

SECTION J, ATTACHMENT 1- SAMPLE AWARD FEE PLAN

This is a sample for preparing your proposal's Award Fee Plan. The final Award Fee Plan will be issued at contract award.

AWARD FEE PLAN
FOR THE
ANTARCTIC SUPPORT SERVICES CONTRACT
NO. TBD WITH TBD

CONCURRENCE:

TBD
Fee Determination Official
(Title)
National Science Foundation
Arlington, VA

Date

APPROVAL:

TBD
Senior Procurement Executive
National Science Foundation
Arlington, VA

Date

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I. INTRODUCTION

This plan covers the administration of the award fee provisions of Contract [*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 shall be based on the guidelines found herein. The contract was awarded in accordance with the provisions of Request for Proposal (RFP) DACS08P2215.

A. This contract covers the effort required to provide support services for the United States Antarctic Program's (USAP) projects, activities and scientific research. The scope encompasses maintaining an "active and influential presence in Antarctica designed to support the range of U.S. Antarctic interests." The USAP includes scientific research conducted by universities and research institutions, as well as by other Federal agencies, and interacts with other international Antarctic programs in support of science.

B. Payment of Award Fee

The contractor shall be paid award fee, if any, upon submittal of a proper invoice to the cognizant National Science Foundation (NSF) payment office (see Section G for invoicing procedures), together with a copy of the contract modification authorizing payment of award fee for the applicable award fee period. Award fee may be invoiced for payment only after the final determination of award fee earned and execution of the contract modification by the Contracting Officer (CO) authorizing payment. The contractor's invoice shall indicate the amount of award fee earned and payable with the applicable award fee CLIN. The contractor's invoice must cite the appropriate accounting data. There will be no provisional, interim or advance billing of award fee.

C. The period of performance will include a 6 month transition period from October 1, 2009 through March 31, 2010 and a 4 and ½ year base period from April 1, 2010 through September 30, 2014. There will be four option periods as follows: October 1, 2014 through September 30, 2016; October 1, 2016 through September 30, 2018; October 1, 2018 through September 30, 2020; and, October 1, 2020 through March 31, 2023. The first 3 options are for 2-year periods. The last option will include a 6 month transition period (for the last 6 months of performance) for a 2 ½ -year period. The total potential period of performance for the contract is 13.5 years. If at any time during the course of performance it is decided by NSF to not exercise any option period, then notice pursuant to FAR 52-217-8, Extension of Services, may be issued to cover any required time, if needed, for a transition out period. Government personnel will evaluate and assess the contractor's performance for the six-month period from April 1, 2010 and annually thereafter in accordance with the terms of the Award Fee Plan (AFP).

D. The maximum value of this contract including the option periods (if exercised) is *\$TBD*. The estimated cost and award fee are subject to equitable adjustments arising from changes or other contract modifications as approved by the CO.

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- E. The award fee payable will be determined every six months by the Fee Determination Official (FDO) in accordance with this plan.
- F. The FDO may unilaterally change this plan, as covered in Section V, Modification to the Award Fee Plan.
- G. The maximum award fee pool may be unilaterally adjusted by the Government based on, but not limited to, contractor performance, cost savings, and funding availability. The unilateral adjustments to the maximum award fee pool may also include rolling over unearned award fee to subsequent award fee periods at the Government's discretion.
- H. The determination and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government in accordance with the award fee scale and is not subject to the Disputes Clause.
1. The contractor may earn award fee for performance under the CPAF CLINs. The Government's purpose in granting an award fee is to encourage and reward superior contract performance. The Award Fee Plan sets out the award fee process and is located under Section J, Attachment 1.
 2. Award Fee Determination:
 - a) The Government will evaluate and assess the contractor's performance every six months beginning April 1, 2010 in accordance with the terms of the Award Fee Plan. The contractor may earn an award fee based on the award fee plan.
 - b) The Government reserves the right to modify award fee criteria (including award fee pool and award fee scale) and procedures by unilateral contract modification, issued prior to the start of the affected award fee evaluation period(s).
 - c) Government determination of the maximum award fee pool amount and the award fee earned to be paid to the contractor and the methodology for determining the award fee are unilateral decisions made solely at the discretion of the Government.
 - d) Award fee procedures, determinations and methodology are not subject to the Disputes Clause.
 3. Award Fee Pool:
 - a) The maximum award fee pool may be unilaterally adjusted by the Government based on, but not limited to, contractor performance, cost savings, and funding availability. The unilateral adjustments to the maximum award fee pool may also include rolling over unearned award fee to subsequent award fee periods subject to the Government's discretion.
 4. Award Fee Available Upon Termination for Convenience of the Government:

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In the event that the contract is terminated for the Government's convenience, either in whole or in part, the amount of award fee available shall be determined by the CO

II. ORGANIZATIONAL STRUCTURE FOR AWARD FEE ADMINISTRATION

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

A. Senior Procurement Executive (SPE)

1. The SPE is located in the Division of Acquisition and Cooperative Support (DACCS).
2. The SPE is the approval authority for any significant changes to this plan.

B. Fee Determination Official (FDO)

The FDO is appointed by the Deputy Director of NSF. The FDO for this contract is the Director of the Office of Polar Programs (OPP) or his/her designee.

The primary FDO responsibilities are:

1. Establish the Performance Evaluation Board (PEB), PEB Chair and appoint the voting members (by position title) of the PEB by memorandum. Note: The CO is a voting member.
2. Consider the PEB findings for each evaluation period and discuss it with the PEB Chair and other personnel (i.e. contractor) as appropriate.
3. Determine the Award Fee earned and payable for each evaluation period as addressed in Section IV and ensure that the amount of award fee earned is commensurate with and accurately reflects the contractor's performance. Any variance between the PEB recommendation and FDO determination must be justified and documented in the official contract file.
4. An award fee determination letter for the evaluation period, specifying the amount of award fee determined and the basis for that determination will be developed by and signed by the FDO with the assistance of the CO and review by the Office of the General Counsel.
5. Approves changes proposed to the Award Fee Plan (AFP) as addressed in Section IV, as appropriate.
6. Ensure timeliness of award fee evaluations.

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C. Performance Evaluation Board (PEB)

The PEB primary responsibilities are to:

1. Conduct ongoing evaluations of contractor performance based upon the performance monitor's Performance Reports and such additional performance information as may be obtained on the contractor. The PEB will evaluate the contractor's performance according to the standards and criteria stated in this AFP.
2. Submit an award fee letter to the FDO for signature, Develop and document in writing the PEB's findings and recommendations for each evaluation period which will be a report submitted to the FDO.
3. Recommend for approval by the FDO proposed changes to the AFP and to the SPE for significant changes.

D. PEB Chairperson

The PEB Chairperson is the Division Director of the Antarctic Infrastructure and Logistics Division (AIL). 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 ensure performance monitors are provided appropriate training to execute their duties as a performance monitor.
3. Request and obtain performance information from personnel involved in observing contractor performance, as appropriate.
4. Call on personnel to consult, as needed, with the PEB.
5. Ensure preparation of the PEB's written findings and recommendations for each evaluation period actual preparation and approval of the award fee letter and other documentation such as PEB minutes and summary.
6. Finalize and submit the overall written recommendation report that accompanies the award fee letter to the FDO.
7. Ensure the timeliness of award fee evaluations.
8. Recommend appropriate changes to this plan for consideration, as addressed in Section V.

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9. Meet with the contractor during the evaluation period to provide interim performance feedback.

E. Contracting Officer's Technical Representative (COTR)

The COTR will be appointed by the CO in consultation with the Antarctic Infrastructure and Logistics Division (AIL) Director.

The primary responsibilities of the COTR are to:

1. Receive and analyze the Performance Reports submittal.
2. Monitor, evaluate, and assess Contractor performance.
3. Gather and assemble the Performance Reports and supporting documentation for the reports to assemble the Contract Performance Report Summary (Binders) for all of the Performance Monitors.
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. Recommend appropriate changes to this plan for consideration, as addressed in Section IV.

F. Performance Monitors

The term "Performance Monitors" includes the CO and ABMs. ABMs will be designated by the COTR for each performance area to be evaluated.

The primary responsibilities of the Performance Monitors are to:

1. Monitor, evaluate, and assess contractor performance in assigned areas and in accordance with this award fee plan.
2. On a monthly basis prepare written performance reports for the PEB that will be submitted to the COTR, as described in Section II.E or others as appropriate.
3. Recommend appropriate changes in this plan for consideration, as addressed in Section IV.

G. Contracting Officer

The primary responsibilities of the CO are to:

1. Vote on the Contractor's performance at each rating period.

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2. Advise the PEB on Cost-Plus-Award-Fee rating standards, policies and procedures, and ensure the consistent application of procurement policy in these matters.
3. Receive and analyze the Performance Reports submitted by the Performance Monitors via the assigned COTR.
4. Monitor, evaluate, and assess Contractor performance.
5. Consider changes to this plan and recommend those determined appropriate for presentation to the FDO or SPE if the changes are deemed to be significant.
6. Attend all PEB meetings and assist the COTR in preparing PEB correspondence for the FDO.

H. Office of General Counsel (OGC)

The primary responsibilities of OGC are to:

1. Provide legal advice to PEB, PEB Chair, CO, and FDO. Assist the FDO in reviewing the Award Fee Letter.
2. Review PEB's recommendation report for legal sufficiency.
3. Review Award Fee Determination Letter for legal sufficiency.

III. 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 applicable award fee period. All award 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 actions and schedules for the award fee determination.

- A. The PEB Chairperson will ensure that a Performance 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 Performance Monitor assignments at any time without

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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 Performance Monitor receives the following:
 - 1. A copy of this plan along with any changes made in accordance with Section IV.
 - 2. Appropriate orientation and guidance.
 - 3. Specific instructions applicable to the monitors' assigned performance areas.
 - 4. Monthly reporting instructions.
- C. Performance 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 or CO.
- D. Performance Monitors will submit event reports to the COTR within 10 calendar days after the end of an evaluation period, and, if required, make oral presentations to the PEB. This includes the monthly report due from each Performance Monitor.
- E. The contractor may submit self-evaluation summaries to the CO. The contractor shall submit self-evaluations no later than five (5) calendar days following the end of a performance period. Contractor self-evaluations summaries will be forwarded through the appropriate Performance Monitors, who will reconcile differences between their reports and the contractor self-evaluation summaries prior to the PEB meeting. Such contractor self-evaluation summaries will be included in the PEB package.
- F. Within 20 calendar days of 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 and other documentation such as PEB minutes.
- G. The COTR, in coordination with the CO, will prepare the award fee determination recommendation 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 written recommendation report 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.

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- I. The CO shall notify the contractor in writing of the FDO's determination. The contractor may request a debriefing from the PEB Chairperson.

IV. MODIFICATION TO THE AWARD FEE PLAN (AFP)

A. Right to Make Unilateral Changes

The Government may unilaterally change this plan, prior to the beginning of an evaluation period by timely notice to the contractor in writing at least 15 calendar days prior to the start of the relevant evaluation period. Significant changes to this plan will require the approval of the Senior Procurement Executive.

B. Steps to Change the Award Fee Plan

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

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

*Days refer to calendar days.

C. Method for Changing Plan Coverage

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

1. DACS and OPP 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 CO and COTR 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

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significant by the CO, then the revised plan must be sent to the SPE for approval after the FDO review/concurrence.

No later than thirty (30) calendar days before the beginning of each evaluation period, the CO will notify the contractor in writing of any changes to be applied during the next performance period. If the contractor is not provided with this notification, or if the notification is not provided within the agreed number of works 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 between the contractor and NSF is obtained.

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ATTACHMENT A

EVALUATION PERIODS AND MAXIMUM AVAILABLE AWARD FEE

Award Fee Periods with Maximum Award Fee Pool			
Period	Start Date	End Date	Estimated Max. Award Fee Pool
1	1 Apr 2010	30 Sep 2010	\$4,900,000
2	1 Oct 2010	31 Mar 2011	\$5,898,200
3	1 Apr 2011	30 Sep 2011	\$5,898,200
4	1 Oct 2011	31 Mar 2012	\$5,994,800
5	1 Apr 2012	30 Sep 2012	\$5,994,800
6	1 Oct 2012	31 Mar 2013	\$6,093,500
7	1 Apr 2013	30 Sep 2013	\$6,093,500
8	1 Oct 2013	31 Mar 2014	\$6,193,600
9	1 Apr 2014	30 Sep 2014	\$6,193,600
10	1 Oct 2014	31 Mar 2015	\$6,295,800
11	1 Apr 2015	30 Sep 2015	\$6,295,800
12	1 Oct 2015	31 Mar 2016	\$6,399,400
13	1 Apr 2016	30 Sep 2016	\$6,399,400
14	1 Oct 2016	31 Mar 2017	\$6,505,100
15	1 Apr 2017	30 Sep 2017	\$6,505,100
16	1 Oct 2017	31 Mar 2018	\$6,612,900
17	1 Apr 2018	30 Sep 2018	\$6,612,900
18	1 Oct 2018	31 Mar 2019	\$6,722,450
19	1 Apr 2019	30 Sep 2019	\$6,722,450
20	1 Oct 2019	31 Mar 2020	\$6,834,100
21	1 Apr 2020	30 Sep 2020	\$6,834,100
22	1 Oct 2020	31 Mar 2021	\$6,946,854
23	1 Apr 2021	30 Sep 2021	\$6,946,854
24	1 Oct 2021	31 Mar 2022	\$7,061,469
25	1 Apr 2022	30 Sep 2022	\$7,061,469
26	1 Oct 2022	31 Mar 2023	\$7,177,975

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ATTACHMENT B

PERFORMANCE AREAS 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.

Factor	Weight	Section
Technical Performance	40 %	B.1
Business Management Performance	40 %	B.2
Cost Control	20 %	B.3

B.1 Technical Performance

Factor Weight: 40%

Description of Factor: For each semi-annual 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 Performance Work Statement (PWS), including a variety of subfactors related to how the work was accomplished, as indicated below:

Subfactors Considered for Evaluation:

1. Technical Requirements – The Contractor will be evaluated on their performance in providing effective and efficient performance based services to meet the technical requirements and schedules as described in the contract's statement of work. This includes a subjective assessment of the quality of performance based services provided, i.e., accuracy of contractor performance in providing services, the timely completion of key milestones and tasks identified, and anticipating and resolving problems; recovery from delays; reaction time and appropriateness of response to changes. Also to be considered is the quality and timeliness of all technical reports and other required deliverables as outlined in SECTION F - SCHEDULE OF CONTRACT DELIVERABLES. The Government will make evaluations only on services that have been requested/ordered.
2. Innovation – Innovations, systems transitions, and improvements in service delivery 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 their performance in providing staffing at appropriate skill levels to provide effective and efficient performance based services. The extent to which the Contractor has applied and retained competent and experienced personnel to assure successful and cost effective

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performance.

4. Communications – Assessment of the Contractor's performance in providing good communication within its organization and the Government and whether all problems, technical issues and changes were promptly reported to all concerned.
5. Subcontracting – The Contractor will be evaluated on the overall effectiveness of managing subcontracts. This will include the business relationship between the prime and subs, the level of cooperation between all parties and the Contractor's ability to ensure quality performance based services from subcontractors.
6. Thoroughness - The Contractor will be evaluated based on their performance in providing appropriate analysis and evaluation of alternative methods, processes, or procedures to accomplish overall requirements within schedule and budget.
7. Facilities and Equipment - The Contractor will be evaluated based on their performance in providing operation and maintenance of facilities and Government Furnished Equipment in accordance with the provisions of the contract.
8. Environmental, Health, Safety and Security - The Contractor will be evaluated based on its performance in providing 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 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. 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.
9. Risk Management – The Contractor will be evaluated on its performance in providing risk analysis, 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 prepare a report that addresses the

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associated performance metrics specified in the PWS for which they are responsible. On the basis of those evaluations, each semi-annual Performance Report will be assigned a rating of "Outstanding," "Excellent," "Above Average", "Average" and/or "Unsatisfactory," as specified in Attachment C, Award Fee Grading Table.

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

B.2 Business Management Performance

Factor Weight: 40%

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 semi-annual evaluation period, business management performance is broadly assessed in meeting the business management requirements for the overall contract, as indicated below:

Subfactors Considered for Evaluation:

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, timeliness of special project proposals, 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) s, Not to Exceed (NTE) s, and change proposals. The evaluation will include the Contractors submission of timely, complete proposals and cooperation in negotiating changes.
3. Financial Reporting – The Contractor will be evaluated on the extent to which financial reports are accurate, timely and complete. 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 effectively in terms of contract administration, meeting interim milestones, cost performance, 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

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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 (CONUS), NON-CONUS (Antarctica) and corporate business management. This area will include an evaluation of the Contractor's overall performance 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 the Contracting Officer 15 days prior to closing of each evaluation period. Information regarding completion of this report is available from <http://www.eeoc.gov/stats/jobpat/e1instruct.html>. Provide the date and results of the most recent EEO compliance review. 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.
8. Facilities and Equipment – The Contractor will be evaluated on their operation and maintenance of facilities and government furnished equipment at the contractor's facility in accordance with the provisions in the contract.
9. Subcontracting – The contractor shall be evaluated on attainment of Small Business Subcontracting Plan goals and Small Disadvantaged Business Participation targets.

Basis for Measuring Performance: The Performance Monitors will prepare a report that addresses the above performance areas. On the basis of those evaluations, each performance report will be assigned a rating of "Outstanding," "Excellent," "Above Average," "Average" and/or "Unsatisfactory," as specified in Attachment C, Award Fee Grading Table. For each applicable Subfactor, the 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 the performance of the contract. These impact statements will be used by the PEB to weigh the inclusion of specific issues in the Award Fee Letter.

B.3 Cost Control

Factor Weight: 20%

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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 task orders.

The cost control award fee shall be based on how the Contractor's (and subcontractors) actual accrued costs, contained in the monthly financial reports, compare to the negotiated estimated cost of all work performed 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 changes support requirements, changed statutory requirements, and/or changes beyond the Contractor's control, which impact performance costs.

The evaluation of cost control will use the following guidelines:

- Normally, the Contractor should be given a score of zero for cost control when there is a significant cost overrun within its control. However, the Contractor may receive higher scores for cost control if the overrun is insignificant. Scores 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 under-run within its control, up to the maximum score allocated for cost control, provided the average numerical rating for other award fee evaluation factors is 70 or higher. An under-run will be rewarded as if the Contractor has met the estimated cost of the contract when the average numerical rating for all other factors are 70 or higher.
- The Contractor should be rewarded for meeting the estimated cost of the contract, but not to the maximum score 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 numerical ratings for all other award fee evaluation factors are 70 or greater.

Basis for Measuring Performance: Using the above subfactors and a standard of reasonable performance for them, the monitors will prepare a report that addresses the above performance metrics. On the basis of those evaluations, each semi-annual Performance Report will be assigned a rating of "Outstanding," "Excellent," "Above Average," "Average" and/or "Unsatisfactory," as specified in Attachment C, Award Fee Grading Table.

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AWARD FEE GRADING SCALE

Adjectival Rating	Range of Performance	Description
Outstanding	96-100	Of exceptional merit; exemplary performance in a timely, efficient and economical manner; very minor (if any) deficiencies with no adverse effect on overall performance
Excellent	90-95	Very effective performance, fully responsive to contract requirements; contract requirements accomplished in a timely, efficient, and economical manner for the most part; only minor deficiencies
Above Average	80-89	Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance
Average	70-79	Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance
Unsatisfactory	0-69	Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas which adversely affect overall performance

Any factor receiving a grade of “unsatisfactory” (less than 70 points) will be assigned zero performance points for purposes of calculating the award fee amount (includes cost control). The contractor will not be paid any award fee when the total award fee score is "Unsatisfactory" (less than 70 points). In order to earn a total overall rating of "Outstanding," the contractor must be under cost, on or ahead of schedule, and be rated "Outstanding" for Technical Performance. Key government personnel will evaluate and assess the contractor's performance for the six-month period ending September 30, 2010 and annually thereafter.

SECTION J, ATTACHMENT 1- SAMPLE AWARD FEE PLAN

This is a sample for preparing your proposal’s Award Fee Plan. The final Award Fee Plan will be issued at contract award.

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. “Days” refer to calendar days.

Action	Schedule
FDO Appoints	
PEB Chairperson and members appointed	Prior to first period and ongoing
PEB Chairperson appoints Performance Monitors and informs contractor	Prior to first period and ongoing
Performance Monitors receive orientation and Guidance	Prior to first period, and as needed
Performance Monitors assess performance and discuss results with contractor	Ongoing
Performance Monitors submit performance reports to PEB/COTR	Not later than (NLT) 10 days after end of period
PEB meets to discuss performance reports and prepare preliminary findings and recommendations	NLT 20 days after end of period
PEB forwards findings and summary recommendations to FDO in the award fee letter	NLT 30 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 contractor for comment	NLT 40 days after end of period
Contractor submits comments for FDO resolution	NLT 45 days after receipt of Award Fee Letter
Award fee payment made to contractor via contract modification	NLT 60 days after end of period

SECTION J, ATTACHMENT 1- SAMPLE AWARD FEE PLAN

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FDO resolves any contractor comments and NLT 50 days after end of period

Contractor may request a debriefing NLT 65 days after end of Award Fee Period

SECTION J, ATTACHMENT 1- SAMPLE AWARD FEE PLAN

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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 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 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 poor 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 monthly reports that they will submit to the PEB at the end of each evaluation period. Monitors will be prepared to make verbal reports of their evaluations and assessments as required by the PEB Chairperson or CO.

SECTION J, ATTACHMENT 1- SAMPLE AWARD FEE PLAN

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ATTACHMENT F

CPAF CONTRACT PERFORMANCE REPORT AND CHECKLIST

Refer to Sample NSF CPAF Contract Performance Report and Checklist below.

(SAMPLE)

**National Science Foundation
CPAF CONTRACT PERFORMANCE REPORT**

Contract No.	Contractor	Task Order No. (If Applicable)
Reporting Element		Date(s) of Event Reported
Performance Evaluation Category		
Was Contractor Notified? <input type="checkbox"/> Yes <input type="checkbox"/> No	By Whom?	When?

DESCRIPTION OF PERFORMANCE

SUGGESTED FORMAT FOR REPORTING

First Paragraph:

Describe what the contractor was supposed to do. Describe the task in terms of what is desired as an end item or what the contractor would have to do to successfully complete the job. Is there a specific level of achievement desired? (Reference PWS or other requirement.)

Second Paragraph:

Tell what the contractor actually did.

Third Paragraph:

What was the impact, either above average or bad, on performance, schedule, and dollars? Did the contractor's actions cross over other operations or involve other projects? Will there be an impact in the future as a result of what the contractor did?

(See the following checklist in order to spot potential elements not readily discernible.)

O, E, AA, A, or Un	Signature of Performance Monitor	Date
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PERFORMANCE COORDINATOR'S ASSESSMENT

Further clarification of the monitor's report including relation to other performance, contractor's input, and impact as viewed by the coordinator.

O, E, AA, A, or Un	Signature of Performance Monitor	Date
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SECTION J, ATTACHMENT 1- SAMPLE AWARD FEE PLAN

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EVENTS CHECKLIST

1. Did the contractor perform the work with an unusual degree of technical competence?
2. What was the impact of the early or late completion of this effort?
3. Did the contractor make unusual effort to utilize manpower available?
4. What was the current workload in relation to the contractor's performance of this particular circumstance?
5. Was the contractor resourceful in its attempts to complete the work through in-house capabilities?
6. What significant relation exists in this effort and other work?
7. Has the monitor included full descriptions of the facilities involved and their relationship to the event (limited use of acronyms)?
8. How important was the time frame involved?
9. Did the contractor perform the effort on its own initiative or as a result of a specific technical direction?
10. Has the monitor successfully demonstrated the difference between their interpretation of the circumstance and what would normally be expected performance?
11. Are there any objective standards involved in the write-up? If so, what?
12. Has the monitor clearly distinguished the contractor's performance in terms of ingenuity, creativity, and innovation?
13. Has the monitor successfully demonstrated the impact of the circumstance to all direct and indirect areas?

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ATTACHMENT G

ABBREVIATIONS AND ACRONYMS

<u>Term</u>	<u>Definition</u>
ABM	Activity Based Manager
AFP	Award Fee Plan
AIL	Antarctic Infrastructure and Logistics Division
CBA	Collective Bargaining Agreement
CDRL	Contract Data Requirements List
CO	Contracting Officer
COTR	Contracting Officer's Technical Representative
CPAF	Cost Plus Award Fee
DRD	Data Requirements Description
EEO	Equal Employment Opportunity
FAR	Federal Acquisition Regulations
FDO	Fee Determination Official
IT	Information Technology
NLT	No Later Than
NSF	National Science Foundation
OFCCP	Office of Federal Contract Compliance Program
OGC	Office of the General Counsel
OPP	Office of Polar Programs
OSHA	Occupational Health and Safety Administration
PEB	Performance Evaluation Board
PEBL	PEB Letter
PWS	Performance Work Statement
RFP	Request for Proposal
SMSA	Standard Metropolitan Statistical Area
SPE	Senior Procurement Executive
USAP	United States Antarctica Program