

COST-PLUS-AWARD-FEE
PERFORMANCE EVALUATION PLAN
FOR

**Earth Observing Systems Data and Information System (EOSDIS)
Evolution and Development (EED) - 2**

**INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ)
SERVICES & END-ITEM TASK ORDERS**

CONTRACT NO. TBD

WITH TBD

CONCURRENCE:

Fee Determination Official

Date

APPROVAL:

Michael E. McGrath
Procurement Officer

Date

TABLE OF CONTENTS

I. INTRODUCTION

II. ORGANIZATIONAL STRUCTURES FOR AWARD FEE ADMINISTRATION

III. EVALUATION REQUIREMENTS

IV. METHOD FOR DETERMINING AWARD FEE

V. CHANGING THE PERFORMANCE EVALUATION PLAN

VI. ATTACHMENTS

Attachment A: Evaluation Periods and Maximum Available Award Fee

Attachment B: Performance Factors and Evaluation Criteria

B.1 Technical Performance – Services

B.2 Technical Performance – End-Item

B.3 Business Management Performance

B.4 Cost Control – Services

B.5 Cost Control – End-Item

B.6 Small Business Utilization

B.7 Schedule Performance – End-Item

Attachment C: Award Fee Grading Tables

C.1 Performance Factors

C.2 Overall Total

Attachment D: Actions and Schedules for Award Fee Determinations

Attachment E: General Instructions for Evaluation and Monitoring of Performance

I. INTRODUCTION

This Performance Evaluation Plan (PEP) covers the administration of the award fee provisions of Contract No. To Be Determined (TBD), dated TBD, with TBD. The purpose of this plan is to establish a general framework for evaluating the Contractor's performance. Accordingly, all fee determinations will be based on the guidelines found herein. The plan is unilaterally established by the Government and may be revised at any time to redirect emphasis in accordance with Section V of this plan. The contract was awarded in accordance with the provisions of Request for Proposal (RFP) NN14476256R.

The following matters, among others are covered:

- A. The Cost-Plus-Award-Fee (CPAF) contract provides for development and maintenance of software and hardware systems that provide science data management for the Earth Observing Systems Data and Information System (EOSDIS) core system and other elements that provide the common capabilities and infrastructure of EOSDIS. This contract contains both NFS Clause 1852.216-76, "Award Fee for Service Contracts," and NFS Clause 1852.216-77, "Award Fee for End Item Contracts". For "service" task orders, the award fee determination each period is final. However, for each individual "end item" task, the award fee determination each period is considered interim pending the final award fee determination made in the final evaluation period of each individual end-item task completion. Each task order issued will clearly state whether it is a "service" or "end item" task.
- B. The effective ordering period of this contract is five (5) years from the effective date of the contract as specified in Clause F.5, "Effective Ordering Period."
- C. The IDIQ minimum ordering value under this contract is \$20,000,000 and the maximum ordering value of this contract is \$240,000,000 as specified in Clause B.4, "Minimum/Maximum Amount of Supplies or Services." The award fee percentage is TBD percent and will be used to calculate the maximum available award fee dollars on all task orders issued in accordance with the "Task Ordering Procedure" clause of this contract. Due to the IDIQ characteristics of this contract, the award fee available amount may fluctuate as Task Orders are issued and/or modified during performance. Award fee for the IDIQ portion will be distributed for all IDIQ work performed during the evaluation period. Of the \$240,000,000 maximum ordering value of this contract, the potential maximum available award fee that could be made available is \$TBD. The estimated cost and award fee of each task order are subject to equitable adjustments arising from changes or other contract modifications.
- D. Provisional award fee payments will be made under this contract pending the determination of the amount of fee earned for an evaluation period. If applicable, a provisional award fee payment may be made to the Contractor each period after the end of the first quarter of each period. For services task orders, the total amount of award fee available in an evaluation period that will be provisionally paid is the lesser of 80 percent of that evaluation period's available award fee or the prior period's evaluation score. For

each individual end-item task order, the total amount of award fee available in an evaluation period that will be provisionally paid is limited to a percentage not to exceed 80 percent of the prior interim period's evaluation score of each individual end-item task order.

- E. The Fee Determination Official (FDO) will determine the award fee payable periodically in accordance with this plan.
- F. The Government may unilaterally change this plan, as covered in Section V and not otherwise requiring mutual agreement under the contract, provided the Contractor receives notice of the changes 30-days prior to the beginning of the evaluation period to which the changes apply.
- G. The determination of the award fee earned is a unilateral decision made solely at the discretion of the government.
- H. The unearned award fee in any given period is lost and shall not be carried forward or "rolled-over" into subsequent periods in accordance with FAR 16.401(e)(4) and NFS 1816.405-273(a).

II. ORGANIZATIONAL STRUCTURES FOR AWARD FEE ADMINISTRATION

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

A. Procurement Officer (PO)

1. The PO is located at the NASA/Goddard Space Flight Center (GSFC) in Greenbelt, MD.
2. The PO is the approval authority for any significant changes to this plan.

B. Fee Determination Official (FDO)

The FDO for this contract is the Director of Flight Programs and Projects at GSFC in Greenbelt, MD. The FDO may designate an Alternate FDO when appropriate.

The primary FDO responsibilities are:

1. Establish the Performance Evaluation Board (PEB) and appoint the voting members of the PEB by memorandum.
2. Consider the PEB findings for each evaluation period and discuss it with the PEB chair and, if appropriate, with others such as the Contractor.
3. For services tasks, determine the overall Award Fee earned and payable for each evaluation period as addressed in Section IV and ensure that the amount and percentage of award fee earned is commensurate with and accurately reflects the Contractor's performance. For each individual end-item task, determine the interim Award Fee earned and payable for each evaluation period as addressed in Section IV and ensure that the amount and percentage of award fee earned is commensurate with and accurately reflects the Contractor's performance. At the end of each individual end-item task, determine the final total Award Fee earned and payable for that specific end-item task, which will supersede all previous interim payments. Any variance between the PEB recommendation and FDO determination must be justified and documented in the official contract file.
4. Issue and sign the award fee determination letter for the evaluation period, specifying the amount of award fee determined and the basis for that determination.
5. Approve changes proposed to the Performance Evaluation Plan (PEP) as addressed in Section V, as appropriate.

C. Performance Evaluation Board (PEB)

The PEB primary responsibilities of the Board are to:

1. Conduct ongoing evaluations of Contractor performance based upon Performance Monitor Reports and such additional performance information as may be obtained from the Contractor and other sources. The PEB will evaluate the Contractor's performance according to the standards and criteria stated in this performance evaluation plan.
2. Submit an award fee letter to the FDO for signature, which addresses the PEB's findings and recommendations for each evaluation period.
3. Recommend for approval by the FDO proposed changes in the performance evaluation plan and the PO for significant changes.

D. PEB Chairperson

The PEB Chairperson is Deputy Project Manager for the Earth Science Data and Information System (ESDIS) Project at GSFC in Greenbelt, MD. The primary responsibilities of the PEB Chairperson are to:

1. Appoint non-voting members, if appropriate, to assist the PEB in performing its functions, e.g., a recording secretary.
2. Appoint performance monitors for the contract effort and assure that they are providing appropriate instructions and guidance.
3. Request and obtain performance information from other units or personnel involved in observing Contractor performance, as appropriate.
4. Call on personnel from various organizational units to consult, as needed, with the PEB.
5. Assume responsibility for the actual preparation and approval of the award fee letter and other documentation such as PEB minutes.
6. Ensure the timeliness of award fee evaluations.
7. Recommend appropriate changes in this plan for consideration, as addressed in Section V.
8. Meet with the Contractor during the evaluation period to provide preliminary performance feedback.

E. Contracting Officer's Representative (COR)

The COR will be located at the GSFC facility in Greenbelt, MD.

The primary responsibilities of the COR are to:

1. Receive and analyze the Monitor Evaluation Reports submitted by the Performance Monitors.
2. Monitor, evaluate, and assess Contractor performance.
3. Prepare the Contract Performance Summary Report for the Contracting Officer (CO).
4. Attend all PEB meetings, record the findings of the PEB, and prepare the award fee determination letter for the FDO's review and signature in coordination with the CO.
5. Provide technical input for the annual Contractor Performance Assessment Reporting System (CPARS) evaluation.
6. Recommend appropriate changes in this plan for consideration, as addressed in Section V.

F. Performance Monitors

Performance Monitors will be designated by the PEB Chairperson to each performance area to be evaluated. Generally, the task initiator for each issued task order will be the Performance Monitor for that task.

The primary responsibilities of the Performance Monitor are to:

1. Monitor, evaluate, and assess Contractor performance in assigned areas and in accordance with this award fee plan.
2. Periodically prepare a Performance Monitor Report (PMR) for the PEB that will be submitted to the COR, as described in Section II.E., or others as appropriate.
3. Recommend appropriate changes in this plan for consideration, as addressed in Section V.

G. Functional Monitor/Performance Evaluation Coordinator

The Functional Monitor (FM) will be the contract specialist or contracting officer who is responsible for Contract No. TBD at the GSFC facility in Greenbelt, MD.

The primary responsibilities of the FM are to:

1. Advise the PEB on CPAF rating standards, policies, and procedures and ensure the consistent application of Agency policy in these matters.
2. Receive and analyze the Performance Monitor Evaluation Reports submitted by the

Performance Monitors via the assigned COR.

3. Monitor, evaluate, and assess Contractor performance.
4. Consider changes to this plan and recommend those determined appropriate for presentation to the FDO.
5. Attend all PEB meetings and assist the COR in preparing all PEB correspondence for the FDO.

III. EVALUATION REQUIREMENTS

The applicable evaluation requirements are included as attachments to this Performance Evaluation Plan. They are as follows:

Attachment Title	Attachment
Evaluation Periods and Maximum Available Award Fee	A
Technical Performance – Services	B.1
Technical Performance – End-Item	B.2
Business Management Performance	B.3
Cost Control – Services	B.4
Cost Control – End-Item	B.5
Small Business Utilization	B.6
Schedule Performance – End-Item	B.7
Award Fee Grading Tables	C
Performance Factors	C.1
Overall Total	C.2
Actions and Schedules for Award Fee Determinations	D
General Instructions for Evaluation and Monitoring of Performance	E

The percentage weights indicated in Attachment B and the grading tables in Attachment C are quantifying devices. Their sole purpose is to provide guidance in arriving at a general assessment of the amount of award fee earned. In no way do they imply an arithmetical precision to any judgmental determination of the Contractor's overall performance and amount of award fee earned.

IV. METHOD FOR DETERMINING AWARD FEE

A determination of the award fee earned for each evaluation period will be made by the FDO within forty-five (45) calendar days after the end of the period. All fee determinations shall reflect the Government's assessment of the Contractor's progress and ability to meet the contract objectives. Although award fee contracts are subjective in nature, the Government generally attempts to utilize objective and quantifiable measures to the greatest extent possible as a guide in assessing the Contractor's performance.

The method to be followed in monitoring, evaluating, and assessing Contractor performance during the period, as well as for determining the award fee earned or paid, is described below. Attachment D summarizes the principal actions and schedules involved.

- A. The PEB Chairperson will ensure that a monitor is assigned for each performance evaluation factor to be evaluated under the contract. Monitors will be selected on the basis of their expertise relative to prescribed performance area emphasis. The PEB Chairperson may change monitor assignments at any time without advance notice to the Contractor. The PEB Chairperson will notify the Contractor promptly of all monitor assignments and changes.
- B. The PEB Chairperson will ensure that each monitor receives the following:
 1. A copy of this plan along with any changes made in accordance with Section V.
 2. Appropriate orientation and guidance.
 3. Specific instructions applicable to the monitors' assigned performance areas.
- C. Monitors will evaluate and assess Contractor performance and discuss their observations with Contractor personnel as appropriate, in accordance with the General Instructions for Evaluation and Monitoring of Performance, Attachment E, and the specific instructions and guidance furnished by the PEB Chairperson.
- D. Monitors will submit PMRs to the COR within 15 days after the end of an evaluation period, and, if required, make oral presentations to the PEB.
- E. The Contractor may submit self-evaluation summaries to the FM/CO. The Contractor shall submit self-evaluations no later than seven (7) calendar days following the end of a performance period. Contractor self-evaluations will be forwarded through the appropriate Performance Monitors, who will reconcile differences between their reports and the Contractor self-evaluations prior to the PEB meeting. Such self-evaluation summaries will be included in the PEB package.
- F. Promptly after the end of each evaluation period, the PEB will meet to consider all the performance information it has obtained. At the meeting, the PEB will summarize its preliminary findings and recommendations for inclusion in the award fee letter for the

services tasks and each individual end-item task and other documentation such as PEB minutes.

- G. The COR, in coordination with the FM/CO, will prepare the award fee determination letter for the period, which will be reviewed by the PEB Chairperson and then submitted to the FDO for use in determining the award fee earned. The letter will include an adjectival rating and a recommended performance score with supporting documentation.
- H. The FDO will consider the recommendations of the PEB, information provided by the Contractor, if any, and any other pertinent information in determining the amount of the award fee to be paid for the period. The FDO's determination of the amount of award fee earned and the basis for this determination will be stated in the award fee determination letter.
- I. The FM/CO shall notify the Contractor in writing of the FDO's determination. The Contractor may request a debriefing from the PEB Chairperson.
- J. For all "service" task orders, the award fee determination each period is final.
- K. For each individual IDIQ end-item task order, the true quality of Contractor performance cannot be measured until the completion of the task order, therefore, only the last end-item task order evaluation is final. The total negotiated maximum available award fee for each individual end-item task order is subject to the final evaluation at the completion of the task. Prior to the final evaluation, interim evaluations will be conducted to monitor performance as a means of providing feedback to the Contractor on the Government's assessment of the quality of the performance. The final end-item task order evaluation will consider the Contractor's performance and will be evaluated against the PEP to determine the total final earned Award Fee for each individual task order. The interim payments are superseded by the fee determination made in the final end-item task order evaluation. The Government will then pay the Contractor, or the Contractor will refund to the Government, the difference between the final end-item task order award fee determination and the cumulative interim fee evaluation payments for that specific end-item task order. No award fee will be paid to the Contractor if the final end-item task order award fee evaluation is "Unsatisfactory."

V. CHANGING THE PERFORMANCE EVALUATION PLAN

A. Right to Make Unilateral Changes

The Government may unilaterally change any matters covered in this plan and not specifically identified as requiring mutual agreement under the contract, prior to the beginning of an evaluation period by providing timely notice to the Contractor in writing at least 30 calendar days prior to the start of the relevant evaluation period. Significant changes to this Plan will require the approval of the Procurement Officer.

B. Steps to Change the PEP

The following is a summary of the principal actions involved in changing the PEP for an evaluation period (actions may be modified to reflect different approval or notification levels).

Action	Schedule
PEB members draft proposed revisions to PEP	Ongoing
PEP revisions submitted to FM/CO for drafting	Ongoing
FDO reviews and concurs on all revisions to PEP	45 days prior to the start of period
PO reviews and approves significant revisions to the PEP	45 days prior to the start of period
FDO/FM notifies the Contractor regarding revisions to the PEP	30 days prior to the start of period

C. Method for Changing Plan Coverage

The method to be followed for changing the PEP is described below:

1. Personnel involved in the administration of the fee provisions of the contract are encouraged to recommend plan changes with a view toward changing management emphasis, motivating higher performance levels, or improving the award fee determination process. Recommended changes should be sent to the FM/CO and COR for PEB consideration and drafting.
2. Prior to the end of each evaluation period, the PEB will submit its recommended changes, if any, applicable to the next evaluation period for approval by the FDO with appropriate comments and justification. If the changes are considered to be significant by the FM/CO, then the revised plan must be sent to the Procurement Officer for approval after the FDO review/concurrence.

3. No later than thirty (30) calendar days before the beginning of each evaluation period, the FM/CO will notify the Contractor in writing of any changes to be applied during the next period. If the Contractor is not provided with this notification, or if the notification is not provided within the agreed number of calendar days before the beginning of the next period, then the existing plan will continue in effect for the next evaluation period unless bi-lateral agreement is obtained.

VI. ATTACHMENTS

ATTACHMENT A

EVALUATION PERIODS AND MAXIMUM AVAILABLE AWARD FEE

Period	Start Date	End Date	IDIQ Maximum Available Award Fee for Services Tasks	IDIQ Maximum Available Award Fee for End Item Tasks
1			\$TBD*	\$TBD**
2			\$TBD*	\$TBD**
3			\$TBD*	\$TBD**
4			\$TBD*	\$TBD**
5			\$TBD*	\$TBD**
6			\$TBD*	\$TBD**
7			\$TBD*	\$TBD**
8			\$TBD*	\$TBD**
9			\$TBD*	\$TBD**
10			\$TBD*	\$TBD**

*Due to the IDIQ nature of this contract, the maximum available award fee pool for each potential period will vary based upon the task orders issued against the contract. Award fee will be distributed during the evaluation periods that coincide with the period of performance of the task order.

**The maximum available award fee for each individual end-item task order shall be tracked separately.

ATTACHMENT B

PERFORMANCE FACTORS AND EVALUATION CRITERIA

The performance factors to be evaluated are identified below. The evaluation criteria for each factor are specified in the indicated section of this attachment.

For “Services” Task Orders:

Factor	Weight	Section
Technical Performance – Services	60%	B.1
Business Management Performance	15%	B.3
Cost Control – Services	25%	B.4

For “End-Item” Task Orders:

Factor	Weight	Section
Technical Performance – End-Item	60%	B.2
Business Management Performance	15%	B.3
Cost Control – End-Item	25%	B.5

Each individual End-Item Task Order shall be tracked (maximum award fee available, provisional payments, and interim earned) and evaluated/scored (interim and final) separately each evaluation period until the end-item task order is complete.

B.1 Technical Performance – Services Factor

Factor Weight: 60%

Description of Technical Performance - Services Factor: For each evaluation period, the Contractor's technical performance will be assessed to determine if the work that has been performed meets the technical requirements of the Statement of Work (SOW) and all Services Task Orders issued, including a variety of subfactors related to how the work was accomplished, as indicated below:

1. Technical Requirements – The Contractor will be evaluated on their ability to provide effective and efficient performance-based services to meet the technical requirements and schedules as described in the contract's services task orders issued. These evaluations include a subjective assessment of the quality of technical performance provided, i.e., accuracy of Contractor performed services; timely completion of services identified; anticipating and resolving technical and schedule problems; recovery from delays; and reaction time and appropriateness of response to changes. Also to be considered is the quality and timeliness of technical documentation, reports, plans, and other required

deliverables as outlined in the contract SOW and all services task orders issued. The Government will only evaluate services performed that have been required/ordered.

2. Innovation – Innovations, systems transitions, and improvements in services accomplished during the period will be evaluated. Innovative methods, techniques, or technologies and/or process improvements will be evaluated for their impact on effectiveness and efficiencies under the contract.
3. Personnel Management – The Contractor will be evaluated on the ability to provide staffing at appropriate skill levels to provide effective and efficient performance. The Contractor will also be evaluated on the extent to which the Contractor has applied and retained competent and experienced personnel to assure successful and efficient performance.
4. Communications – The Government will assess the Contractor’s ability to maintain good communication within its organization and with the Government. The Government will also evaluate if all problems, technical issues and changes were promptly reported to all concerned.
5. Subcontracting – The Contractor will be evaluated on the overall effectiveness of their subcontractors’ technical performance. This will include the level of cooperation between all parties and the Contractor's ability to meet technical requirements and ensure quality technical performance from subcontractors.
6. Thoroughness - The Contractor will be evaluated based on their ability to provide appropriate analysis and evaluation of alternative methods, processes, or procedures to accomplish overall requirements within schedule and budget.
7. Safety and Security - The Contractor will be evaluated based on their ability to provide a safe work environment, including inspections and processes for accident and incident files, mishap reporting, and training. A major breach of safety consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Health and Safety Administration (OSHA) or by a state agency operating under an OSHA approved plan.

Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may occur on or off Government installations, but must be directly related to work on this contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information; illegal technology transfer; workplace violence resulting in criminal conviction; sabotage; compromise or denial of information technology services; equipment or property damage from vandalism greater than \$250,000; or theft greater than \$250,000.

For all Service Task Orders, in no case shall any Award Fee be earned by the Contractor in any evaluation period in which there is a major breach of safety or security.

8. Risk Management – The Contractor will be evaluated on its ability to identify risks; analyze their impact and prioritize them; develop and carry out plans for risk mitigation, acceptance, or other action; track risks and the implementation of mitigation plans; support informed, timely, and effective decisions to control risks and mitigation plans; and assure that risk information is communicated among all levels of a program/project.

Basis for Measuring Performance: Using the above subfactors and a standard of reasonable performance for them, the Performance Monitors will evaluate performance and prepare a Performance Monitor Report (PMR). On the basis of those evaluations, each PMR will be assigned a rating of "Excellent," "Very Good," "Good," "Satisfactory," or "Unsatisfactory," as specified in Attachment C, Section C.1, Award Fee Grading Table for Each Performance Factor. The PEB will give consideration to changed support requirements and/or other changes beyond the Contractor's control that impact performance.

If an aspect of a services task order is performed with less than reasonable expected competence or is outside of the contractual requirements, the PMR will characterize it as having major or minor impacts on overall performance in related areas and will describe any extraordinary circumstances relating to the services task order performance. These impact statements will be used by the PEB to weigh the inclusion of specific issues in the award fee letter.

B.2 Technical Performance – End-Item Factor

Factor Weight: 60%

Description of Technical Performance – End-Item Factor: For each evaluation period, the Contractor's technical performance on each individual End-Item Task Order will be assessed to determine if the work performed meets the technical requirements of the End-Item Task Order issued, including a variety of subfactors related to how the work was accomplished.

Subfactors 1 through 8 Combined Weight: 50%

1. Technical Requirements – The Contractor will be evaluated on their ability to successfully meet the functional requirements and performance specifications of each individual end-item task order issued. These evaluations include a subjective assessment of the quality of technical performance, i.e., quality of hardware and software end-item developments; successful completion of key milestones and tasks identified; anticipating and resolving technical problems; recovery from delays; reaction time and appropriateness of response to changes; and managing internal work priorities across all functional areas in a manner that consistent with the priorities and goals of the program/project. Also to be considered is the quality and accuracy of technical documentation, reports, plans, and other required deliverables as outlined in the contract and end-item task orders issued. The Government will only evaluate end-item task order performance that has been required/ordered.

2. Innovation – Innovations, systems transitions, and improvements in end-item performance accomplished during the period will be evaluated. Innovative methods, techniques, or technologies and/or process improvements will be evaluated for their impact on effectiveness and efficiencies under the contract.
3. Personnel Management – The Contractor will be evaluated on the ability to provide staffing at appropriate skill levels to provide effective and efficient performance. The Contractor will also be evaluated on the extent to which the Contractor has applied and retained competent and experienced personnel to assure successful and efficient performance.
4. Communications – The Government will assess the Contractor's ability to maintain good communication within its organization and with the Government. The Government will also evaluate if all problems, technical issues and changes were promptly reported to all concerned.
5. Subcontracting – The Contractor will be evaluated on the overall effectiveness of their subcontractors' technical performance. This will include the level of cooperation between all parties and the Contractor's ability to meet technical requirements and ensure quality technical performance from subcontractors.
6. Thoroughness - The Contractor will be evaluated based on their ability to provide appropriate analysis and evaluation of alternative methods, processes, or procedures to accomplish overall requirements within schedule and budget.
7. Safety and Security - The Contractor will be evaluated based on their ability to provide a safe work environment, including inspections and processes for accident and incident files, mishap reporting, and training. A major breach of safety consists of an accident, incident, or exposure resulting in a fatality or mission failure; or in damage to equipment or property equal to or greater than \$1 million; or in any "willful" or "repeat" violation cited by the Occupational Health and Safety Administration (OSHA) or by a state agency operating under an OSHA approved plan.

Security is the condition of safeguarding against espionage, sabotage, crime (including computer crime), or attack. A major breach of security may occur on or off Government installations, but must be directly related to work on this contract. A major breach of security is an act or omission by the Contractor that results in compromise of classified information; illegal technology transfer; workplace violence resulting in criminal conviction; sabotage; compromise or denial of information technology services; equipment or property damage from vandalism greater than \$250,000; or theft greater than \$250,000.

Under each individual End-Item Task Order, the Contractor shall not earn any interim Award Fee in an evaluation period in which there is a major breach of safety or security and the overall maximum available award fee pool for that End-Item Task Order shall be reduced by the amount of the fee available for the interim evaluation period in which the major breach of safety or security occurred.

8. Risk Management – The Contractor will be evaluated on its ability to identify risks; analyze their impact and prioritize them; develop and carry out plans for risk mitigation, acceptance, or other action; track risks and the implementation of mitigation plans; support informed, timely, and effective decisions to control risks and mitigation plans; and assure that risk information is communicated among all levels of a program/project.
9. Schedule Performance – End Item Subfactor Weight: 10%

For each evaluation period, the amount of award fee earned in this subfactor will be based on the evaluation of the Contractor's ability to fully meet specific end-item task order deliverable dates and milestone schedules.

Prior to the beginning of each evaluation period, the Contractor will be provided with the specific major milestones and delivery dates that the Contractor shall meet for each individual end-item task order. The Contractor's schedule performance on each individual end-item task order will be assessed based on the following:

- a. Ability to provide appropriate analysis and evaluation of alternative methods, processes, or procedures to accomplish end-item task order requirements within schedule and budget.
- b. Ability to meet their internal schedules.
- c. Quality and timeliness of technical reports and other required deliverables that have been requested/ordered.
- d. Timely notification of schedule problems and recommended re-planning of work.

Basis for Measuring Performance: Using the above subfactors and a standard of reasonable performance for them, the Performance Monitors will evaluate performance and prepare a Performance Monitor Report (PMR). On the basis of those evaluations, each PMR will be assigned a rating of "Excellent," "Very Good," "Good," "Satisfactory," or "Unsatisfactory," as specified in Attachment C, Section C.1, Award Fee Grading Table for Each Performance Factor. The PEB will give consideration to changed support requirements and/or other changes beyond the Contractor's control that impact performance.

If an aspect of an end-item task order is performed with less than reasonable expected competence or is outside of the contractual requirements, the PMR will characterize it as having major or minor impacts on overall performance in related areas and will describe any extraordinary circumstances relating to the end-item task order performance. These impact statements will be used by the PEB to weigh the inclusion of specific issues in the award fee letter.

B.3 Business Management Performance Factor

Factor Weight: 15%

Description of Factor: Business Management is the manner in which the Contractor implements contract provisions. It includes personnel, inter-organizational interfaces, work flow, property and materials controls, and contract management. For each evaluation period, business management performance is broadly assessed in meeting the business management requirements for the overall contract.

Subfactors Considered for Evaluation:

Subfactors 1 through 8 Combined Weight: 10%

1. Contract Administration and Compliance – The Contractor will be evaluated on the overall administration of the contract. This will include accuracy and timeliness of all reporting requirements, task plan submissions, subcontract consent documentation, and proposal submissions; overall compliance with all terms and conditions of the contract; and responsiveness to contract issues.
2. Contract Changes – The Contractor will be evaluated on responsiveness to requests for Rough Order of Magnitude (ROM) estimates, Not To Exceed (NTE) estimates, and change proposals/task plans. The evaluation will include the Contractor's submission of timely, complete proposals and cooperation in negotiating changes.
3. Financial Reporting – The Contractor will be evaluated on the extent to which NASA Form 533 Reports are accurate, timely and complete. The Contractor will also be evaluated on the extent to which financial systems are responsive to special analyses or quickly adjusted as a result of contract changes or program events.
4. Subcontract Management – The Contractor will be evaluated on the extent to which subcontracts are managed to ensure compliance with subcontract terms and conditions, subcontract and cost performance reporting, and overall business management. This includes the ability to monitor and forecast business trends that may ultimately impact overall contract performance as well as timely incorporation of subcontract changes. Technical performance of subcontractors will be evaluated under Technical Performance factor.
5. Responsiveness of Upper Management – The Contractor will be evaluated on the extent to which corporate staffing, strategies, policies, plans, procedures, and actions provide an effective context for the successful performance of the contract and its subcontracts. This includes effective and timely management actions in relationships or interfaces with all major team organizations including international aspects such as export control.
6. General Business Management - The Contractor will be evaluated on its local and corporate business management. This area will include an evaluation of the Contractor's overall ability

and effectiveness in responding to management issues, identifying and correcting problems, and timeliness and accuracy of data.

7. Equal Employment Opportunity (EEO) – The Contractor shall submit SF-100 entitled, "Employer Information Report EEO-1" to GSFC's Code 120 15 days prior to closing of the evaluation period. Information regarding completion of this report is available from <http://www.eeoc.gov/employers/eeo1survey/2007instructions.cfm>. The Contractor shall provide the date and results of the most recent EEO compliance review. The Contractor shall describe the deficiencies (if known) from compliance reviews by OFCCP and what the Contractor's goals are to correct these deficiencies. Discuss Contractor's efforts in community outreach, special events, awards, and other. Additionally, the Contractor shall provide data depicting terminations, promotions, and new hires by job category, number of employees, gender and race. An assessment will be performed on the EEO-1 form in regards to changes from last performance period and comparison to census data (Washington SMSA) as well as a review of all other data and Contractor efforts.
8. Government Property – The Contractor will be evaluated on their ability to manage (control, use, preserve, protect, repair, maintain and report) all Government property in their possession (Contractor-acquired, Government-furnished and/or Installation-accountable) in accordance with the property clauses in the contract.
9. Small Business Utilization Subfactor Weight: 5%

Small Business Utilization is the manner in which the Contractor focuses management attention to subcontracting with Small, Women-Owned, Historically Black Colleges and Universities, HUBZone, Veteran-Owned, Service-Disabled Veteran-Owned, and Small Disadvantaged business concerns to the maximum extent practicable, consistent with efficient contract performance.

The Contractor will be evaluated on their performance against the Small Business Subcontracting Plan goals and their achievements in subcontracting high technology efforts.

The Contractor's Mentor Protégé program will be assessed. The areas to be evaluated during each evaluation period include the following:

- a. Specific actions taken by the Contractor to increase the participation of protégés as subcontractors and/or suppliers;
- b. Specific actions taken by the Contractor to develop the technical and corporate administrative expertise of a protégé as defined in the agreement;
- c. To what extent the protégé has met the developmental objectives in the agreement; and

- d. To what extent the firm's participation in the Mentor Protégé Program resulted in the protégé receiving competitive contract(s) and/or subcontract(s) from private firms and agencies other than the mentor.

Basis for Measuring Performance: Using the above subfactors and a standard of reasonable performance for them, the Performance Monitors will evaluate performance and prepare a Performance Monitor Report (PMR). On the basis of those evaluations, each PMR will be assigned a rating of "Excellent," "Very Good," "Good," "Satisfactory," or "Unsatisfactory," as specified in Attachment C, Section C.1, Award Fee Grading Table for Each Performance Factor. The PEB will give consideration to changed support requirements and/or other changes beyond the Contractor's control that impact performance.

For each applicable subfactor, the Performance Monitor report will characterize it as having major or minor impacts on overall performance in related areas and will describe any extraordinary circumstances relating to performance. These impact statements will be used by the PEB to weigh the inclusion of specific issues in the Award Fee Letter.

B.4 Cost Control – Services Factor

Factor Weight: 25%

Description of Factor: Cost Control is the manner in which the Contractor controls costs and manages financial resources. Cost Control includes the measure of the Contractor's success in controlling actual costs against the negotiated estimated cost of all active services task orders.

The cost control award fee shall be based on how the Contractor's (and subcontractors) actual accrued costs, contained in the monthly NASA Form 533s, compare to the negotiated estimated cost of all individual services task orders issued or active within an evaluation period. An assessment of actual technical work accomplished will be considered in the determination of the cost. The analysis of negotiated cost control will also give consideration to changed support requirements, changed statutory requirements, and/or changes beyond the Contractor's control, which impact service task order costs.

The evaluation of cost control will utilize the following guidelines:

- Normally, the Contractor should be given an Unsatisfactory rating for cost control when there is a significant cost overrun within its control. However, the Contractor may receive a Satisfactory or higher rating for cost control if the overrun is insignificant. Award fee ratings should decrease sharply as the size of the overrun increases. In any evaluation of Contractor overrun performance, the Government will consider the reasons for the overrun and assess the extent and effectiveness of the Contractor's efforts to control or mitigate the overrun.
- The Contractor should normally be rewarded for an underrun within its control, up to the maximum award fee rating allocated for cost control, provided the adjectival rating for

other award fee evaluation factors is Very Good or higher. An underrun will be rewarded as if the Contractor has met the estimated cost of the contract when the average adjectival ratings for all other factors is less than Good but greater than Unsatisfactory.

- The Contractor should be rewarded for meeting the estimated cost of the contract, but not to the maximum rating allocated for cost control, to the degree that the Contractor has prudently managed costs while meeting contract requirements. No award will be given in this circumstance unless the average adjectival rating for all other award fee evaluation factors is Satisfactory or higher.

Basis for Measuring Performance: Using the above subfactors and a standard of reasonable performance for them, the Performance Monitors will evaluate performance and prepare a Performance Monitor Report (PMR). On the basis of those evaluations, each PMR will be assigned a rating of "Excellent," "Very Good," "Good," "Satisfactory," or "Unsatisfactory," as specified in Attachment C, Section C.1, Award Fee Grading Table for Each Performance Factor.

B.5 Cost Control – End-Item Factor

Factor Weight: 25%

Description of Factor: Cost Control is the manner in which the Contractor controls costs and manages financial resources. Cost Control includes the measure of the Contractor's success in controlling actual costs against the negotiated estimated cost of each individual end-item task order.

The cost control award fee shall be based on how the Contractor's (and subcontractors) actual accrued cumulative costs plus the projected estimate-to-complete, contained in the monthly NASA Form 533s, compares to the negotiated estimated cost of each individual end-item task order. Cost variances for the individual period will be evaluated in combination with the overall estimated cost variance at task completion. An assessment of actual technical work accomplished will be considered in the determination of the cost control. The analysis of negotiated cost control will also give consideration to changed support requirements, changed statutory requirements, and/or changes beyond the Contractor's control, which impact each individual end-item task order costs.

The evaluation of cost control will utilize the following guidelines:

- Normally, the Contractor should be given an Unsatisfactory rating for cost control when there is a significant cost overrun within its control. However, the Contractor may receive a Satisfactory or higher rating for cost control if the overrun is insignificant. Award fee ratings should decrease sharply as the size of the overrun increases. In any evaluation of Contractor overrun performance, the Government will consider the reasons for the overrun and assess the extent and effectiveness of the Contractor's efforts to control or mitigate the overrun.

- The Contractor should normally be rewarded for an underrun within its control, up to the maximum award fee rating allocated for cost control, provided the adjectival rating for other award fee evaluation factors is Very Good or higher. An underrun will be rewarded as if the Contractor has met the estimated cost of the contract when the average adjectival ratings for all other factors is less than Good but greater than Unsatisfactory.
- The Contractor should be rewarded for meeting the estimated cost of the contract, but not to the maximum rating allocated for cost control, to the degree that the Contractor has prudently managed costs while meeting contract requirements. No award will be given in this circumstance unless the average adjectival rating for all other award fee evaluation factors is Satisfactory or higher.

Basis for Measuring Performance: Using the above subfactors and a standard of reasonable performance for them, the Performance Monitors will evaluate performance and prepare a Performance Monitor Report (PMR). On the basis of those evaluations, each PMR will be assigned a rating of "Excellent," "Very Good," "Good," "Satisfactory," or "Unsatisfactory," as specified in Attachment C, Section C.1, Award Fee Grading Table for Each Performance Factor.

ATTACHMENT C

AWARD FEE GRADING TABLES

C.1 Award Fee Grading Table for Each Performance Factor

Adjectival Rating	Range of Performance	Description
Excellent	100-91	Contractor has exceeded almost all of the significant award-fee criteria as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Very Good	90-76	Contractor has exceeded many of the significant award-fee criteria as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Good	75-51	Contractor has exceeded some of the significant award-fee criteria as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Satisfactory	50	Contractor has met the significant award-fee criteria as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.
Unsatisfactory	Less than 50	Contractor has failed to meet most or all of the significant award-fee criteria as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period.

Any Performance Factor receiving a grade of “Unsatisfactory” (less than 50 points) will be assigned zero performance points for purposes of calculating the award fee amount for that Performance Factor (includes cost control).

C.2 Overall Total Award Fee Grading Table

Adjectival Rating	Range of Performance	Description
Excellent	100-91	Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, business 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	90-76	Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, business 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	75-51	Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, business 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	50	Contractor has met overall cost, schedule, and business 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	Less than 50	Contractor has failed to meet overall cost, schedule, business 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.

Any factor receiving a adjectival rating of “Unsatisfactory” (less than 50) will be assigned a numerical score of Zero (0) for purposes of calculating the award fee amount to be earned (includes cost control). The Contractor will not be paid any award fee when the total award fee rating in the aggregate is "Unsatisfactory" (less than 50). As a benchmark for evaluation, in order to be rated "Excellent" overall, the contractor would typically be under cost, on or ahead of schedule, and providing outstanding technical performance. If all of these criteria are not met, the PEB or FDO must include justification for an overall “Excellent” rating.

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 the evaluation periods. The PEB will establish lists of subsidiary actions and schedules as necessary to meet the schedule for principal actions.

Action	Schedule
PEB Chairperson and members appointed	Prior to first period and ongoing
PEB Chairperson appoints Performance Monitors and informs the Contractor	Prior to first period and ongoing
Monitors receive orientation and guidance	Prior to first period
Performance Monitors assess performance and discuss results with the Contractor	Ongoing
Performance Monitors submit performance reports to PEB	Not later than (NLT) 15 days after end of period
PEB meets to discuss performance reports and prepare preliminary findings and recommendations	NLT 30 days after end of period
PEB forwards findings and summary recommendations to FDO in the award fee letter	NLT 40 days after end of period
The FDO reviews and signs the award fee letter. CO forwards the award fee letter and executed contract modification to the Contractor	NLT 45 days after end of period
Award fee payment made to the Contractor via contract modification	NLT 60 days after end of period

ATTACHMENT E

GENERAL INSTRUCTIONS FOR EVALUATION AND MONITORING OF PERFORMANCE

1. Performance Monitors will prepare outlines of their assessment plans and coordinate them with the PEB Chairperson. Upon agreement with the PEB Chairperson, the Performance Monitor will discuss the plans with appropriate Contractor personnel to assure complete understanding of the evaluation and assessment process.
2. Performance Monitors will conduct all assessments in an open, objective, and cooperative manner so that a fair and accurate evaluation is obtained. This will ensure that both the Performance Monitor and the Contractor receive accurate and complete information from which to prepare assessments and to plan improvements in performance. Positive performance accomplishments will be emphasized just as readily as negative ones and extraordinary circumstances will be noted in reports.
3. Performance Monitors will discuss their assessments with the appropriate Contractor personnel, noting observed accomplishments, deficiencies, or unusual circumstances. This affords the Contractor an opportunity to clarify possible misunderstandings regarding areas of unsatisfactory performance and to correct or resolve deficiencies in a timely manner.
4. Performance Monitors will conduct their contacts and visits with Contractor personnel within the context of official contractual relationships. They will avoid activities or associations that might cause, or give the appearance of, a conflict of interest on either part.
5. Performance Monitor contacts with Contractor personnel will not be used to instruct, direct, or supervise or control these personnel in the performance of the contract. The role of the monitor is to monitor, assess, and evaluate, not to manage the Contractor's effort.
6. Performance Monitors will document their assessments of Contractor performance in their reports that they will submit to the PEB at the end of each evaluation period. Performance Monitors will be prepared to make verbal reports of their evaluations and assessments as required by the PEB Chairperson.