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|---|------------------------------------|--|--|
| AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT | | 1. CONTRACT ID CODE | PAGE OF PAGES 1 30 |
| 2. AMENDMENT/MODIFICATION NO. 057 | 3. EFFECTIVE DATE See Block 16C | 4. REQUISITION/PURCHASE REQ. NO. 12EM003674 | 5. PROJECT NO. (If applicable) |
| 6. ISSUED BY Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802 | CODE 00901 | 7. ADMINISTERED BY (If other than Item 6) Savannah River Operations U.S. Department of Energy Savannah River Operations P.O. Box A Aiken SC 29802 | CODE 00901 |
| 8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code) G4S GOVERNMENT SOLUTIONS INC Attn: MIKE GALLAGHER 7121 FAIRWAY DRIVE, SUITE 301 PALM BEACH GARDENS FL 334183766 | | (x) 9A. AMENDMENT OF SOLICITATION NO. | 9B. DATED (SEE ITEM 11) |
| CODE 073891921 | FACILITY CODE | X 10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC30-10CC60025 | 10B. DATED (SEE ITEM 13) 10/08/2009 |

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 ACKNOWLEDGEMENT 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)
See Schedule

13. THIS ITEM ONLY APPLIES TO MODIFICATION 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 date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43 103(b) |
| | C THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: |
| X | D OTHER (Specify type of modification and authority) H.25 Award Fee Plan |

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible)

Tax ID Number: 59-0940269
DUNS Number: 073891921
The purpose of this modification is to incorporate the Fiscal Year (FY) 2013 Award Fee Plan into the contract.

All other terms and conditions remain unchanged.
Period of Performance: 10/08/2009 to 09/30/2019

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) W.D. Phillips, Director Program Support | 16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Angela S. Morton |
| 15B. CONTRACTOR/OFFEROR W.D. Phillips (Signature of person authorized to sign) | 15C. DATE SIGNED 9/28/12 |
| 16B. UNITED STATES OF AMERICA Angela S. Morton (Signature of Contracting Officer) | 16C. DATE SIGNED 09/28/2012 |



**U.S. Department of Energy
Savannah River Site**

AWARD FEE PLAN
Wackenhut Services, Inc. (WSI)/G4S Government Solutions, Inc.
CONTRACT NO. DE-AC30-10CC60025

Performance Period:
October 1, 2012 through September 30, 2013

Approval Page

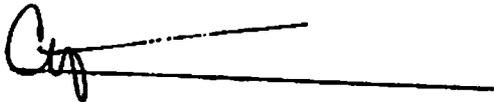
Approval:



Ron Bartholomew
Director, Office of Safeguards, Security and
Emergency Services
DOE - Savannah River Site

9/25/12

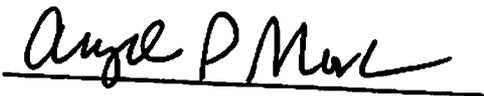
Date



Cynthia Roberson
Contract Specialist (CS)
DOE - Savannah River Site

9/25/12

Date



Angela S. Morton
Contracting Officer (CO)
DOE - Savannah River Site

9/25/2012

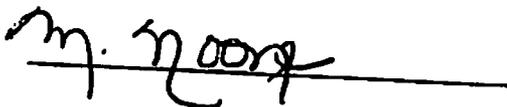
Date



Jeffrey C. Armstrong
Director, Office of Acquisition Management
DOE - Savannah River Site

9/25/12

Date



Office of Chief Counsel
DOE - Savannah River Site

9/25/2012

Date

FY2013 Award Fee Plan
Contract No. DE-AC30-10CC60025
October 1, 2012 - September 30, 2013

Revision Summary Page

| Rev. # | Rev. Date | Affected Sections / Pages | Description of Revision |
|---------------|------------------|----------------------------------|---|
| 0 | October 1, 2012 | All | Initial Issue for this performance period |

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A. Introduction

This Plan covers administration of award fee provisions of Contract DE-AC30-10CC60025, effective October 08, 2009, between U.S. Department of Energy (DOE) Savannah River Site (SRS) and Wackenhut Services, Incorporated (WSI). Modification 038 established the change of the contractor's corporate name (only) from Wackenhut Services, Incorporated to G4S Government Solutions, Inc.

1. The following matters, among others, are covered in the Contract:
 - a. The Contractor is required to provide, operate, and maintain an armed and uniformed protective force for the physical protection of DOE security interests and other such related duties at SRS, and other locations, as may be directed by the Contracting Officer (CO).
 - b. The term of the Contract is from October 8, 2009 through October 7, 2014, with two option periods to extend the contract for up to an additional five years.
 - c. The estimated cost and award fee pool for each Contract period subject to award fee evaluation is set forth in the Contract.
 - d. The estimated cost and award fee pool are subject to equitable adjustments on account of changes or other Contract modifications.
 - e. The award fee earned and payable will be determined periodically by the Fee Determination Official (FDO) in accordance with this Plan. The FDO is the Manager, Savannah River Operations Office (SR). The FDO will have the benefit of input from Headquarters Program Officials through their de facto participation with the Award Fee Evaluation Office (AFEO).
 - f. The government may unilaterally change the matters in this Plan, provided the Contractor receives notice of the changes at least 30 calendar days prior to the beginning of the evaluation period to which the changes apply.
2. The objective of the award fee provision of the Contract is to afford the Contractor an opportunity to earn fee commensurate with the achievement of optimum Contract performance. Optimum performance is not necessarily equated with the highest level of performance achievable in all incentivized areas. Rather, it represents the most favorable degree of performance obtainable in light of the Contractor's most effective utilization of available resources (see the note on Attachment B. Grading Table). DOE expects the Contractor to perform at the highest levels of excellence; however, the standard anticipated rating level of a competent contractor equates to a Met Expectations performance rating. In addition to providing special management emphasis to the Objectives and Criteria identified in this Plan, the Contractor is responsible for striving to attain the highest standards of excellence in executing its responsibilities under the Contract as measured against performance standards consistent with DOE directives, commercial nuclear industry standards and/or DOE-SR approved guidance

documentation for ensuring the protective measures employed are commensurate with the security interest and provide effective safeguards and security in support of the Site's mission. The Contractor is expected to have a strong self-assessment program to measure progress against a standard of excellence. The Contractor will receive favorable ratings for identifying problems to DOE, and developing and implementing corrective actions. Conversely, the Contractor will receive less favorable ratings for failing to identify, report, and correct problem areas in a timely manner.

3. Performance of this contract is evaluated according to technical capability and performance; community, state, and regulator relationships; and corporate perspective as it relates to protective force operations and training, management support, and environment, safety, health and quality assurance.

B. Organizational Structure for Award Fee Administration

The following organizational structure is established for administering the award fee provisions of the Contract.

1. Fee Determination Official (FDO)

- a. The FDO is the Manager, SR.
- b. Primary FDO responsibilities are:
 - (1) Determining the award fee earned and payable for each evaluation period as addressed in Section C.
 - (2) Concurring with matters covered in this Plan changed according to Section D, as appropriate.
 - (3) Appointing an Award Fee Evaluation Office.

2. Award Fee Evaluation Office (AFEO)

- a. The AFEO is the SR Office of Safeguards, Security and Emergency Services (OSSES).
- b. Primary responsibilities of the AFEO are:
 1. Monitoring, evaluating and assessing the Contractor's performance in accordance with the Performance Objectives and Criteria in Attachment F of this Award Fee Plan (AFP).
 2. Meeting with the Contractor during the thirty day period prior to the beginning of the evaluation period to discuss the Objectives, Criteria and Assessment Factors.
 3. Meeting with the Contractor during each month of the evaluation period to discuss the Contractor's performance relative to the established

Performance Objectives and Criteria.

4. Consulting with other SR personnel, as appropriate, including but not limited to the Assistant Manager for Nuclear Materials Stabilization Project (AMNMSP), the NNSA Manager Savannah River Site Office (NNSA-SRSO), Director, Office of Laboratory Oversight, and the Chief Financial Officer, regarding the Contractor's performance.
5. Developing an Award Fee Evaluation Report (AFER) discussing the contractor's performance and containing a recommendation of fee earned for each evaluation period. The Report to the FDO shall include all minor operations or reports.
6. Coordinating and achieving concurrence of the Award Fee Determination Letter with the Deputy Manager (DM), AMNMSP, NNSA-SRSO, Chief Financial Officer, Office of External Affairs, Office of Chief Counsel (legal advisor), and Contracts Management Division (contractual advisor).
7. Developing and coordinating proposed changes to this Plan and recommending those it considers appropriate to the FDO for incorporation into the Plan.

C. Method for Determining Award Fee

A determination of the award fee earned for each evaluation period is to be made by the FDO within sixty calendar days after the submission of the Contractor's self-evaluation at the end of each period. The method to be followed in monitoring, evaluating, and assessing Contractor performance during the period, as well as for determining the award fee earned, is described below. Attachment D summarizes the principal activities and schedules involved.

1. The AFEO shall evaluate the Performance Areas identified in Attachment F of this Plan based upon the Performance Objectives, Criteria, and Assessment Factors set forth therein.
2. The AFEO shall also evaluate how well the contractor met each of the SRS focus areas for each performance objective described in Attachment F of this plan. This assessment evaluates how the task was accomplished in relation to the SRS focus areas.
 - a. Accomplishment of work is directly attributed to contractor's management ability to successfully perform to the expectations of the SRS focus areas. The evaluation objectives are different and distinct; one evaluates how well the work was completed, the other evaluates how effectively the SRS focus areas were addressed in the accomplishment or failure to accomplish the work. It is the effectiveness of addressing the SRS focus areas on which this assessment is based.
 - b. Each focus area is evaluated by each AFEO member relative to his/her scope

of work in the AOP. These evaluations are rolled up to a summary focus area evaluations tier fee determination.

3. The AFEO shall meet with the Contractor on a monthly basis to discuss the Contractor's performance.
4. Within three calendar days after the end of each evaluation period, the Contractor may provide a written self-evaluation of performance during the period. The self-evaluation shall address both the strengths and weaknesses of the Contractor's performance during the evaluation period. Where deficiencies in performance are noted, the Contractor shall describe the actions planned or taken to correct such deficiencies and avoid their recurrence. In other words, the self-evaluation should clearly assess the Contractor's measured performance against the standard of excellence. Eleven copies of the self-evaluation will be provided to the AFEO for distribution.
5. The AFEO shall evaluate the Contractor's self-evaluation, if submitted, and consider its realism in relation to their reports. Differences between the Contractor's evaluation and the AFEO report should be analyzed and discussed in the AFER. The thoroughness and candor of the report will be considered by the FDO as an indicator of the degree to which the Contractor seeks out problems and solutions and as an indicator of the Contractor's understanding of Site issues.
6. At the end of each evaluation period, the AFEO will consider all appropriate performance information it has obtained. The AFEO will then prepare the AFER for the period and submit it to the FDO. The Report will include a recommended award fee with supporting documentation and all minority opinions or reports.
7. The FDO will consider the AFER and discuss it with the AFEO and other personnel, as appropriate. If requested by the Contractor, or if the FDO considers it appropriate, the FDO will meet with the Contractor for discussions. If requested by the FDO, the AFEO and any other personnel involved in performance evaluation may be required to attend the meeting with the Contractor.
8. The FDO will determine the amount of award fee earned during the period. The amount determined may not result solely from mathematical summing, averaging or the application of a formula. The FDO may rely upon the information provided by the AFEO, as well as other reports, including the Contractor's self-evaluation, or supplement this information with personal knowledge (or any other factors and information deemed appropriate) in determining the award fee earned. The FDO determination of the amount of award fee earned will be provided in an Award Fee Determination Statement (AFDS) letter to the Contractor.

D. Changes in Plan Coverage

1. Right to Make Unilateral Changes

Any matters covered in this plan may be changed unilaterally by the government prior to the beginning of an evaluation period by timely notice of at least 30 calendar days to the Contractor in writing. The changes will be made without formal modification of the Contract.

2. Method for Changing Plan Coverage

The method to be followed for changing plan coverage is described below.

- a. Personnel involved with the award fee process are encouraged to recommend changes in Plan coverage with a view toward changing Performance Areas, motivating higher performance levels or improving the award fee determination process.
- b. The AFEO will coordinate identified changes with the Contractor.
- c. Sixty calendar days prior to the end of each evaluation period, the AFEO will submit to the FDO for approval proposed changes applicable to the next evaluation period, with appropriate comments and justification, or inform the FDO that no changes are recommended for the next period.
- d. A minimum of 30 calendar days before the beginning of each evaluation period, the FDO will notify the Contractor in writing of any changes, or that there are no changes. The contractor may recommend changes to the Contracting Officer no later than 30 days prior to the beginning of the new evaluation period. If the Contractor is not provided with the notification, or if the notification is not provided within the 30 calendar days before the beginning of the next period, the existing plan coverage will continue in effect for the next evaluation period, unless the Contractor agrees to accept the proposed changes.

E. General Instructions for Performance Evaluation

1. Monitoring and Assessing Performance

Contractors are encouraged to work effectively to meet objectives and to improve timeliness and quality of performance. In ascertaining the amount of the award to be paid to the Contractor, SR will determine the degree to which the contractor has met established goals. The evaluation process consists of (1) formal semiannual reviews of the Contractor's performance by the Performance Evaluation Committee (PEC); (2) semi-annual reviews of the evaluation reports and recommendations of earned fee by the AFEO; and, (3) final award fee determination by the FDO.

The evaluation process initiates with the AFEO. The AFEO is responsible for monitoring, reviewing and evaluating the Contractor's performance against established criteria, including adherence to generally accepted standards of practice and standard operating procedures, and translating these evaluations into the AFER. The AFEO will also utilize all available performance information (e.g., audits, appraisals, task force reports, etc.) as sources of input to their reports in making their recommendation. The AFEO evaluates the Contractor's self-evaluation and considers its realism in relation to their reports. Differences between the Contractor's evaluation and the AFER should be analyzed and discussed in the Report. The thoroughness and candor of the Report will be considered by the FDO as an indicator of the degree to which the Contractor seeks out problems and solutions, and as an indicator of the Contractor's understanding of Site issues. The evaluation will also appraise a combination of the Contractor's diligence in developing written procedures for all aspects of the Contractor's operation and the degree of adherence of these procedures by the Contractor's employees.

OSSES evaluates contractor programs and management systems, including site assurance systems, for effectiveness of performance (including compliance with requirements) through the performance of S&S Surveys. OSSES conducts S&S surveys in accordance with DOE O 470.4B, *Safeguards and Security Program*. Surveys are conducted to confirm that a Federal or contractor facility meets all security requirements appropriate to the activities conducted at that facility, to inform Federal line management of the effectiveness of the performance of the facility security program, to identify any issues or concerns with the security program so that these can be addressed and corrected, and to allow both contractor and Federal managers to manage risk in an informed and rational manner. S&S Surveys consist of an integrated performance and compliance based evaluation of all applicable topics to determine the overall status of the S&S program at a facility or site and to ensure that S&S systems and processes at the location are operating in compliance with Departmental and national-level policies, requirements, and standards. Surveys are conducted or supervised by Federal security personnel with assistance from contractor personnel as required. OSSES utilizes the issues management process outlined in DOE O 470.4B which categorizes issues based on risk and priority, ensures findings are effectively communicated to the contractors, and ensures that problems are evaluated and corrected on a timely basis.

In addition to the S&S Surveys conducted throughout the year of the Protective Force (PF) Contractor, DOE monitors, evaluates, and assesses the Contractor's performance in accordance with the Performance Objectives and Criteria identified in the Award Fee Plan, to ensure the PF contractor meets all required DOE and Federal requirements. DOE oversight personnel interface with the PF Contractor on a daily basis; review and approve PF Procedures, Job Task Analysis, Annual Training Plan, Management and Staffing plans as required per Federal and/or DOE requirements; observe day to day operations; participate in planning meetings; review self-assessments and survey reports; review organizational metrics on a monthly/quarterly basis; assess customer feedback; and provide formal monthly feedback on their overall performance.

The FDO will review the AFEO recommendations and supporting information and determine the amount of award fee earned by the Contractor. The amount of award fee

earned is determined unilaterally by the FDO.

The FDO may agree with the AFEO recommendation or change the recommended fee as deemed appropriate. The determination for the period is to be made within sixty calendar days after the submission of the Contractor's self-evaluation at the end of each period. The Contractor will be notified promptly of the FDO decision. The FDO determination as to the amount of award fee earned is binding on both parties and shall not be subject to appeal under the "Disputes" clause or any other appeal clause. The Contractor may request reconsideration by the FDO of the amount of award fee earned. Any action in response to the request for reconsideration is solely at the discretion of the FDO. In reviewing requests for reconsideration, emphasis shall be placed on the Contractor's candor and accuracy.

One prime consideration in the evaluation process is that the Contractor must be evaluated on the basis of those factors which are under its control. For example, the Contractor should not be penalized for failure to meet an objective if all Contractor management options have been exercised (e.g., rescheduling other activities, delaying some activities, providing additional resources, etc.) and documented, and additional requisite resources are not made available to the Contractor by SR. It is the PEC responsibility to use factors which the Contractor can control to some degree and to measure the Contractor's performance accordingly. Emphasis should be placed on the level of performance achieved during the period, measured against performance standards consistent with best available practices and procedures, rather than on program status. In some instances, contractor performance may be measured in terms of its rate of improvement recognizing optimum performance may require several performance evaluation periods to achieve.

2. Documenting Evaluation/Assessment

- a. Formal award fee feedback shall be provided by the FDO to the Contractor in the Award Fee Determination Statement.
- b. Copies of all official AFEO documentation of evaluations and assessments shall be attached to the AFER as back-up information. This will permit the AFEO and Contracts Management Division to maintain a complete history of the Contractor's performance during the evaluation period.
- c. All award fee documentation, including evaluation reports and the AFER shall be stamped or marked "PREDECISIONAL - FOR OFFICIAL USE ONLY". The Award Fee Determination Statement provided to the Contractor is considered a public document and is releasable to the general public.

F. Contract Termination

If the contract is terminated for the convenience of the Government after the start of a fee evaluation period, the fee deemed earned for that period shall be determined by the FDO

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using the normal fee evaluation process. After termination for convenience, the remaining fee amounts allocated to all subsequent fee evaluation periods cannot be earned by the contractor and, therefore, shall not be paid.

ATTACHMENT A: Award Fee Evaluation Periods

ESTIMATED COST, BASE FEE AND AWARD FEE

A. Transition Period*

Total Estimated Cost \$0.00

*No fee will be paid during the transition period.

B. Base Period

Year One

| | |
|---|-----------------|
| Total Estimated Cost (exclusive of fee) | \$61,638,536.00 |
| Base Fee (may not exceed 3% of total estimated costs) | \$0.00 |
| Total Available Award Fee | \$3,667,493.00 |
| Award Fee Pool 1 (Months 4 through 6) | \$1,222,497.67 |
| Award Fee Pool 2 (Months 7 through 12) | \$2,444,995.33 |
| Total Estimated Cost, Base Fee and Award Fee | \$65,306,029.00 |

Year Two

| | |
|---|-----------------|
| Total Estimated Cost (exclusive of fee) | \$84,729,660.00 |
| Base Fee (may not exceed 3% of total estimated costs) | \$0.00 |
| Total Available Award Fee | \$5,041,415.00 |
| Award Fee Pool 3 (Months 13 through 18) | \$2,520,707.50 |
| Award Fee Pool 4 (Months 19 through 24) | \$2,520,707.50 |
| Total Estimated Cost, Base Fee and Award Fee | \$89,771,074.00 |

Year Three

| | |
|---|-----------------|
| Total Estimated Cost (exclusive of fee) | \$87,463,782.00 |
| Base Fee (may not exceed 3% of total estimated costs) | \$0.00 |
| Total Available Award Fee | \$5,204,095.00 |
| Award Fee Pool 5 (Months 25 through 30) | \$2,602,047.50 |
| Award Fee Pool 6 (Months 31 through 36) | \$2,602,047.50 |
| Total Estimated Cost, Base Fee and Award Fee | \$92,667,877.00 |

Year Four

| | |
|---|-----------------|
| Total Estimated Cost (exclusive of fee) | \$91,242,807.00 |
| Base Fee (may not exceed 3% of total estimated costs) | \$0.00 |
| Total Available Award Fee | \$5,428,947.00 |
| Award Fee Pool 7 (Months 37 through 42) | \$2,714,473.50 |
| Award Fee Pool 8 (Months 43 through 48) | \$2,714,473.50 |
| Total Estimated Cost, Base Fee and Award Fee | \$96,671,754.00 |

Year Five

| | |
|---|-----------------|
| Total Estimated Cost (exclusive of fee) | \$93,347,259.00 |
| Base Fee (may not exceed 3% of total estimated costs) | \$0.00 |
| Total Available Award Fee | \$5,554,162.00 |
| Award Fee Pool 9 (Months 49 through 54) | \$2,777,081.00 |
| Award Fee Pool 10 (Months 55 through 60) | \$2,777,081.00 |

Total Estimated Cost, Base Fee and Award Fee \$98,901,421.00

C. Option Period 1

Year Six

Total Estimated Cost (exclusive of fee) \$96,465,944.00
Base Fee (may not exceed 3% of total estimated costs) \$0.00
Total Available Award Fee \$5,739,724.00
Award Fee Pool 11 (Months 61 through 66) \$2,869,862.00
Award Fee Pool 12 (Months 67 through 72) \$2,869,862.00
Total Estimated Cost, Base Fee and Award Fee \$102,205,668.00

Year Seven

Total Estimated Cost (exclusive of fee) \$99,584,017.00
Base Fee (may not exceed 3% of total estimated costs) \$0.00
Total Available Award Fee \$5,925,249.00
Award Fee Pool 13 (Months 73 through 78) \$2,962,624.50
Award Fee Pool 14 (Months 79 through 84) \$2,962,624.50
Total Estimated Cost, Base Fee and Award Fee \$105,509,266.00

Year Eight

Total Estimated Cost (exclusive of fee) \$102,930,423.00
Base Fee (may not exceed 3% of total estimated costs) \$0.00
Total Available Award Fee \$6,124,360.00
Award Fee Pool 15 (Months 85 through 90) \$3,062,180.00
Award Fee Pool 16 (Months 91 through 96) \$3,062,180.00
Total Estimated Cost, Base Fee and Award Fee \$109,054,784.00

D. Option Period 2

Year Nine

Total Estimated Cost (exclusive of fee) \$106,321,250.00
Base Fee (may not exceed 3% of total estimated costs) \$0.00
Total Available Award Fee \$6,326,114.00
Award Fee Pool 17 (Months 97 through 102) \$3,163,057.00
Award Fee Pool 18 (Months 103 through 108) \$3,163,057.00
Total Estimated Cost, Base Fee and Award Fee \$112,647,365.00

Year Ten

Total Estimated Cost (exclusive of fee) \$109,746,843.00
Base Fee (may not exceed 3% of total estimated costs) \$0.00
Total Available Award Fee \$6,529,937.00
Award Fee Pool 19 (Months 109 through 114) \$3,262,968.50
Award Fee Pool 20 (Months 115 through 120) \$3,262,968.50
Total Estimated Cost, Base Fee and Award Fee \$116,276,781.00

ATTACHMENT B: Grading Table

Performance Grading

| Award-Fee Adjectival Rating | Award-Fee Pool Available To Be Earned | Description |
|-----------------------------|---------------------------------------|--|
| 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. |

See Definitions and Note on the following page.

ATTACHMENT C: Definitions

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

AWARD FEE EVALUATION REPORT - This is a report provided to the FDO covering the Board's findings regarding the Contractor's overall performance during an evaluation period. The report contains a recommendation to the FDO of the fee earned for the evaluation period.

GOOD PRACTICES - Activities that are consistent with commercial nuclear industry standards, generally accepted business practices, DOE directives, and/or SR Operations Office Directive Implementation Instructions, and Federal regulations and requirements. Compliance with standards, directives and SR Operations Office Directive Implementation Instructions is implicit with satisfactory and above performance ratings (i.e., Good, Very Good, and Excellent) per FAR Table 16-1 (see Attachment B).

NOTABLE - This term indicates an event or sustained level of performance which is of lesser importance than a "significant" event, but nonetheless deserves positive or negative recognition. A sustained level of notable performance may influence the overall performance rating.

PERFORMANCE AREA - An aspect of the Contract Scope of Work identified as an area which is extremely important to DOE and SR. The Contractor's performance under a Performance Area will be the primary basis for payment of the award fee under the Contract.

PERFORMANCE CRITERIA - The basic aspects of performance which breaks down the Performance Objective into the important integral parts which will be evaluated for award fee determination purposes.

PERFORMANCE OBJECTIVE - This is a very broad category of performance which will be evaluated under a Performance Area. Normally it encompasses the performance of a total function or program.

SIGNIFICANT - This term indicates a major event or sustained level of performance which, due to its importance, has a substantial positive or negative impact on the Contractor's ability to carry out its mission. Performance which has a negative impact at this level is subject to documentation in accordance with Contract Clause B.6 (d)(2).

NOTE

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

DOE expects the Contractor to perform at the highest levels of excellence; however, the standard anticipated rating of a qualified, competent and successful Contractor is "Satisfactory" with 50% of the fee earned. Performance ratings will reflect deviations from this standard in the direction of either better or worse performance. Performance ratings above the standard level will reflect the extent to which the Contractor, on its own

initiative, is actively involved in performance improvement activities and the extent to which these actions contribute to more efficient, effective and economical operations.

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

While it is recognized that the basis for determination of the Award Fee shall be the evaluation by the Government, in accordance with the AFP, the FDO may also consider any information available which relates to the Contractor's performance of Contract requirements.

In order for the Contractor to receive all otherwise earned award fee under the contract in an evaluation period, the Contractor must meet the minimum requirements in paragraphs (a) and (b) below. If the Contractor does not meet the minimum requirements, the FDO may make a unilateral determination to reduce otherwise earned award fee for the evaluation period.

(a) Minimum requirements for Environment, Safety & Health (> S&I-I) Program.

The Contractor shall develop, obtain DOE approval of, and implement a Safety Management System in accordance with the provisions of the clause entitled, "Integration of Environment, Safety and Health into Work Planning and Execution." The minimal performance requirements of the system will be set forth in the approved Safety Management System, or similar document. If the Contractor fails to obtain approval of the Safety Management System or fails to achieve the minimum performance requirements of the system during the evaluation period, the DOE Operations/Field Office Manager or designee, at his/her sole discretion, may reduce any otherwise earned award fee by an amount up to the amount earned.

(b) Minimum requirements for catastrophic event. If, in the performance of this contract, there is a catastrophic event (such as a fatality, or a serious workplace-related injury or illness to one or more Federal, contractor, or subcontractor employees or the general public, loss of control over classified or special nuclear material, or significant damage to the environment), the FDO may reduce any otherwise earned fee for the evaluation period by an amount up to the amount earned. In determining any diminution of fee, the FDO will consider whether willful misconduct and/or negligence contributed to the occurrence and will take into consideration any mitigating circumstances presented by the contractor or

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other sources.

Although the performance areas are divided into separate and distinct areas, in the event the Contractor's performance is considered unacceptable in any aspect of performance identified, or not specifically identified, in the AFP, the FDO may, at his/her discretion, determine the performance within a specific area, or in general, to be unacceptable and withhold a portion or the entire award fee for the evaluation period as he/she deems appropriate. The FDO may also determine that performance within a specific area, or in general, exceeds expectations and appropriately approve a higher awarded fee for the evaluation period than the amount proposed by the AFEO.

ATTACHMENT D: Actions and Schedules for Award Fee Determinations

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

| Action | Schedule (Calendar Days) |
|---|--|
| 1. The AFEO meets with Contractor to discuss Objectives, Criteria and Performance Indicators. | During the 30 days prior to the beginning of the evaluation period. |
| 2. The AFEO monitor and evaluate Contractor performance. | Ongoing after start of period. |
| 3. The AFEO assesses performance and discusses with Contractor. | Ongoing after start of period. Formal counterpart meetings are held with the Contractor monthly. |
| 4. Contractor submits self-evaluation report. | Within 3 days after the end of the evaluation period. |
| 5. AFEO evaluates inputs as well as the Contractor's self-evaluation and submits recommendation to the FDO. | Within 30 days after the submission of the Contractor's self evaluation |
| 6. FDO sends AFDS to Contractor. | 60 days after the submission of the Contractor's self-evaluation. |

The AFEO will establish appropriate lists of subsidiary actions to meet the above schedules.

ATTACHMENT E: Format for Award Fee Evaluation Report

1. **EXECUTIVE SUMMARY** - The Executive Summary shall provide an overall summary of the Contractor's AOP performance and Management Focus Area performance during the rating period and shall provide a recommended amount of fee earned with the numerical percentage. Any minority opinions or reports shall be identified.
2. **ACHIEVEMENTS/DEFICIENCIES** - This section of the report contains a listing of the Contractor's significant and notable achievements and performance deficiencies during the period. It shall be presented in the following format:
 - a. Significant and Notable Achievements (If any) - List by Performance Objectives and Evaluation Criteria.
 - b. Significant and Notable Deficiencies (If any) - List by Performance Objectives and Evaluation Criteria.
3. **DISCUSSION**
 - a. Part A of this section shall identify each Management Focus Area and shall provide a discussion by Focus Area and proposed percent of fee earned by Focus Area.
 - b. Part B of this section shall identify, in chart format, each Performance Area and shall provide a comparison of the PEC proposed percentage rating versus the AFEO's percentage rating for each Area.
 - c. Part C of this section shall provide a discussion of the Contractor's performance within each Performance Area indicating each Achievement and Deficiency in detail. It shall provide the AFEO's rationale if the AFEO's rating is different than the rating recommended by the PEC. This section shall also include any additional information considered by the Board in reaching its rating for the overall performance rating.
 - d. Part D of this section shall evaluate the Contractor's self-evaluation and consider its realism in relation to the AFEO Report. Differences between the Contractor's evaluation and the AFEO Report should be analyzed and discussed in this section.
 - e. Part E of this section shall discuss any minority opinions and/or include any minority reports.

ATTACHMENT F: Performance Objectives and Evaluation Criteria

Performance Goal WSI-2013A-1: Protective Force Operations and Training

The Contractor shall provide a well trained, highly motivated Protective Force capable of reliably executing routine and emergency duties, in accordance with DOE directives and site specific requirements, to ensure the overall security and safety of the SRS.

Up to 50% of the available Award Fee can be earned for this performance goal.

| Performance Objective | |
|------------------------------|---|
| WSI-2013A-1.1 | <p>Security operations on the General Site are conducted in accordance with site specific requirements and integrated with site operations to provide effective personnel and vehicle access controls and the enforcement of laws, rules and regulations that result in a safe and secure SRS operating environment.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section E, <i>General Instructions for Performance Evaluation</i>, of this Award Fee Plan. Surveys are conducted in accordance with DOE O 470.4B, <i>Safeguards and Security Program</i>, Appendix B. <i>Safeguards and Security Program Management Operations</i>, and are based on requirements identified in DOE O 473.3, <i>Protection Program Operations</i>, Attachment 2, <i>Contractor Protective Force</i>.</p> |
| Performance Criteria | |
| WSI-2013A-1.1.1 | <p>Site barricade operations are conducted in a highly disciplined manner to prevent unauthorized personnel and vehicles, deter the introduction of prohibited articles on entry, deter the theft of government property on exit, and safely control the flow of traffic on and off site.</p> |
| WSI-2013A-1.1.2 | <p>Law Enforcement operations are nationally accredited and provide effective enforcement of traffic laws, investigation of traffic accidents and violations of state law, effective integration with other site emergency responders, and coordination with Local Law Enforcement on matters of mutual interest.</p> |
| WSI-2013A-1.1.3 | <p>Aviation operations are conducted in accordance with applicable FAA requirements to ensure the maintenance of contract required FAA operating certificates and support site security and emergency response programs. Maintain at least a 90% operational rate, excluding down time based on weather.</p> |

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| WSI-2013A-1.1.4 | Material Transportation Security activities are conducted in a timely manner and in accordance with all state and federal requirements. |

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| Performance Objective | |
| WSI-2013A-1.2 | <p>Protective Force operations at Security Protection Level (SPL) 4 facilities are conducted in accordance with site specific requirements and integrated with M&O contractor operations to protect DOE facilities and assets.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section E, <i>General Instructions for Performance Evaluation</i>, of this Award Fee Plan. Surveys are conducted in accordance with DOE O 470.4B, <i>Safeguards and Security Program</i>, Appendix B. <i>Safeguards and Security Program Management Operations</i>, and are based on requirements identified in DOE O 473.3, <i>Protection Program Operations</i>, Attachment 2, <i>Contractor Protective Force</i>.</p> |
| Performance Criteria | |
| WSI-2013A-1.2.1 | <p>Effective personnel and vehicle access controls and inspections are maintained at area/facility boundaries. All duties are performed in accordance with Security and Post Orders. Protective Force personnel are knowledgeable of facility operations and effectively execute Emergency Security Operations Procedures and Security Response Plans. Communication with facility operations management ensures effective integration of security and facility operating routines.</p> |

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| Performance Objective | |
| WSI-2013A-1.3 | <p>Protective Force operations at Security Protection Level (SPL) 1 facilities are integrated with M&O contractor operations and conducted in accordance with site specific requirements to protect Special Nuclear Material, DOE facilities and assets.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section E, <i>General Instructions for Performance Evaluation</i>, of this Award Fee Plan. Surveys are conducted in accordance with DOE O 470.4B, <i>Safeguards and Security Program</i>, Appendix B. <i>Safeguards and Security Program Management Operations</i>, and are based on requirements identified in DOE O 473.3, <i>Protection Program Operations</i>, Attachment 2, <i>Contractor Protective Force</i>.</p> |

| Performance Criteria | |
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| WSI-2013A-1.3.1 | Requirements of the Site Safeguards and Security Plan for all operating conditions are incorporated into Protective Force operating routines. All routine duties are performed in accordance with Security and Post Orders. Protective Force personnel are knowledgeable of and adhere to facility safety requirements. Communications with facility operations management is routinely accomplished for effective integration of security, facility and safety requirements. |
| WSI-2013A-1.3.2 | The Protective Force can effectively execute Security Response Plans, Emergency Security Operations Procedures and implement contingencies for Modified Security Plans when required, for the protection of Special Nuclear Materials. |
| WSI-2013A-1.3.3 | The Special Response Team is highly motivated, well trained, and seamlessly integrated with Protective Force personnel to effectively implement special operations and capabilities under all conditions to protect, and if necessary, recapture and recover Special Nuclear Material. |

| Performance Objective | |
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| WSI-2013A-1.4 | <p>Provide a DOE Training Approval Process (TAP) certified training program based on criteria established by the DOE National Training Center (NTC), DOE directives, and site specific requirements that equips Protective Force personnel and leadership with the knowledge, skill and ability to retain all required qualifications and effectively accomplish the security mission.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section E, <i>General Instructions for Performance Evaluation</i>, of this Award Fee Plan. Surveys are conducted in accordance with DOE O 470.4B, <i>Safeguards and Security Program</i>, Appendix B, <i>Safeguards and Security Program Management Operations</i>, and are based on requirements identified in DOE O 473.3, <i>Protection Program Operations</i>, Attachment 2, <i>Contractor Protective Force</i>.</p> |
| Performance Criteria | |
| WSI-2013A-1.4.1 | Develop and submit for DOE approval an Annual Training Plan and the supporting job analysis for each job classification. Effectively utilize available resources and assets to accomplish the training and schedule identified in the approved plan. |

ATTACHMENT F: Performance Objectives and Evaluation Criteria

Performance Goal WSI-2013A-1: Protective Force Operations and Training

The Contractor shall provide a well trained, highly motivated Protective Force capable of reliably executing routine and emergency duties, in accordance with DOE directives and site specific requirements, to ensure the overall security and safety of the SRS.

Up to 50% of the available Award Fee can be earned for this performance goal.

| Performance Objective | |
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| WSI-2013A-1.1 | <p>Security operations on the General Site are conducted in accordance with site specific requirements and integrated with site operations to provide effective personnel and vehicle access controls and the enforcement of laws, rules and regulations that result in a safe and secure SRS operating environment.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section E, <i>General Instructions for Performance Evaluation</i>, of this Award Fee Plan. Surveys are conducted in accordance with DOE O 470.4B, <i>Safeguards and Security Program</i>, Appendix B. <i>Safeguards and Security Program Management Operations</i>, and are based on requirements identified in DOE O 473.3, <i>Protection Program Operations</i>, Attachment 2, <i>Contractor Protective Force</i>.</p> |
| Performance Criteria | |
| WSI-2013A-1.1.1 | <p>Site barricade operations are conducted in a highly disciplined manner to prevent unauthorized personnel and vehicles, deter the introduction of prohibited articles on entry, deter the theft of government property on exit, and safely control the flow of traffic on and off site.</p> |
| WSI-2013A-1.1.2 | <p>Law Enforcement operations are nationally accredited and provide effective enforcement of traffic laws, investigation of traffic accidents and violations of state law, effective integration with other site emergency responders, and coordination with Local Law Enforcement on matters of mutual interest.</p> |
| WSI-2013A-1.1.3 | <p>Aviation operations are conducted in accordance with applicable FAA requirements to ensure the maintenance of contract required FAA operating certificates and support site security and emergency response programs. Maintain at least a 90% operational rate, excluding down time based on weather.</p> |

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| WSI-2013A-1.1.4 | Material Transportation Security activities are conducted in a timely manner and in accordance with all state and federal requirements. |

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| Performance Objective | |
| WSI-2013A-1.2 | <p>Protective Force operations at Security Protection Level (SPL) 4 facilities are conducted in accordance with site specific requirements and integrated with M&O contractor operations to protect DOE facilities and assets.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section E, <i>General Instructions for Performance Evaluation</i>, of this Award Fee Plan. Surveys are conducted in accordance with DOE O 470.4B, <i>Safeguards and Security Program</i>, Appendix B. <i>Safeguards and Security Program Management Operations</i>, and are based on requirements identified in DOE O 473.3, <i>Protection Program Operations</i>, Attachment 2, <i>Contractor Protective Force</i>.</p> |
| Performance Criteria | |
| WSI-2013A-1.2.1 | <p>Effective personnel and vehicle access controls and inspections are maintained at area/facility boundaries. All duties are performed in accordance with Security and Post Orders. Protective Force personnel are knowledgeable of facility operations and effectively execute Emergency Security Operations Procedures and Security Response Plans. Communication with facility operations management ensures effective integration of security and facility operating routines.</p> |

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| Performance Objective | |
| WSI-2013A-1.3 | <p>Protective Force operations at Security Protection Level (SPL) 1 facilities are integrated with M&O contractor operations and conducted in accordance with site specific requirements to protect Special Nuclear Material, DOE facilities and assets.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section E, <i>General Instructions for Performance Evaluation</i>, of this Award Fee Plan. Surveys are conducted in accordance with DOE O 470.4B, <i>Safeguards and Security Program</i>, Appendix B. <i>Safeguards and Security Program Management Operations</i>, and are based on requirements identified in DOE O 473.3, <i>Protection Program Operations</i>, Attachment 2, <i>Contractor Protective Force</i>.</p> |

| Performance Criteria | |
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| WSI-2013A-1.3.1 | Requirements of the Site Safeguards and Security Plan for all operating conditions are incorporated into Protective Force operating routines. All routine duties are performed in accordance with Security and Post Orders. Protective Force personnel are knowledgeable of and adhere to facility safety requirements. Communications with facility operations management is routinely accomplished for effective integration of security, facility and safety requirements. |
| WSI-2013A-1.3.2 | The Protective Force can effectively execute Security Response Plans, Emergency Security Operations Procedures and implement contingencies for Modified Security Plans when required, for the protection of Special Nuclear Materials. |
| WSI-2013A-1.3.3 | The Special Response Team is highly motivated, well trained, and seamlessly integrated with Protective Force personnel to effectively implement special operations and capabilities under all conditions to protect, and if necessary, recapture and recover Special Nuclear Material. |

| Performance Objective | |
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| WSI-2013A-1.4 | <p>Provide a DOE Training Approval Process (TAP) certified training program based on criteria established by the DOE National Training Center (NTC), DOE directives, and site specific requirements that equips Protective Force personnel and leadership with the knowledge, skill and ability to retain all required qualifications and effectively accomplish the security mission.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section E, <i>General Instructions for Performance Evaluation</i>, of this Award Fee Plan. Surveys are conducted in accordance with DOE O 470.4B, <i>Safeguards and Security Program</i>, Appendix B, <i>Safeguards and Security Program Management Operations</i>, and are based on requirements identified in DOE O 473.3, <i>Protection Program Operations</i>, Attachment 2, <i>Contractor Protective Force</i>.</p> |
| Performance Criteria | |
| WSI-2013A-1.4.1 | Develop and submit for DOE approval an Annual Training Plan and the supporting job analysis for each job classification. Effectively utilize available resources and assets to accomplish the training and schedule identified in the approved plan. |

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| WSI-2013A-1.4.2 | Develop and utilize technologies and protocols that result in the effective delivery, tracking, data display and retrieval of employee training requirements, schedules, and records. |

Performance Goal WSI-2010A-2: Management and Support Functions

The Contractor shall provide management and support functions to include: recruiting and retention of personnel, protection program planning, development of routine and emergency orders, plans and procedures, effective utilization of Protective Force personnel, and logistical and administrative functions to ensure Protective Force mission accomplishment and compliance with applicable directives in all programmatic functions.

Up to 25% of the available Award Fee can be earned under this performance goal.

| Performance Objective | |
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| WSI-2013A-2.1 | <p>Actively participate in site safeguards and security planning and analysis functions to develop effective protection program plans aligned with the Graded Security Protection Policy and site specific requirements, and effectively integrate planning, staffing and budget functions.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section E, <i>General Instructions for Performance Evaluation</i>, of this Award Fee Plan. Surveys are conducted in accordance with DOE O 470.4B, <i>Safeguards and Security Program</i>, Appendix B. <i>Safeguards and Security Program Management Operations</i>, and are based on requirements identified in DOE O 473.3, <i>Protection Program Operations</i>, Attachment 2, <i>Contractor Protective Force</i>.</p> |
| Performance Criteria | |
| WSI-2013A-2.1.1 | Conduct planning and analysis functions to support site protection program planning and the effective utilization of Protective Force resources to protect site security interests. |
| WSI-2013A-2.1.2 | Develop a Management and Staffing Plan to identify all staffing required for current year and three out-years to assist in the development of the Annual Operational Plan. |
| WSI-2013A-2.1.3 | Collect actual staffing data and conduct analysis to validate staffing in accordance with authorizations and funding, and prepare and submit Protective Force Strength, Staffing Status and other reports, and provide periodic briefings to DOE on budget performance. |
| WSI-2013A-2.1.4 | Support DOE-SR and coordinate with the M&O contractor as required facilitating the completion of security related capital |

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| | projects and infrastructure needs. |
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| Performance Objective | |
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| WSI-2013A-2.2 | <p>Develop plans and procedures that provide the Protective Force instructions for the appropriate execution of site protection program plan requirements. Plans and procedures will be coordinated with area/facility specific representatives to ensure the identification of impacts on facility operations and safety.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section E, <i>General Instructions for Performance Evaluation</i>, of this Award Fee Plan. Surveys are conducted in accordance with DOE O 470.4B, <i>Safeguards and Security Program</i>, Appendix B. <i>Safeguards and Security Program Management Operations</i>, and are based on requirements identified in DOE O 473.3, <i>Protection Program Operations</i>, Attachment 2, <i>Contractor Protective Force</i>.</p> |
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| Performance Criteria | |
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| WSI-2013A-2.2.1 | Security and Post orders will be developed in compliance with DOE directives and site specific security plan requirements and updated in accordance with schedule requirements. |
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| WSI-2013A-2.2.2 | Security Response Plans and Emergency Security Operations procedures will ensure the integration of all Protective Force resources to swiftly respond to and mitigate security emergencies. |
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| WSI-2013A-2.2.3 | Plans and procedures will be developed in conjunction with the site Emergency Management functions to ensure timely Protective Force support to non-security emergencies. |
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| Performance Objective | |
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| WSI-2013A-2.3 | The Contractor shall provide a Safeguards and Security Self-Assessment Program and a Performance Testing Program that comply with the requirements identified in DOE O 470.4B, DOE O 473.3, and local site requirements, to validate the reliable execution of routine and emergency operating |
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| | <p>procedures and capabilities.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section E, <i>General Instructions for Performance Evaluation</i>, of this Award Fee Plan. Surveys are conducted in accordance with DOE O 470.4B, <i>Safeguards and Security Program</i>, Appendix B. <i>Safeguards and Security Program Management Operations</i>, and are based on requirements identified in DOE O 473.3, <i>Protection Program Operations</i>, Attachment 2, <i>Contractor Protective Force</i>.</p> |
| Performance Criteria | |
| WSI-2013A-2.3.1 | Perform a periodic self-assessment of operational programs, based on DOE inspection criteria, in accordance with an established schedule. |
| WSI-2013A-2.3.2 | Implement a comprehensive Performance Test program, including planned and no-notice exercises, to validate the effectiveness of training and the reliable execution of routine and emergency operations. |

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| Performance Objective | |
| WSI-2013A-2.4 | <p>Provide programs for the administration of security education, protection of classified information, cyber security, personnel security, security clearances, and human reliability in accordance with DOE directives and site specific requirements.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section E, <i>General Instructions for Performance Evaluation</i>, of this Award Fee Plan. Surveys are conducted in accordance with DOE O 470.4B, <i>Safeguards and Security Program</i>, Appendix B. <i>Safeguards and Security Program Management Operations</i>, and are based on requirements identified in DOE O 473.3, <i>Protection Program Operations</i>, Attachment 2, <i>Contractor Protective Force</i>.</p> |
| Performance Criteria | |
| WSI-2013A-2.4.1 | Provide effective programs for: security education, operations security, foreign visits, cyber security, protection of classified information and personnel security. |
| WSI-2013A-2.4.2 | Conduct interviews, provide reports, review background investigation reports, and maintain records and accomplish other functions as required to support the DOE-SR personnel security program. |

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Performance Goal WSI-2010A-3: Environment, Safety and Health and Quality Assurance

The Contractor shall implement and maintain, in accordance with DOE requirements, comprehensive ESH&QA programs that ensure work is accomplished in accordance with applicable standards, as well as protect workers and the environment. In addition, the Contractor shall coordinate with the site M&O contractor, as appropriate, on site-wide ESH&QA topics.

Up to 25% of the available Award Fee can be earned for this performance goal.

| Performance Objective | |
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| WSI-2013A-3.1 | <p>The Contractor shall implement a comprehensive ESH&QA program (based on the Integrated Safety Management System and Contractor Assurance System) that focuses on continuous improvement and compliance with DOE requirements.</p> <p>Successful completion of criteria for this objective shall be documented in accordance with Section E, <i>General Instructions for Performance Evaluation</i>, of this Award Fee Plan. Surveys are conducted in accordance with DOE O 470.4B, <i>Safeguards and Security Program</i>, Appendix B, <i>Safeguards and Security Program Management Operations</i>, and are based on requirements identified in DOE O 473.3, <i>Protection Program Operations</i>, Attachment 2, <i>Contractor Protective Force</i>.</p> |

| Performance Criteria | |
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| WSI-2013A-3.1.1 | Conduct annual assessments and submit required documentation, (e.g.; Integrated Safety Management System, Worker Safety and Health, Quality Assurance, ISO 14001, etc.) in accordance with DOE Orders and Contract Requirements. |
| WSI-2013A-3.1.2 | Coordinate and provide technical expertise on the evaluation of new equipment and operating routines and maintenance of ESH&QA related requirements. |
| WSI-2013A-3.1.3 | Conduct surveillances to periodically assess organization compliance with ESH&QA procedures and best practices. |
| WSI-2013A- | Conduct analysis of the results of internal and external |

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| 3.1.4 | assessments and performance testing to identify organization trends and provide a continuous feedback loop for organization improvement. |
| WSI-2013A-3.1.5 | Maintain an improvement and corrective action tracking database to ensure the timely correction of deficiencies and implementation of organizational improvement. |