the contractor's quality of, and/or responsiveness to, requests for rough order of magnitude estimates and schedules, Requests for Proposal, and contract change proposals. The contractor will be evaluated on the quantity and the justification of these items.
- Support integration with the Waste Treatment and Immobilization Plant through system planning and modeling focusing on long-term River Protection Project mission planning, including TPA milestones, and evaluation of near-term opportunities to accelerate and/or enhance mission objectives. The contractor will be evaluated on its performance toward achieving and/or maintaining schedule progress on TPA milestones, consent decree milestones, and other critical milestones to support the mission.

### **Contract Transition**

- Conduct transition of the Hanford Tank Farm work to the new Tank Closure Contract (TCC) contractor that maintains continuity of operations and avoids and/or minimizes disruptions to accomplishing the ORP mission.
- Engage with the TCC contractor upon award and the Notice to Proceed with transition to include weekly transition meetings with ORP and the TCC contractor. The evaluation will include, but is not limited to, adherence with the contract transition plan and the contractor efforts to facilitate a smooth transition to the TCC contractor to perform due diligence of the facilities, equipment, and processes being transferred.
- Complete formal transfer of all equipment and waste inventories, procurement and interface agreements, subcontracts, permits, licenses, policies, plans, procedures, design and engineering media, schedules, project controls tools, risk management records, training and workforce records, and corrective action systems. (This list is not

all-inclusive.)

- Prepare transition completion criteria that documents transition verification checklists between ORP, the contractor, and the TCC contractor that confirms all transition activities are completed to the satisfaction of each party. Following transition, the contractor shall deliver a signed transfer agreement between the contractor and the TCC contractor to support ORP approval of the Declaration of Readiness to execute the contract.

## **SEA 2 - Conduct of Operations, Engineering, Maintenance, and Nuclear Safety**

### **Conduct of Operations**

- Maintain and implement a Conduct of Operations program in accordance with DOE O 422.1, *Conduct of Operations*, consisting of formal documentation, practices, and actions for implementing disciplined and structured operations that support mission success and promote worker, public, and environmental protection.
- Identify and implement continuous improvement initiatives that enhance safety, performance, work efficiency, and minimize the likelihood and consequences of human fallibility or technical and organizational system failures. The contractor's evaluation will include the application of appropriate work control measures in the planning and execution of workscope.

### **Conduct of Engineering and Maintenance**

- Maintain configuration control / management of systems, manage system and equipment obsolescence, and utilize information from operations research modeling. Evaluate and communicate facility and system health and performance regularly to identify and correct deficiencies and seek potential improvements.
- Support sustainable and reliable operations and maintenance of tank farm facilities through active participation in system engineering and reliability engineering programs. Maintain coordination between maintenance, operations, and engineering to collect and monitor data related to equipment performance, degradation and failure, and/or maintenance to identify opportunities to improve system and/or equipment reliability. The contractor's evaluation will include the effectiveness of maintenance programs, management of overdue and delinquent preventative maintenance tasks, condition of safety equipment, and the effect of aging equipment and components on system health.
- Develop and implement innovative solutions/technologies to improve safety, as low as reasonably achievable performance, cybersecurity, and work efficiencies. Evaluation of the contractor's performance will include the contractor's ability to demonstrate the effectiveness of implemented innovative solutions/technologies.

### **Nuclear Safety**

- Maintain a nuclear safety program compliant with 10 CFR 830, "Nuclear Safety Management," to include an effective unreviewed safety-question process in accordance with DOE G 424.1-1B, *Implementation Guide for Use in Addressing Unreviewed Safety Question Requirements*, to identify and evaluate hazards. Should an inadequacy occur, the contractor will be evaluated on its ability to provide timely declaration and management of Potential Inadequacies in the Safety Analysis.
- Develop Documented Safety Analysis amendments proactively to identify and resolve challenges to the safety basis review and implementation of proposed changes prior to transmittal to ORP for approval. The Contractor's evaluation will include performance in the completion of planned improvements identified in HNF-14755, *242-A Evaporator*

*Documented Safety Analysis, and RPP-13033, Tank Farms Documented Safety Analysis.*

### **SEA 3 – Environment, Safety, Health, and Quality**

#### **Environmental**

- Maintain compliance with environmental and regulatory requirements, manage regulatory interfaces, and coordinate permitting actions to include adequate time for DOE and regulatory review.
- Identify and implement innovative and proactive measures to the management of permitting actions to ensure approved permits and/or permit modifications are obtained in a timely manner to mitigate schedule risk.
- Provide timely and accurate input to Hanford Site environmental reports and sitewide compliance initiatives. The contractor's efforts shall include facilitation of timely and quality responses to inspections that are well coordinated between facility operations and DOE to maintain consistent communications with regulatory interfaces.

#### **Safety Program Implementation**

- Maintain and demonstrate safety program compliance with contract requirements, applicable standards, and regulations to ensure worker safety. Safety programs include, but are not limited to, industrial safety; industrial health, including beryllium; Radiological Control; emergency preparedness; and various safety culture programs. The contractor will be evaluated on the demonstrated effectiveness of its safety programs to promote a safety conscious work environment and culture in which employees feel free to raise safety concerns to management and/or regulators without fear of retaliation. This includes the fostering a culture that rewards proactive self-identification and the reporting of issues, including systemic weaknesses, and promotes a bias for action to resolve system weakness and issues leading to sustained continuous improvement.
- Strengthen safety program performance through demonstrated initiatives in work planning, training of staff, safety oversight of work, demonstrated integration among worker protection disciplines, and, where applicable, maintenance of job-specific work-exposure goals.

#### **Quality Assurance**

- Demonstrate improvements, optimization, and effective implementation of a quality assurance program and graded approach to quality that are compliant with contractually imposed standards and integrated throughout all supporting program plans and procedures. This includes the establishment of controls governing the acceptance and use of government-furnished software and software acquired from other Hanford contractors.
- Plan, schedule, and perform effective and rigorous quality assurance surveillances, assessments, and audits consistent with the contractor's graded approach to quality, including bias-based coverage for higher consequence processes and activities.
- Develop and implement enhanced procurement controls to ensure that subcontractors/suppliers are appropriately qualified for the scope of work to ensure that

services and/or delivered items are acceptable when first received from the subcontractor/supplier.

**ATTACHMENT 1**

**PERFORMANCE EVALUATION AND MEASUREMENT PLAN CHANGE REQUEST**

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:		e. Explain reason for change here, if necessary: (required for Other)	
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"/>			
8. Section No. in PEMP of Change:			
9. Exact Wording: (rewrite the section with changes identified)			
10. Request Disposition:		11. Comments: (including changes made, rejection reason, or other)	
a. Accepted, Change Implemented <input type="checkbox"/> b. Accepted with Changes <input type="checkbox"/> c. Rejected <input type="checkbox"/> d. Other <input type="checkbox"/>			
12. Approved By:	13. Effective Date:	14. New PEMP Rev No/Change No.:	
		a. Rev No:	b. Change No.: