

DRAFT

NATIONAL CANCER INSTITUTE

FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTER (FFRDC)

FREDERICK NATIONAL LABORATORY for CANCER RESEARCH (FNLCR)

AWARD FEE PLAN

CONTRACT NO. TBD

CONTRACTOR

EFFECTIVE Month DD, YYYY

Fee Determining Official

Date

All information contained herein is to be used solely for internal Government decision making.

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
1.0	Overview	3
2.0	Organization	3
3.0	Duties and Responsibilities	4
4.0	Evaluation Criteria and Award Fee Pool Allocation	7
5.0	Interim Performance Feedback	15
6.0	Conflict of Interest	15

<u>Exhibit</u>	<u>Title</u>
1	Award Fee Rating Scale
2	Coordinator Areas of Responsibility
3	Award Fee Process Schedule
4	Conflict of Interest Disclosure Form

1.0 OVERVIEW

This award fee plan is the basis for the Government's evaluation of the Contractor's Contract performance related to the overall operations at the FFRDC. It describes the specific criteria and procedures used to assess the Contractor's performance and to determine the amount of award fee earned.

The performance is evaluated using information gathered from Performance Monitors, summarized by Coordinators and scored by the Award Fee Board. The award fee earned is determined by the Fee Determining Official (FDO). Award fee determinations are unilateral determinations made solely by the FDO and shall be binding on both parties and not subject to the Disputes clause included in Section I of the contract.

Evaluation of Contract performance must be based on the Contractor's performance requirements set forth in the Contract. Award fee is earned on the Contract by evaluating the Contractor's performance across all task orders for the period. The Contractor's performance will be evaluated in accordance with the Award Fee Rating Scale set forth in Exhibit 1 and the Performance Categories as described in Section 4. All personnel involved in the award fee process shall only consider performance during the most recent evaluation period. Any information from previous award fee evaluations shall not be referenced nor considered in any document nor discussed in regards to the most recent award fee period under evaluation.

1.1 AWARD FEE PLAN CHANGES

All changes to Performance Categories or adjustments to weightings (percentages) to redirect the Contractor's emphasis to areas needing improvement shall be approved by the Fee Determining Official (FDO).

All changes to the Award Fee Rating Scale (Exhibit 1) are subject to bi-lateral agreement between the Government and Contractor via a formal contract modification.

All other aspects and elements of this Award Fee Plan may be changed unilaterally by the Government provided the Contracting Officer gives specific written notice to the Contractor, at least seven (7) calendar days prior to the effective date of any changes. Any changes to Performance Categories must be provided seven (7) days prior to the start of a new evaluation period, otherwise the same Performance Categories and weights listed for the preceding period will be used in subsequent period.

The Award Fee will be evaluated and determined every six (6) months.

2.0 ORGANIZATION

The award fee organization is comprised of the following roles: Performance Monitors, Coordinators, Award Fee Board, Contracting Officer, and Fee Determining Official.

The specific roles and responsibilities are identified below:

2.1 Performance Monitors

All users of Contractor (*Contractor name to be inserted*) services may function as Performance Monitors. This includes Government personnel and any other personnel who may require the services provided under the contract. It does **not** include employees of the Contractor evaluated under this plan nor any affiliates or subcontractors of that Contractor.

2.2 Coordinators

Coordinators and their respective areas of responsibility are outlined in Exhibit 2: Coordinator Areas of Responsibility.

2.3 Award Fee Board

The Award Fee Board is composed of Government personnel only, whose experience with and knowledge of the award-fee evaluation areas allows them to analyze and evaluate the Contractor's overall performance. The Award Fee Board consists of the following individuals:

Actual Members - TBD

- *Eight (8) Board Members comprised of senior Government staff (voting)*
- *Chairperson, (non-voting)*
- *Executive Secretary (non-voting)*

Three (3) consecutive absences from Award Fee Meetings by any one (1) Board Member may result in removal from the Board.

2.4 Contracting Officer

TBD

2.5 Fee Determining Official

TBD

3.0 DUTIES AND RESPONSIBILITIES

3.1 Performance Monitors

Performance Monitor duties are outlined in a separate document entitled, "Monitor & Coordinator Training Guide" located at **TBD**.

3.2 Coordinators

Coordinator duties are outlined in a separate document entitled, "Monitor & Coordinator

Training Guide” located at **TBD**. Coordinators are required to sign a Conflict of Interest Acknowledgement and Disclosure form as discussed in Section 6.0 of this plan and provided in Exhibit 4: Conflict of Interest Acknowledgement and Disclosure Form.

3.3 Award Fee Board

The formal performance evaluation occurs at the Award Fee Board. Board members are selected for their managerial and scientific cognizance of user requirements as they relate to the contract. Board members **may not** serve as coordinators; however, in the event a coordinator is unable to attend the board meeting, a board member may present a coordinator report so long as the report was authored by the full time coordinator and the Chairperson and Fee Determining Official approves the substitution. Award Fee Board Members are required to sign a Conflict of Interest Acknowledgement and Disclosure form as discussed in Section 6.0 of this plan and provided in Exhibit 4: Conflict of Interest Acknowledgement and Disclosure Form.

Prior to the Board meeting, Board members will review:

- Coordinator Reports
- Contractor Performance Status Report
- Contractor Comments to Coordinator Reports

At the Board meeting:

- At least four (4) voting members must be present for the conduct of any Board responsibilities. This constitutes a quorum.
- No proxy votes will be accepted at the meeting; only those in attendance will be permitted to vote. Substitutions will be permitted for members unable to attend, if required to provide a quorum, subject to Chairperson’s and Fee Determining Official’s approval.
- Coordinators will provide a brief oral summary (no more than five (5) minutes) of their written Coordinator report and provide a recommended numerical rating.
- Each Board member will assess the Contractor's overall performance giving consideration **only** to performance data for the period reported in the Coordinators’ reports and oral presentations. The Board may **not** introduce new issues, even if from personal experience, during the course of the meeting. The Board may also consider remarks made by the Chairperson and Fee Determining Official or persons asked to comment by the Chairperson or Fee Determining Official that would further clarify specific matters identified in the aforementioned reports and presentations.
- The Board may also consider information provided in the Contractor Performance Status Report; the Contractor’s comments to Coordinator Reports; and the Contractor provides in the brief presentation at the beginning of the Board meeting.
- Upon completing their assessment, the Board member will assign a numerical rating to each area of evaluation in accordance with the Award Fee Rating Scale (see Exhibit 1). The standards are sufficiently broad that the Board shall consider

negative incentives for below standard performance and positive incentives for above standard performance.

- Immediately following the Board-only session, the Board members will be available to discuss evaluation findings with the Contractor.
- The Board-only session then commences with the Fee Determining Official and Chairperson to discuss recommended overall fee percentage.
- All information discussed in the meeting shall be treated with strict confidentiality.

3.4 Chairperson, Award Fee Board

The Chairperson, in consult with the Contracting Officer, is responsible for selecting Award Fee Board members and Coordinators to participate in the evaluation process and shall obtain the concurrence of the employee's supervisor and the Fee Determining Official in their selection.

The Chairperson distributes the reports to the members of the Award Fee Board.

The Chairperson conducts the meeting and, at its conclusion, provides an oral summary of results to the Contractor's representative, if present. The oral summary will include a clear and concise list of the significant positive accomplishments, as well as the deficiencies and concerns raised by the Board that had an impact on the Contractor's total score and associated adjectival rating. The accomplishments and deficiencies/concerns will be presented to the Contractor by the Chairperson at the end of the Board meeting.

Board members who wish to provide comments to the Contractor do so at the invitation of the Chairperson.

The Chairperson is responsible for review and approval of the Award Fee Board Minutes prepared by the Executive Secretary to assure it sets forth an accurate representation of meeting proceedings that will constitute a basis for the Board's scoring.

3.5 Contracting Officer (CO)

After reviewing and approving the Coordinators' Reports, the Contracting Officer submits the Coordinators' reports to the Award Fee Board Chairperson, in accordance with the schedule provided in Exhibit 3, for dissemination to the Board. In addition, the Contracting Officer submits the Coordinators' report (with recommended adjectival ratings deleted) to the Contractor.

The Contracting Officer is responsible for ensuring the Award Fee process is followed as outlined in the Award Fee Plan.

The Contracting Officer will provide a written Award Fee Notification Letter to the Contractor within ten (10) business days of the Board meeting.

3.6 Fee Determining Official (FDO)

The Fee Determining Official determines the amount of fee earned by the Contractor during the period under evaluation based upon the findings of the Award Fee Board and all other relevant factors. The Fee Determining Official prepares, via the Contracting Officer, and signs an Award Fee Notification Letter, which establishes the award fee earned for the period within ten (10) business days following the Board meeting.

3.7 Contractor

The Contractor's responsibilities include the following:

- Submission of Contractor Performance Status Report in accordance with dates/schedule in the contract.
- The Contractor Performance Status Report is the Contractor's written self-assessment of their performance throughout the evaluation period. This assessment may contain any information reasonably expected to assist the Board in the evaluation of the Contractor's performance.
- At least three (3) business days prior to the Board meeting, the Contractor may, at its discretion, provide written comments to the Contracting Officer addressing any issues contained therein.
- The Contractor, at its option, may designate one individual to make a brief (not to exceed 20 minutes) presentation to the Board at the beginning of the meeting. The presentation should be limited to providing the Board with information that is relevant to the evaluation. If the Contractor intends to make such a presentation, it should be scheduled with the Award Fee Board Chairperson in advance of the meeting.
- At the conclusion of each meeting, the Contractor, at its option, may return for a summary of Board Meeting results.

4.0 EVALUATION CRITERIA AND AWARD FEE POOL ALLOCATION

The evaluation criteria are set forth in Sections 4.1 thru 4.4 below. The contributing factors for each Performance Category are listed for guidance purposes only; they do not represent a complete basis for assessment of performance within the Performance Categories. Additionally, the Contractor's performance in all award fee aspects shall be rated in accordance with the Award Fee Rating Scale and the following definitions as set forth in Exhibit 1:

Major Elements for Improvement are areas of performance with significant negative impact to the Government in terms of cost, schedule, performance, or communications. The Contractor did not adequately address the issue and/or there was Government senior leadership involvement (Director and/or CO) to address the issue.

Minor Elements for Improvement are areas of performance with minimal negative impact to the

Government in terms of cost, schedule, performance, or communications. The Contractor adequately addressed the issue with minimal Government involvement, if any.

4.1 Performance Category - Scientific and Technical

The Government will evaluate the Contractor's performance in meeting Government scientific and technical requirements. Consideration of the factors set forth below is to be given when assessing the Contractor's performance. The applicability and relative importance of these factors to a particular performance area must be determined by the cognizant Performance Monitor and/or Coordinator. The contributing factors (CF) for this performance category are: Project Management, Communications, Cost/Schedule/Performance Outcomes, Goals and Objectives Established/Met.

CF 1.1 Project Management

- Are activities adequately planned, logically scheduled, and promptly executed?
- Where applicable, are projected levels of effort suitably appropriated and achieved on schedule?
- Are work outputs at the expected level when compared with other similar projects?
- Are activities/projects accomplished promptly and completely, so as to be available in a timely manner for other work dependent upon them?
- Are resources being effectively utilized, including considerations such as: adequacy of staffing, qualifications/training of personnel, personnel appropriately assigned and utilized in order to effectively and efficiently execute project requirements?
- Are risks and critical problems identified, mitigated, and remediated effectively and expeditiously?
- Is there effective planning, organizing and managing of all program elements?
- Are personnel employed optimally? This parameter includes the effective use of ingenuity and perceptiveness to increase productivity while maintaining quality standards.

CF 1.2 Communications

- Does the Contractor ensure effective communication across all areas of the contract and with all affected stakeholders?
- Does the Contractor show suitable responsiveness and support both initially and during the course of project requirements with respect to the caliber of services/products, effectiveness of communications among project personnel counterparts, application and maintenance of appropriate facilities, and adequacy of supplies?
- Does the Contractor demonstrate cooperation and effective working relationships with Government and Contractor personnel to successfully execute operations and projects?
- Does the Contractor successfully implement an integrated approach to activities, thereby ensuring operational efficiency?
- Does support furnish optimal assistance to laboratory operations?
- Are problems solved expeditiously?

- Are unexpected situations or emergent challenges communicated effectively and appropriately to affected stakeholders?

CF 1.3 Cost/Schedule/Performance Outcomes

- Is all technical work continuously conducted at levels of safety and environmental control that meet or exceed existing regulations?
- Are all laboratory workers sufficiently trained in safety aspects of their job?
- Are laboratory workers, experimental integrity, and outside environment effectively protected?
- Have significant changes and improvements been instituted in the technical/research support services?
- Are accepted professional quality standards being applied toward accomplishment of the work?
- Are experimental results reported effectively?
- When appropriate, is scientific material published in recognized journals or other reputable forms of technical communications?
- On an overall basis, is the best possible use being made of personnel and physical resources to achieve the greatest productivity and economy?
- Does the laboratory professional and technical staff utilize space, equipment, materials and supplies, and available resources with maximum effectiveness and economy?
- Does the Contractor meet key milestones and delivery dates?
- Is the Contractor meeting the technical requirements provided by the Government?

CF 1.4 Goals and Objectives Established/Met – pertaining to Goals and Objectives

- Did the Contractor establish innovative and effective goals, providing demonstrated impact to scientific and technical management and performance?
- Did the Contractor successfully meet the goals established?
- Did the Contractor appropriately and effectively manage the execution of activities in support of goals and appropriately remediate and mitigate any challenges, risks, or barriers, to successful completion?

4.2 Performance Category – Administrative

Under this element, overall performance of administrative areas will be evaluated. The focus for the evaluations will be effectiveness of Contractor performance relating to overall planning, coordination and execution of administrative management functions. The contributing factors for this performance category are: Project Management, Communications, Cost/Schedule/Performance Outcomes, Financial, Acquisitions, and Human Resources.

CF 2.1 Project Management

- Are administrative programs and activities adequately planned, logically scheduled, and promptly executed?

- Does the Contractor identify and self-initiate administrative programs or operations to ensure the continued progress of the FNLCR?
- Are administrative initiatives accomplished efficiently, effectively, and set forth to achieve a high level of organizational impact?
- Are resources being effectively utilized, including considerations such as: adequacy of staffing, qualifications/training of personnel, personnel appropriately assigned and utilized in order to effectively and efficiently execute administrative activities/programs?
- Are risks and critical problems identified, mitigated, and remediated effectively and expeditiously?
- Is there effective planning, organizing and managing of all program elements?

CF 2.2 Communications

- Does the Contractor ensure effective communication across all areas of the contract and with all affected stakeholders?
- Does the Contractor show suitable responsiveness and support both initially and during the course of operational and management activities?
- Does the Contractor demonstrate cooperation and effective working relationships with Government and Contractor personnel to successfully execute operations and projects?
- Does the Contractor successfully implement an integrated approach to activities, thereby ensuring operational efficiency?
- Is administrative support effectively provided?
- Are problems solved expeditiously?
- Are unexpected situations or emergent challenges communicated effectively and appropriately to affected stakeholders?

CF 2.3 Cost/Schedule/Performance of Outcomes

- How well did the Contractor control, meet or exceed established costs?
- If there was an over/under-run, what caused the over/under-run (is it solely Contractor caused or did the Government contribute to the situation)?
- How well does the Contractor address cost control by timely development of baseline, undistributed management reserve?
- What is the Contractor's performance in using cost control systems to effectively monitor and report cost status in a timely fashion?
- Are variances clearly explained in accordance with contractual reporting requirements?
- Did the Contractor utilize methods for cost reductions such as the implementation of cost savings programs, cost avoidance programs, alternate designs and process methods, or make v. buy programs?
- Did the Contractor utilize economies when executing requirements, such as economies in use of personnel, materials, resources, facilities, and other similar areas?
- How well does the Contractor project, report, and mitigate schedule impacts?
- Was there a delay in delivery of a government furnished item that caused a delay and forced overtime to meet the schedule resulting in a cost overrun?

CF 2.4 Financial

- Has the Contractor provided timely and accurate financial reporting?
- Are the Contractor's cost estimates reasonably close to actuals? Are significant deviations explained and properly justified?
- Has the Contractor endeavored to reduce costs wherever and whenever possible without sacrificing the required quality of the products/services being provided?
- Is the Contractor performing adequate internal audits, and satisfactorily implementing the results thereof?
- Are make or buy decisions being made and documented appropriately?
- Is the Contractor responsive to the obligations of sound financial stewardship and fiscal management?
- Is the Government kept informed of all significant and/or relevant financial issues?

CF 2.5 Acquisitions

- Are the Contractor's purchasing/subcontracting policies and procedures consistent with applicable contract requirements (i.e., small business, minority business, labor surplus, foreign purchases, etc.)?
- Are such policies and procedures providing the greatest practical return to the government for its expenditures?
- Do the Contractor's overall procurement practices adhere to current Federal Acquisition Regulations with respect to competition, justifications for other than full and open competition, GSA stores stock/schedule buys, price reasonableness determinations, and other similar considerations?
- Has the Contractor complied with all terms and conditions of the contract?
- Has the Contractor been successful making a good faith effort in meeting and/or exceeding the goals and objectives of its approved Subcontracting Plan?
- Are reports required by the contract being submitted with the required data and in accordance with the due dates established in the contract?
- Has the Contractor effectively provided subcontract direction, coordination, and administration?

CF 2.6 Human Resources

- Does the Contractor successfully execute and manage recruitment and retention programs?
- Are vacancies recruited and filled in a timely and efficient manner to minimize disruption to requirements and avoid negative impacts to the successful execution of requirements?
- Is the Contractor ensuring the recruitment and hiring of highly qualified personnel?
- Does the Contractor work collaboratively with customers so that an appropriate position description and staffing strategy can be developed and executed?
- Does the Contractor successfully manage an employee benefits program?

- Does the Contract maintain relevant training and development programs to ensure the growth and maintenance of staff expertise?

4.3 Performance Category - Facilities Maintenance and Engineering (FME) & Environment, Health and Safety (EHS)

Under this element, overall FME and EHS performance will be evaluated. The focus for the evaluations will be effectiveness of Contractor performance relating to overall planning, coordination and execution of FME and EHS functions. The contributing factors for this performance category are: Project Management, Communications, and Cost/Schedule/Performance Outcomes.

CF 3.1 Project Management

- Are activities adequately planned, logically scheduled, and promptly executed?
- Where applicable, are projected levels of effort suitably appropriated and achieved on schedule?
- Does the Contractor meet key milestones and delivery dates?
- Are work outputs at the expected level when compared with other similar projects?
- Are procedures accomplished promptly and completely, so as to be available in a timely manner for other work dependent upon these procedures?
- Are resources being effectively utilized, including considerations such as: adequacy of staffing, qualifications/training of personnel, personnel appropriately assigned and utilized in order to effectively and efficiently execute project requirements?
- Are risks and critical problems identified, mitigated, and remediated effectively and expediently?
- Is there effective planning, organizing and managing of all program elements?
- Are personnel employed optimally? This parameter includes the effective use of ingenuity and perceptiveness to increase productivity while maintaining quality standards.
- Does the Contractor maintain an effective Quality Control program, addressing elements such as accuracy, inspections, and surveys?

CF 3.2 Communications

- Does the Contractor ensure effective communication across all areas of the contract and with all affected stakeholders?
- Does the Contractor provide successful delivery of services across the FFRDC, including coordinating and integrating FME and EHS resources, activities, and interfaces?
- Does the Contractor show suitable responsiveness and support both initially and during the course of FME and EHS activities?
- Does the Contractor demonstrate cooperation and effective working relationships with Government and Contractor personnel to successfully execute FME and EHS activities?
- Does the Contractor successfully implement an integrated approach to activities,

- thereby ensuring operational efficiency?
- Does the Contractor furnish optimal assistance and support to laboratory operations?
- Are problems solved expeditiously?
- Are unexpected situations or emergent challenges communicated effectively and appropriately to affected stakeholders?

CF 3.3 Cost/Schedule/Performance Outcomes

- Did the Contractor utilize methods for cost reductions such as the implementation of cost savings programs, cost avoidance programs, alternate designs and process methods, or make v. buy programs?
- Did the Contractor utilize economies when executing requirements, such as economies in use of personnel, materials, resources, facilities, and other similar areas?
- Are renovations, alterations, and refurbishment of facilities tasks performed in a responsive, economical and efficient manner?
- Are routine maintenance and upkeep of facilities tasks performed in a responsive, economical and efficient manner?
- Are maintenance, repair and minor modification of laboratories, administrative and common use areas tasks performed in a responsive, economical and efficient manner?
- Are drawings and specifications that are presented for approval adequate?
- Are project schedules being maintained?
- Is the quality of workmanship acceptable?
- To what extent is equipment downtime being minimized?
- Is the Contractor responsive to emergency situations?
- Are renovations/alterations planned and coordinated to minimize “downtime” and work disruption?
- Does the Contractor maintain a high quality program that includes: biosafety, industrial hygiene and toxicology, health physics, occupational safety, medical surveillance, and environmental protection?
- Does the Contractor maintain a high quality program that provides for: security of personnel, equipment, and real property within FNLCR?
- Does the Contractor maintain a high quality biological and chemical safety research program?
- What is the Contractor’s safety record outside the laboratory environment relative to personal, vehicular and industrial accidents?

4.4 Performance Category - Corporate Leadership

Under this element, overall performance of Key Personnel and Directorate Heads are considered, in terms of how well Corporate Leadership performs the Statement of Work to meet FNLCR mission needs, in accordance with contract terms and conditions. The contributing factors for this performance category are: Management and Communications.

CF 4.1 Management

- Does the Contractor successfully plan, organize, and manage organization-wide program and administrative requirements?
- Do management activities achieve and sustain a high level of effectiveness and productivity?
- Are planning activities of high quality and successfully implemented?
- Do planning activities result in policies implemented which streamline business processes and achieve operational efficiencies and cost savings?
- Does the Contractor successfully implement an integrated approach to activities, thereby ensuring operational efficiency?
- Does the Contractor demonstrate cooperation and effective working relationships with Government and Contractor personnel to successfully execute operations and projects?

CF 4.2 Communications

- Does the Contractor ensure effective, accurate, and timely communication across all areas of the contract and with all affected stakeholders?
- Does the Contractor show suitable responsiveness and support both initially and during the course of operational and management activities?
- Are problems solved expeditiously?
- Are unexpected situations or emergent challenges communicated effectively and appropriately to affected stakeholders?

4.5 Award Fee Pool Allocation

Performance Category	Award Fee Pool Allocation (weight)
Scientific and Technical	50%
Administrative	20%
Facilities/EHS	10%
Corporate Leadership	20%
Total Available Award Fee	100%

5. INTERIM PERFORMANCE FEEDBACK

Continual communication with the Contractor is essential for any successful contract performance. The Interim Performance Feedback (IPF) process allows for continual communication between the Government and Contractor. The goal of the IPF process is for the Contractor to receive feedback from the Government throughout the award-fee period and understand where performance corrections, if any, need to be made.

Performance feedback will be continuously gathered by the Contracting Officer's Representatives (CORs) throughout the award-fee period. The Contracting Officer will formalize the feedback into an

Interim Performance Feedback Report and provide to the Contractor as necessary. At a minimum, one report will be provided to the Contractor during the award-fee period. No formal response to the report will be required.

6. CONFLICT OF INTEREST

All Coordinators, members of the Award Fee Evaluation Board, Contracting Officers, and Fee Determining Official have a duty to avoid conflicts of interest and to act all times in the best interest of the Government. As such, these individuals are required to sign a Conflict of Interest Acknowledgement and Disclosure Form (Exhibit 4).

A conflict of interest can be actual or perceived and occurs when an individual, in their official capacity, advances personal or outside interests ahead of the interests of the Government. Conflicts of interest arise when an individual's interests directly compromise, or present the appearance of a compromise to, the individual's impartiality in dealing with the contractor on official matters. Conflicts can be financial or otherwise and can arise not only through the individual, but also through their immediate family.

A financial conflict may occur if the individual has, either directly or indirectly through immediate family, a business, investment, or other financial interest that can impact their impartiality in executing their official Government duties. This can include being a stakeholder in a business doing business with Contractor (*Contractor name to be inserted*) or having immediate family employed by Contractor (*Contractor name to be inserted*).

The Conflict of Interest Acknowledgement and Disclosure Form located in Exhibit 4 is to be sent to the Contracting Officer, listed in Section 2.4, upon initial assignment in any of the roles listed above. If at any time, following the submission of the form, an individual becomes aware of any actual or potential conflicts of interest or changes to the information provided occurs, promptly notify the Contracting Officer and submit a new Conflict of Interest Acknowledgement and Disclosure Form.

EXHIBIT 1

Award Fee Rating Scale			
Adjectival Rating	Award Fee Board Scoring Ranges	Available Award Fee	Performance Descriptor
Excellent	41 - 50	91 – 100%	<p>To receive a score at the high end -of the Excellent range, the Contractor has exceeded almost all of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. Performance substantially exceeds customer requirements, and is characterized by extremely high levels of quality, technical competence and efficiency. Minor elements that need improvement are extremely few, and are significantly off-set by positive elements in other areas. No major elements need improvement. Contractor demonstrates multiple proactive and innovative approaches to meeting customer requirements.</p> <p>To receive a score at the lower end of the Excellent range, the Contractor has exceeded a substantial number of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. Performance exceeds customer requirements, and is characterized by very high levels of quality, technical competence and efficiency. Minor elements that need improvement are very few, and are off-set by positive elements in other areas. No major elements need improvement. Contractor demonstrates at least one proactive and innovative approach to meeting customer requirements.</p>
Very Good	31 - 40	76 – 90%	<p>Contractor has exceeded many of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. Performance substantially meets and often exceeds customer requirements, and is characterized by high levels of quality, technical competence, efficiency and dedicated customer support. Any minor elements that need improvement are off-set by positive elements in other areas. Major elements that need improvement are few, and are off-set by positive elements in other areas. In general, Contractor is responding to negative elements in an attentive and business like manner.</p>
Good	21 - 30	51 – 75%	<p>Contractor has exceeded some of the significant award-fee criteria and has met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. Performance meets customer requirements, and is characterized by quality, technical competence, efficiency and dedicated customer support. Some major and minor elements need improvement, and are not off-set by positive elements in other areas.</p>
Satisfactory	11 - 20	No Greater than 50%	<p>Contractor has largely met overall cost, schedule, and technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. Performance adequately meets customer requirements, and is characterized by a satisfactory level of quality, technical competence, efficiency and dedicated customer support. A number of major and minor elements need improvement, and are not off-set by positive elements in other areas. Meaningful improvement to previously identified weaknesses is inconsistent.</p>
Unsatisfactory	0 - 10	0%	<p>Contractor has failed to meet overall cost, schedule, or technical performance requirements of the contract as defined and measured against the criteria in the award-fee plan for the award-fee evaluation period. Performance fails to meet customer requirements, and is characterized by an unacceptable level of quality, technical competence, efficiency and dedicated customer support. Many major and minor elements need improvement, and are not off-set by positive elements in other areas. There is a consistent lack of meaningful improvement to previously identified weaknesses.</p>
NOTES:			
<ul style="list-style-type: none"> - All performance descriptors envision requirements to be achievable within existing contractual resources. - Customer Requirements are communicated via the task orders and written requests. 			

EXHIBIT 2

COORDINATOR AREAS OF RESPONSIBILITY

<u>PERFORMANCE CATEGORY</u>	<u>COORDINATOR</u>	<u>CONTRACTOR POINT OF CONTACT</u>
Scientific and Technical		
Administrative		
Facilities Maintenance and Engineering (FME) & Environment, Health and Safety (EHS)		
Corporate Leadership		

EXHIBIT 3

AWARD FEE PROCESS SCHEDULE

Evaluation Periods

6 Month Period 1

6 Month Period 2

<u>Item</u>	<u>Period</u>	<u>Due Date</u>
Performance Monitor Report to Coordinator	6 Month Period 1 6 Month Period 2	Within fourteen (14) calendar days of the end of each period
Contractor Performance Status Report provided by Contractor	6 Month Period 1 6 Month Period 2	Within fourteen (14) calendar days of the end of each period
Coordinators' Reports to Contracting Officer	6 Month Period 1 6 Month Period 2	Within five (5) weeks of the end of each period
Contracting Officer approves reports	6 Month Period 1 6 Month Period 2	Within two (2) weeks after receipt of all coordinator reports
Executive Secretary provides Award Fee Rating Scale, Combined Coordinator Status Reports, Contractor Performance Status Report, and Goals & Objectives to Chairperson, Award Fee Board, and Contractor	6 Month Period 1 6 Month Period 2	No later than one (1) week after Contracting Officer approves Coordinator Reports
Contractor may provide written comments to the Contracting Officer addressing any issues regarding Coordinator Reports	6 Month Period 1 6 Month Period 2	At least three business days prior to the Award Fee Board Meeting
Award Fee Board Meeting	6 Month Period 1 6 Month Period 2	1 st Wednesday in December 1 st Wednesday in June
Board only session with discussion of overall score	6 Month Period 1 6 Month Period 2	Immediately following the board meeting
Contracting Officer will provide a written Award Fee Notification Letter to the Contractor	6 Month Period 1 6 Month Period 2	Within (10) business days of the board meeting
Award Fee Board Minutes	6 Month Period 1 6 Month Period 2	Filed in Award Fee Folder no later than the end of each period

EXHIBIT 4

CONFLICT OF INTEREST ACKNOWLEDGMENT AND DISCLOSURE FORM

All Coordinators, members of the Award Fee Board, Contracting Officers, and the Fee Determining Official have a duty to avoid conflicts of interest and to act all times in the best interest of the Government. A conflict of interest can be actual or perceived and occurs when an individual, in their official capacity, advances personal or outside interests ahead of the interests of the Government. Conflicts of interest arise when an individual's interests directly compromise, or present the appearance of a compromise to, the individual's impartiality in dealing with the contractor on official matters. Conflicts can be financial or otherwise and can arise not only through the individual, but also through their immediate family.

A financial conflict may occur if the individual has, either directly or indirectly through immediate family, a business, investment, or other financial interest that can impact their impartiality in executing their official Government duties. Examples include being a stakeholder in a business doing business with (*Contractor name to be inserted*) or having immediate family employed by (*Contractor name to be inserted*).

If at any time, following the submission of this form, I become aware of any actual or potential conflicts of interest or changes to the information provided occurs, I will promptly notify the Contracting Officer and submit a new Conflict of Interest Acknowledgement and Disclosure Form. If I have questions concerning whether or not a circumstance rises to the level of a conflict, I will promptly contact the Contracting Officer to obtain further guidance.

I have read the conflict of interest information contained herein and agree to comply fully with its terms and conditions at all times during my service in the Award Fee Process.

I hereby certify that, based on the information herein:

I have a potential conflict of interest or may present the appearance of a conflict of interest with (*Contractor name to be inserted*), and may need to recuse myself from my role in the Award Fee Process.

Disclosure of Actual or Potential Conflicts of Interest(s):

I do not have a conflict of interest and do not present the appearance of a conflict of interest with (*Contractor name to be inserted*).

I hereby certify that the information set forth above is true and complete to the best of my knowledge.

Signature: _____

Date _____

Printed Name: _____