

## Attachment J.10

### Performance Retainage Evaluation Plan

#### 1. Introduction

1.1. In order to facilitate successful performance of the NASA Protective Services Contract (NPSC), the Government will follow this Performance Retainage Evaluation Plan. A retainage amount of 6% shall be withheld from each contractor invoice, and shall be retained within a Performance Retention Pool (PRP). The PRP shall be comprised of 6% of the dollar amounts of all invoices submitted prior to 30 calendar days before each end date of the 6-month period. This 6% rate shall also be withheld from Invoices submitted after this date for the final contract evaluation period, including the contractor's performance for close-out of the contract.

1.2. The Government will evaluate the contractor's performance, in accordance with the procedures set forth below, at the expiration of each period specified in Table 1 - Evaluation Schedule. These Government evaluations will be based on the contractor's accomplishment of the work covered by the Performance Work Statement and authorized Task Orders (TO(s)) in accordance with the provisions set forth below. The PRP will be used to fund two assessments. The first assessment will involve performance at the task order level and will be made at the center level. An amount of 4% in the PRP shall be available for this assessment. The assessment for performance at the task order level shall be conducted in accordance with this attachment and attachment J.12.

1.3. The second assessment will involve overall contract performance and will be made by the NSSC. The 2% retainage payment by the NSSC is further broken down to: 1.2% for overall contractor performance and .8% for small business utilization. An amount of 2% in the PRP shall be available for this assessment. The assessment for overall contract performance shall be conducted in accordance with this attachment and attachment J.11 – Performance Evaluation contract Administration Office.

#### 2. Organizational Structure

##### 2.1. Contract Administration Office (CAO)

2.1.1. The CAO will be composed of NASA technical and administrative personnel from the NASA Shared Services Center (NSSC) and headed by the Contracting Officer's Technical Representative (COTR). The COTR will be the focal point for the accumulation and development of evaluation reports, reviews, and presentations, as well as discussions with contractor management on evaluation matters.

2.1.2. The CAO will evaluate the contractor's performance in accordance with Attachment J-11, Performance Evaluation, Contract Administration Office. All determinations shall be reviewed and concurred by the Assistant Administrator's of the Office of Security and Program Protection; and Small Business Programs. The Executive Director of the NSSC (or his/her designee) will be the final approval authority for evaluations conducted by the CAO.

## 2.2. Center Evaluation Team (CET)

2.2.1. Each NASA Center will form a CET composed of NASA technical and contracting personnel. Each task order will contain unique Maximum Allowable Defect Rates. The Task Order Managers (TOMs) with the approval of their local senior management will be the official making the final decision regarding payment of retainage at the task order level.

## 3. Areas Of Emphasis

3.1. For each evaluation period, the NSSC Contracting Officer or the NASA Center/Location Contracting Officer may identify special Areas of Emphasis (AOEs), which require additional attention by the Contractor. Any identified AOEs will be forwarded by letter from the Contracting Officer to the Contractor.

3.2. The AOEs will not be individually scored, but the Contractor's performance within designated AOEs during a performance period can be considered by the Government as factors influencing the determination of the Contractor's performance scores.

3.3. AOEs may be developed by the Government at any time; however, it is the goal of the Government to provide them to the Contractor prior to the beginning of an evaluation period.

## 4. Evaluation Procedures

4.1. The Government will evaluate the contractor's performance, at the task order level and overall contract performance, in accordance with the procedures set forth below, at the expiration of each period specified in Table 1 - Evaluation Schedule. These Government evaluations will be based on the contractor's accomplishment of the work covered by the Performance Work Statement and authorized TO(s) in accordance with the provisions set forth below.

4.2. Each evaluation period shall be for 6 months. The CETs and the CAO will communicate and furnish the contractor performance evaluations within 60 days after each period. It shall be the purpose of these communications to facilitate discussions of specific areas where the contractor has excelled and areas where future improvement is necessary. Contractor performance levels may be communicated by the TOMs and the COTR or the Contracting Officers at other times during the evaluation period.

4.3. The contractor will have the opportunity to submit exceptions and mitigating circumstances to the TOMs and the COTR in response to the evaluation. These submissions must be in writing and delivered to the appropriate Contracting Officers within 5 working days of the contractor's receipt of the period's evaluation. In the event a Contracting Officer has not received a submission from the contractor, the performance determination will not be considered final until expiration of the 5-working day period prescribed above, unless the contractor has indicated, in writing, that no such submission will be made.

4.4. The contractor shall submit to the Contracting Officer a Corrective Action Plan (CAP) for any major defects as are identified by the Government as part of the evaluation. The CAP shall be submitted within 30 working days after the final performance determination for each evaluation period. Corrective Actions will be tracked and closed by concurrence from the TOMs and COTR through the Contracting Officers.

5. Table 1 - Evaluation Schedule

<b>Evaluation Period</b>
1. From Initial Phase-in through March 31, 2009
2. April 1, 2009 – September 30, 2009
3. October 1, 2009 – March 31, 2010
4. April 1, 2010 – September 30, 2010
5. October 1, 2010 – March 31, 2011
6. April 1, 2011 – September 30, 2011
7. October 1, 2011 – March 31, 2012
8. April 1, 2012 – September 30, 2012
9. October 1, 2012 – March 31, 2013
10. April 1, 2013 – September 30, 2013
<b>Additional Evaluation Periods for Exercised Options</b>
11. October 1, 2013 – March 31, 2014
12. April 1, 2014 – September 30, 2014
13. October 1, 2014 – March 31, 2015
14. April 1, 2015 – September 30, 2015
15. October 1, 2015 – March 31, 2016
16. April 1, 2016 – September 30, 2016
17. October 1, 2016 – March 31, 2017
18. April 1, 2017 – September 30, 2017
19. October 1, 2017 – March 31, 2018
20. April 1, 2018 – September 30, 2018
21. October 1, 2018 – March 31, 2019

Note: A final evaluation will be conducted within 45 days after final completion of work on this contract to assess the contractor's performance after the end of the effective ordering period defined in Clause F.4 and to assess the contractor's performance of close-out activities.