AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES	
S	1	2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)
		N0080408ROSBOS	

6. ISSUED BY	CODE	7. ADMINISTERED BY (If other than item 6)	CODE
FISC PEARL HARBOR 1942 GAFFNEY STREET, STE 100 ATTN: 200PMRF LW LAURA WHITTEN PEARL HARBOR HI 96860-4580	N00604	PACIFIC MISSILE RANGE FACILITY P.O. BOX 128 KEKAHA HI 96752-0128	N0534A

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)		
MANU KAI LLC [redacted] 1600 KAPIOLANI BLVD HONOLULU HI 96814-3801		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
	X	10A. MOD. OF CONTRACT/ORDER NO. N00604-09-D-0001
CODE 4T6D9 / FACILITY CODE	X	10B. DATED (SEE ITEM 13) 07-Oct-2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) Other Agreements of the Parties

☐ D. OTHER (Specify type of modification and authority)

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

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

Modification Control Number: npzlaw011029056

The purpose of this modification is to incoprorate the revised Award Fee Plansigned on 21 SEPTEMBER 2010 and effective 01 JULY 2010 as attachment JG-1 to contract N00604-09-D-0001.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
[redacted] (Signature of person authorized to sign)	15C. DATE SIGNED 14 Oct 2010	TEL: EMAIL: 16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)	16C. DATE SIGNED

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE	PAGE OF PAGES
S	1 | 2

2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO.(If applicable)
P00017	14-Oct-2010	N0060408ROSBOS	

6. ISSUED BY CODE N00604

FISC PEARL HARBOR
1942 GAFFNEY STREET, STE 100
ATTN: 200PMRF.LW
LAURA WHITTEN
PEARL HARBOR HI 96860-4580

7. ADMINISTERED BY (If other than item 6) CODE N0534A

PACIFIC MISSILE RANGE FACILITY
P.O. BOX 128
KEKAHA HI 96752-0128

8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)

MANU KAI LLC
[redacted]
1600 KAPIOLANI BLVD
HONOLULU HI 96814-3801

CODE 4T6D9 FACILITY CODE

	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
X	10A. MOD. OF CONTRACT/ORDER NO. N00604-09-D-0001
X	10B. DATED (SEE ITEM 13) 07-Oct-2008

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer ☐ is extended, ☐ is not extended.

Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

☐ A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

☐ B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).

X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103(a)(3) Other Agreements of the Parties

☐ D. OTHER (Specify type of modification and authority)

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

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
Modification Control Number: npzlaw011029056

The purpose of this modification is to incoprorate the revised Award Fee Plansigned on 21 SEPTEMBER 2010 and effective 01 JULY 2010 as attachment JG-1 to contract N00604-09-D-0001.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) LAURA A.B. WHITTEN / CONTRACT OFFICER TEL: 808-335-7531 EMAIL: laura.whitten@navy.mil	
15B. CONTRACTOR/OFFEROR _____ (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY [redacted] (Signature of Contracting Officer)	16C. DATE SIGNED 14-Oct-2010

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:
SECTION J

TABLE OF CONTENTS

ATTACHMENT NO.	TITLE
JC-1	Performance Work Statement (PWS) – Annexes 1-32 PWS Format For Annexes 1-18: Section C Technical Specification Section F Reports and Deliverables Section J Attachments
JG-1	**Award Fee Plan effective 1 July, 2010**
JH-1	Service Contract Act/Collective Bargaining Agreement Labor Rate Ceiling
JH-2	Indirect Rate Submission: Maximum (Ceilings) Indirect Rates
JH-3	Direct Labor Rate Submission: Management And Professional Personnel Maximum (Ceiling) Labor Rates
JH-4	Service Contract Act Wage Determination 2010-0130, Revision 1
JH-5	Service Contract Act Wage Determination 2005-2154, Revision 14
JH-6	Davis-Bacon General Decision Number: HI100001 09/24/2010

(End of Summary of Changes)

AWARD FEE PLAN
FOR
RANGE OPERATIONS SUPPORT AND BASE OPERATIONS SUPPORT (ROS/BOS) SERVICES
PACIFIC MISSILE RANGE FACILITY (PMRF)
BARKING SANDS, KAUAI, HAWAII

1.0 INTRODUCTION

a. This plan contains the Award Fee provision for Contract Number N00604-09-D-0001. The contractor is required to furnish program management and technical services in support of the Navy's Range Operations Support (ROS) and Base Operations Support (BOS) services for the Pacific Missile Range Facility (PMRF), Kauai. The contract will have a phase-in period, a base period and nine (twelve-month) options, which includes phase-out period during the last three months of the contract. There will not be a separate Award Fee Assessment for the phase-in period.

b. This plan describes the Assessment method the Government will use to assess the Contractor's performance prior to determining eligibility in earning any Award Fee on the contract.

c. The amount of the Award Fee Pool is established by setting aside a pool relating to the amount of the fixed portion of the contract and amount of the negotiated estimated cost which includes the indefinite delivery indefinite quantity (IDIQ) portion of the contract. The Award Fee earned and payable in whole or in part, will be determined by the Fee Determination Official (FDO) based upon the recommendation of the Performance Assessment Board's review of Contractor's performance against the "Assessment Criteria" in paragraph 8. In addition to providing special management emphasis to the "Assessment Criteria", the Contractor is responsible for striving to attain the standards of excellence in the performance of this contract.

(1) The contractor's performance will be evaluated and fee awarded each Assessment period, unless otherwise changed. The Award Fee pool is a fixed amount but it is subject to equitable adjustments resulting from changes or other contract modifications. However, the Award Fee pool will not be adjusted for non-fee bearing rework and non-scope changes including, but not limited to, Service Contract Act (SCA) and/or Davis Bacon wage determinations, Collective Bargaining Agreement (CBA) adjustments. **If the Contractor fails to maintain an acceptable level of performance in any one annex or Contract Task Order (CTO), the Government reserves the right to issue no Award Fee for that Assessment period. Award Fee determinations are not subject to the "Disputes" clause in Section I of this contract.**

(2) There shall be no unearned Award Fee carried over to any other assessment period.

d. The Government reserves the right to alter this plan unilaterally to reflect any changes to the assessment criteria. The Contractor will be informed of these changes in a timely manner, and will be given a copy of the plan 15 calendar days in advance of the assessment period(s) to which it applies.

2.0 ORGANIZATION

The Award Fee organization is comprised of: (1) the Fee Determination Official (FDO), and (2) the Performance Assessment Board (PAB) whose PMRF Kauai members are appointed by the FDO.

3.0 RESPONSIBILITIES

a. Fee Determination Official. **The FDO is the Commanding Officer, Pacific Missile Range Facility (PMRF)**. Primary responsibilities of the FDO are:

(1) Review the findings and recommended Award Fee score and amount contained in the PAB report.

(2) Make final determination of assessment and overall Award Fee percentage to be awarded.

(3) Endorse, (or return for reconsideration), the notification letter to the contractor announcing the determination and Award Fee amount earned for each assessment period. The letter shall note the areas in which the contractor's performance excelled and areas requiring improvement in the next award period.

(4) Review and approve changes to this plan.

(5) Appoint the technical and administrative personnel known as the Government Task Managers (TMs) upon the recommendation of the PMRF Commanding Officer (CO), to observe, examine, review, and report on the performance of the Contractor under the proposed contract.

(6) Appoint members of the Performance Assessment Board (PAB) whose PMRF Kauai members are recommended by PMRF CO.

b. Performance Assessment Board (PAB) Chairperson. The PAB Chairperson is a senior PMRF official who is recommended by the PMRF CO and appointed by the FDO. The primary responsibilities of the PAB Chairperson are:

(1) Briefs the FDO on recommended earned Award Fee amounts and the Contractor's overall performance.

(2) Recommends significant changes to the Award Fee plan to the FDO.

(3) Establish the agenda, date, time and a place for PAB meeting.

(4) Coordinate the efforts of the PAB to ensure the timely completion of assessments and the Performance Assessment Report.

(5) Provide a copy of the Summary Assessment Form (prepared by TMs) to the FDO.

c. Performance Assessment Board (PAB). This document designates the key officials from PMRF and FISC Pearl Harbor who comprise the PAB. The primary responsibilities of the PAB are:

(1) Review the assessments submitted by the Contracting Officer's Representative (COR), the TMs, the Contractor's self-assessment, and other sources of information deemed pertinent.

(2) Review the Summary Assessment Form package and Monthly Progress, Status and Summary Report as provided by the COR, and information provided by other sources.

(3) Prepare and forward to the FDO a report summarizing the PAB's finding along with the final recommended Award Fee score and amount (Summary Assessment Form package), including Contractor's response and any further comments by the PAB or Government performance report preparation personnel.

(4) Evaluate the Contractor's overall performance and determine the percentage of Award Fee earned by taking into consideration the following:

(a) Quality Assessment data submitted to the COR by technical and administrative personnel (Task Managers),
(b) Narratives presented by the COR in support of their annex; and all relevant factors not taken into consideration by the COR.

(5) The PAB also considers proposed changes to the Award Fee Plan and make recommendations to the FDO for incorporation of those considered appropriate.

(6) The PAB members shall include:

(a) Secretary/Recorder (COR)

(b) Member, Deputy Range Operations Officer

(c) Member, Range Systems Department Head

(d) Member, Security Officer

(e) Member, Public Works Officer (PWO)

(f) Member, Supply Officer

(g) Member, Administrative Contracting Officer (ACO)

(h) Member, Range Business Officer

(i) Member, Executive Officer, PMRF (XO)

(7) The PAB shall meet with a minimum of five members, or their designees.

d. Contracting Officer's Representative (COR). The COR is appointed by the Contracting Officer (KO) by the FDO and is selected on the basis of his/her technical expertise relative to the Contract requirements. Award Fee related duties of the COR will be in addition to, or an extension of their regular responsibilities.

(1) The COR will be responsible for complying with specific instructions of the KO. COR duties include the following:

(a) Monitor, evaluate and assess Contactor performance;

(b) Establish and maintain a Contractor performance file;

(c) Prepare and submit a monthly Performance Report through the PAB Chairperson for the PAB consolidation and review. The monthly Performance Report must address the criteria elements for each annex and CTO assigned, providing a narrative rationale to support the assessment for each element of criterion. If requested, the COR should be prepared to make a verbal presentation to the Chairperson and/or the PAB.

(2) The Contracting Officer's Representative (COR) will serve as the Secretary/Recorder of the PAB with responsibilities as follows:

(a) Notifying the PAB Chairperson of when to conduct the assessment meeting.
(b) Scheduling board meetings and briefings.
(c) Receiving, processing, and distributing assessment reports.
(d) Provide PAB members with the agenda of meetings, minutes, and other pertinent data.
(e) Provide PAB members with the Summary Assessment Form package (Monthly Partnering and Assessment and Summary Assessment Forms).
(f) Incorporating the Contractor's performance assessments into the applicable performance assessment database (i.e. CPARS).
(g) Accomplishing other actions required to ensure the smooth operation of the PAB.

(3) The COR reviews all the TMs performance documentation for completeness and accuracy, consolidate the reports for all annexes and submit required performance reports to the PAB.

(4) The COR will ensure that each appointed TM receives:

(a) A copy of their contract annex(es) and any modifications

(b) A copy of Award Fee Plan and all changes made to it.

(c) Appropriate orientation and guidance.

(d) Specific instructions applicable to their Annexes

(e) A copy of the Contractor's Quality Control Plan

e. Government Task Managers (TMs). TMs for each performance area or Annex are nominated by the appropriate Department Head to the FDO on the basis of their relative expertise. Upon the nomination of the cognizant Department Heads and approval by the COR, the FDO shall review the TMs proposed for each performance area to be evaluated under the annexes of this contract. The FDO shall consider the recommendations and shall either appoint the TMs by an official appointment letter or request additional recommendations. The TMs' assignments may change at any time without advance notice to the Contractor. Nominations will be forwarded through the COR (or designee) for appointment as TM. More than one TM may be nominated and appointed to any given annex or performance area, and individuals may be nominated and appointed TM to more than one annex.

(1) TMs should thoroughly familiarize themselves with all requirements of the Performance Work Statement pertinent to their annex(es), budget and financial issues, performance and assessment criteria, Award Fee Plan, and requirements for submitting performance reports.

(2) TMs are responsible for complying with the specific instructions of the PAB Chairperson, which include:

(a) Observe, examine, and review contractor's performance in assigned performance area(s).

(b) Establish and maintain a Contractor Performance File.

(c) Prepare and submit Monthly Partnering and Assessment Forms to the COR for review by the PAB. The TMs shall develop their assessment taking into account the contractor's input.

(d) No later than the fourth (4th) day of each month, have a face-to-face partnering meeting with the contractor. Discuss the contents of the monthly reports that they and the contractor developed to include disclosure of the criteria rating but not a recommended numeric score. Discuss any issues between the TMs' assessment and the Contractor's input and to the maximum extent possible, resolve any issues. Complete the approved Monthly Partnering and Assessment Form, with both parties signing the form to acknowledge having reviewed the document during this meeting. All Monthly Partnering and Assessment Forms shall be turned in by each TM to the COR for their responsible annex(es) no later than the close of business on the fifth (5th) day of each month.

(e) Partnering meetings shall take place anytime and as often as necessary should a situation warrant. The main objectives are that partnering occurs, and that all parties are aware of what is being submitted to the COR.

(f) No later than ten (10) calendar days after the final month of an assessment period, submit the Summary Assessment Form package directly to the COR.

f. Administrative Contracting Officer (ACO). The ACO is the liaison between the Contractor and Government personnel and a voting member of the PAB. The ACO is responsible for coordinating the administrative actions during the Award Fee process with the COR including drafting AF letter and issuing the AF payment mod when appropriate.

g. Award Fee Plan Changes: Members of the PAB, or anyone in the assessment process may recommend changes to this plan. All proposed changes are to be forwarded through the COR to the Administrative Contracting Officer and then to the PAB and FDO for consideration.

4.0 ASSESSMENT PERIODS

a. The first Award Fee (AF) assessment period will consist of six (6) months beginning 1 January 2009 and ending 30 June 2009. The second assessment period will consist of three (3) months beginning 1 July 2009 and ending 30 September 2009. Subsequent Award Fee assessment periods will consist of six months of performance beginning 1 October 2009 unless paragraph 5f applies.

b. At a minimum, monthly performance meetings will be conducted between the Government and the Contractor to ensure quality performance, effective cost controls, and positive communication. The monthly meetings are a critical part of this process and should not focus only on contractor's mistakes. This meeting should address achievements and contributions (strengths) or to the contract annex success, as well as problem areas or shortfalls (weaknesses). The meeting should also include corrective actions taken or to be taken to resolve identified issues of concern and/or other performance factors to be considered in the annex (es) assessment. The TM should also specifically address what the contractor must do to attain an "Exceptional" rating, assuming all the basic needs are covered.

5.0 AWARD FEE PROCESSES/RATING GUIDELINES

a. Assessment Criteria. The assessment criteria are set forth in paragraph 8. Unless the ACO gives specific notice in writing to the Contractor of any change to the assessment criteria prior to the start of a new assessment period, the same criteria listed for the preceding period will be used in the following Award Fee assessment period.

b. Assessment Guidelines. The Assessment Guidelines contained in paragraph 8 are intended as a guide to describe performance characteristics that represent a level of performance and a correlating range of Award Fee pay out percentages. The assessment guideline will be used as a tool to select the level of performance that best characterizes the Contractor's overall performance for the assessment period.

c. End-of-Period Assessments. The Government will identify specific areas that may negatively impact the overall annex and CTO performance assessment both during and at the conclusion of each rating period. The Contractor may submit a self-assessment written report of its performance to the ACO within two weeks following each assessment period. The Contractor may make a presentation of its self-assessment during the PAB meeting. Also, the COR will present the Government's assessment report at the PAB meeting in a government only portion of the meeting. After both the Contractor and COR presentation, the PAB will prepare and forward a report summarizing the Board's findings and recommended Award Fee amount to the FDO. The FDO determines the overall rating, numerical points and earned Award Fee amount. The FDO letter informs the Contractor of the earned Award Fee amount.

d. FDO Determination. The FDO is required to make a final determination of whether Award Fee is to be awarded to the Contractor, and what amount was earned if any. Accordingly, the FDO has the flexibility to increase or decrease the Award Fee recommended by making adjustments to:

(1)The fee allocated due to extraordinary performance and based upon input from the activity or other sources;

(2) The Award Fee based on trends in performance on all annexes and CTOs or any general economic or business trends that may affect performance capability; or;

(3) Any other information that FDO determines is applicable to the final fee determination.

f. Deferred Award Fee for Contract Task Orders. Upon approval of the FDO, the assessment of a particular task order be postponed or deferred if there is insufficient information or the task order

was issued just prior to the end of the Award Fee period. In the event that assessment is postponed or deferred, the applicable Award Fee will remain available until the task order is completed and evaluated.

g. Notification to Contractor: Once the FDO has determined the Award Fee, if any, earned for the period, a letter will be prepared informing the Contractor of the determination. The letter will include a summary of both strengths and weaknesses observed during the period. Invoicing instructions for the Award Fee earned will also be provided.

h. Payment of Earned Award Fee: The Award Fee payment will be based on the results of performance of individual annexes and CTOs utilizing Assessment Guidelines in paragraph 8 and the available Award Fee amount. The calculated Award Fee earned will be rounded to the nearest dollar.

i. Unearned Fee: Unearned Award Fee will be deobligated from the contract by a CTO modification or a contract modification.

j. Duration of Assessment: The estimated time for the completion of the Navy's assessment is approximately 45 days after the conclusion of the assessment period.

6.0 ASSESSMENT PROCEDURES

a. At the end of each assessment period, the FDO will promptly make a determination of the Award Fee amount earned for that period.

b. No later than the fifteenth (15th) calendar day (or next business day) of each month, the Government and the Contractor's Managers shall meet to discuss the monthly assessments and any unresolved issues. Government representation will consist of the PAB members. The Contractor's representation will consist of their Project Manager, Public Works Director, Range Operations Manager, Range Systems Manager, and Finance Section Head. The COR will provide the Contractor with consolidated monthly feedback form on the tenth (10) calendar day (or next business day) of the month. The COR will publish meeting minutes within five (5) calendar days of the meeting.

c. The Contractor's Project Manager shall provide the Monthly Progress, Status and Summary Report. This report should include and reflect all resolved/unresolved issues as a result of the partnering meetings previously performed between the government and contractor.

d. By the fifteenth (15th) calendar day after the end of the final month of the assessment period, the COR (or designee) will consolidate the assessment reports submitted by the TMs and provide the consolidated report to the PAB.

e. Following the end of the final month of each assessment period, the PAB will meet within twenty (20) calendar days to consider all the performance information, and prepare a written summary of findings, recommendations, and recommended Award Fee amount. Based upon the PAB's conclusion, the PAB Secretary/Recorder will prepare a preliminary summary assessment report, which the PAB Chairperson will provide to the FDO.

f. The PAB will specifically address the rationale used to support or adjust the ratings submitted by the TMs. The performance assessment report should be a consensus of the voting members, or if consensus cannot be reached, a simple majority of the voting members. The PAB performance assessment will be forwarded to the FDO for endorsement and final determination.

g. Within twenty-five (25) calendar days, both Contractor and PAB Chairperson will deliver formal presentations to the FDO. The FDO will review recommendations of the PAB's report with the delivered presentation recommendations and may approve the recommendation as submitted or return the report to the PAB for reconsideration. The FDO may independently determine the Award Fee.

h. The FDO's notification letter will be provided to the Contractor and the PAB no later than 45 calendar days following the conclusion of each Award Fee assessment period.

i. The firm fixed price Award Fee payment Contract Task Order (CTO) will be executed no later than fifteen (15) calendar days after the FDO's notification letter. The contract amount will be changed accordingly.

7.0 CONTRACT TERMINATION

If the contract is terminated for the convenience of the Government after the start of an Award Fee assessment period, the Award Fee deemed earned for that period shall be determined by the FDO using the normal Award Fee assessment process. After termination for convenience, the remaining Award Fee amounts cannot be earned by the Contractor, and, therefore, shall not be paid.

8.0 EVALUATON CRITERIA AND SCORE

a. The Contractor's performance shall be graded using the criteria herein. A percentage rating will be assigned for each major assessment criterion and applied to the weights for the criterion. **An overall rating of 71% must be obtained before any Award Fee is paid.** The assessment criteria and weighting apply to this contract unless changed by a subsequent Award Fee plan provided to the Contractor, in writing, at least 15 days prior to the start of the assessment period.

b. Performance Assessment: The table below highlights the Criteria/Element and applicable Weights for the Performance Assessments with the exception of Firm Fixed Price Annexes. Firm Fixed Price Annexes will be evaluated in Performance and Quality of Work and Management and Administration at 85% and Flexibility and Response at 15%.

CRITERIA/ELEMENT	WEIGHT
Performance and Quality of Work and Management and Administration	**70 %**

Performance and Quality of Work

- Compliance with annex scope of work.
- Work performance start and completion within established timeframes; work scheduled to minimize disruptions to Government.
- Minimal rework; solutions are right the first time.
- Assistance to Government in determining appropriate project technical requirements.
- Work is performed using established Standard Operating Procedures.
- Effective phase-in/phase-out.

Management and Administration

- Compliance with federal and local regulations and guidelines
- Use of technically innovative solutions to perform work "cheaper, better, faster".
- Reports and deliverables are accurate and submitted within established timeframes.
- Positive professional/team relationships and positive communication with
- Government personnel, regulators, and other Government contractors.
- Adequate project planning to maximize efficiency and minimize impact on activity personnel and operations.
- Effective implementation of Quality Management Program to improve contractor's processes in accomplishing work.
- Timely and consistent communication to Government on quality issues.
- Effective implementation of Health and Safety Program. Workplace mishaps are kept to a minimum and within acceptable standards.
- Schedule changes for work initiation and completion are communicated to the Government as soon as they are identified.
- Efficient use of resources, including labor, equipment, and subcontractors.

Flexibility and Response	**15%**

- Proactive approach and responsiveness to problems and issues.
- Responsiveness to changes in Government requirements and workload surges/contingencies.

Cost Control Criteria:	**15%**

- Contractor uses innovation and aggressively controls cost to within established targets
- Submission of timely, accurate and complete monthly progress reports, invoices, costs proposals, and 75% budget notification.
- Minimizing cost and schedule impact from changes in field conditions and requirements.
- Contractor will be evaluated based on its efforts to control labor rates (primes and subcontractors) and material costs. For labor, baseline for comparison will be actuals paid against prevailing wage rates for the particular geographical area.

c. Assessment Guidelines: The TMs will evaluate each criteria/element as it applies to each performance area (annex) under the contract. Narrative and percentage guidelines for scoring each criteria element are provided below:

Percent Scored	Description
91 – 100	**Exceptional.** Performance meets contractual requirements and exceeds many to the Government's benefit, and may include one or more of the following: • The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective. • Performance results recognized from continuous improvement and innovative solutions to perform work "cheaper, better, and faster". • Identification of multiple significant events in each category and statement of how it was a benefit to the Government provides justification of an Exceptional rating. However, a singular benefit could be of such magnitude that it alone constitutes an Exceptional rating.
81 – 90	**Very Good.** Performance meets contractual requirements and exceeds some to the Government's benefit, and may include one or more of the following: • The contractual performance of the element or sub-element being assessed was accomplished with few minor problems for which corrective actions taken by the Contractor were highly effective. • Strives to make continuous improvement and innovative solutions to perform work "cheaper, better, and faster". • Identification of a significant event in each category and statement of how it was a benefit to the Government provides justification of a Very Good rating.
71 – 80	**Satisfactory**. Performance meets contractual requirements and may include one or more of the following: • The contractual performance of the element or sub-element being assessed contains some minor problems for which corrective actions taken by the Contractor appear or were satisfactory. • Reasonable effort to make continuous improvement and innovative solutions to perform work "cheaper, better, and faster". • Identification of only minor problems, or major problems the Contractor recovered from without impact to the contract provides justification of a Satisfactory rating.

61 - 70 **Marginal**.

Performance does not meet some contractual requirements, and may include one or more of the following:

- The contractual performance of the element or sub-element being assessed reflects a serious problem for which the Contractor has not yet identified corrective actions. The Contractor's proposed actions appear only marginally effective or were not fully implemented.
- No continuous improvement efforts visible.
- Identification of a significant event in each category that the Contractor had trouble overcoming and statement of how it impacted the Government provides justification of a Marginal rating. A Marginal rating should be supported by referencing the management tool that notified the Contractor of the contractual deficiency (e.g., Management, Quality, Safety, or Environmental Deficiency Report or letter).

60 & Below **Unsatisfactory**.

Performance does not meet most contractual requirements, recovery is not likely in a timely manner, and may include one or more of the following:

- The contractual performance of the element or sub-element being assessed contains a serious problem(s) for which the Contractor's corrective actions appear or were ineffective.
- Deficiencies so pervasive as to require substantial rework.
- Identification of multiple events in each category that the Contractor had trouble overcoming and statement of how it impacted the Government provides justification of an Unsatisfactory rating. However, a singular problem could be of such serious magnitude that it alone constitutes an Unsatisfactory rating. An Unsatisfactory rating should be supported by referencing the management tools used to notify the Contractor of the contractual deficiencies (e.g., Management, Quality, Safety, or Environmental Deficiency Reports or letters).

Any percentage rating below 71% (Marginal rating) will receive no award-fee.

d. Assessment Guidelines: The TMs will evaluate each criteria/element as it applies to each performance area (annex) under the contract. Narrative and percentage guidelines of scoring **Cost Control** criteria element are provided below:

Percent Scored	**Description**
91-100	Exceptional.

- Contractor controls costs by executing to 15% or more under current years contract price by annex or otherwise revised budget with government approval, and communicates successful cost control innovations on a monthly basis.

81-90 Very Good.

- Contractor controls costs by executing to 10% under current years contract price by annex or otherwise revised budget with government approval, and communicates successful cost control innovations on a monthly basis.

71-80 Satisfactory.

- Contractor controls costs by executing to current years contract price by annex or otherwise revised budget with government approval, and communicates successful cost control innovations on a monthly basis.

61-70 Marginal.

- Contractor controls cost by executing to no more than 5% over current year contract price by annex or otherwise revised budget with government approval, and provides between 8-11 communications per year regarding cost control strategy and any successful cost control innovations.
- Inadequate or partial data is provided as an explanation when budget and or labor exceeds targets.

60 & Below Unsatisfactory.

- Contractor allows cost to rise to greater than 5% over current year contract prices by annex or otherwise revised budget with government approval, and provides lass than 8 communications per year regarding cost control strategy.
- Inadequate, partial or no data is provided as an explanation when budget and or labor exceeds targets.

Any percentage rating below 71% (Marginal rating) will receive no award-fee.

e. Weights Assigned to the PWS Annexes:

(1) The PAB has the authority to establish and change weighting factors, subject to the review and approval by the FDO. The PAB will establish weighting factors for each annex of the PWS to total 100%. The PAB will carefully consider all change requests submitted to assure command emphasis is appropriately applied to contract requirements. The PAB Chairperson will notify the FDO of the recommended initial weights to all sections and changes to established weights.

(2) A summary of weighting factors for each annex of the PWS and respective Task Manager will be provided upon award of the contract. Criteria to be considered for establishing and applying the weighting factors will include but not limited to:

(a) Relative importance (priority) of the annex to the mission of PMRF in relation to the other annexes.

(b) Work requirements of the annex in support of and in relation to other annexes.

(c) Contractor's ability and intent to provide and manage sufficient resources to adequately perform requirements.

(d) Relative cost of annex operations.

(Continued on the next page.)

(3) The current weights assigned to the PWS Annexes are as follows:

Annex Weights

PWS Annex	Description	Weight
1	Information	
2	General Management & Information	7.75%
3	Bachelor Quarters	0.65%
4	Fire & Emergency Services	2.45%
5	Custodial Services	1.31%
6	Electrical Utilities	3.39%
7	Grounds Maintenance	1.31%
8	Compressed Air	0.12%
9	Wastewater	0.65%
10	Water	1.00%
11	Solid Waste Management	0.34%
12	Transportation Operations & Maintenance	3.98%
13	Airfield Services & Operations	1.31%
14	Buildings & Structures	4.71%
15	Range Communication Systems	6.00%
16	Data Systems	5.85%
17	Environmental Services	1.00%
18	Facilities & Systems Engineering	5.89%
19	Food Service	1.31%
20	Fuel Storage/Distribution/AC Refueling	1.40%
21	Base Communications Systems	1.83%
22	Launch Ordnance Systems	5.45%
23	Measurement Systems	7.68%
24	Pest Control	0.65%
25	Range Operations	6.72%
26	Security Administration	1.67%
27	Technical Directive Work Requests	1.83%
28	Supply & Logistics Support	4.21%
29	Optics	3.13%
30	Electronic Systems	5.48%
31	Marine Systems	6.29%
32	Aerial Target Systems	4.33%
33	Dispatch Services	0.31%
		100.00%

9.0 AWARD FEE PLAN CHANGES

a. Right to Make Unilateral Changes: Any matter covered in this plan not otherwise requiring mutual agreement under the contract may be changed unilaterally by the FDO prior to the beginning of an assessment period. The Government will provide written notice to the Contractor at least 15 calendar days prior to the start of the assessment period and will inform the contractor of pertinent changes that may affect the contractor's quality control and overall Award Fee performance assessment scores. These unilateral changes will be made without formal modification to the contract.

b. Method for Changing the Award Fee Plan:

(1) Personnel involved in the administration of the Award Fee terms of the contract are encouraged to recommend changes in plan coverage with a view towards changing management emphasis, motivating higher performance levels, or improving the Award Fee determination process. Recommended changes should be sent to the PAB for consideration and drafting.

(2) Recommended changes to the PAB shall be submitted to the PAB for review at least 30 calendar days prior to the end of each assessment period. The PAB will consider the recommended changes and, if determined acceptable, will forwarded them to the FDO for approval. The COR will notify the contractor of the FDO approved changes in the plan affecting specific areas of emphasis.

(3) Any proposed changes to the Award Fee Plan made after 15 days prior to the start of the assessment period or alteration of criteria (including added criteria) must be agreed to in writing by both parties.

10.0 SIGNATURES

Requirements of this Award Fee plan have been reviewed and are recommended for approval by the Fe[redacted]

_____ 1 Oct 2010
NICHOLAS MONGILLO, CAPT Date
Commander, PMRF
Fee Determination Official