Attachment B:Program Performance

Program Performance is a system the SEWP Program Office will use to monitor Contract Holder (CH) activity and track their day-to-day performance. Program Performance is not to be confused with the Contract Performance Assessment Reporting System (CPARS) rating, which is completed at the delivery order level by the issuing Agency. Contract Holders will be Off ramped for poor performance in the categories identified in Program performance as well as lack of activity on their SEWP contract.

The NASA SEWP Program Office reserves the right to make changes to these categories and ratings as needed. The program office will also give contract holders at least two weeks' notice via email before any changes are officially made. All CHs without current SEWP Program Performance will commence with a "Neutral" rating. Neutral ratings are assessed for CHs who have yet to receive any orders or perform any work on the SEWP contracts to date.

The categories and explanations of what constitutes strikes and downgrades are as follows:

1. **Customer Satisfaction –** Refers to customer satisfaction with Contract Holder performance including but not limited to: (1) quality of products and services, (2) responsiveness, (3) problem resolution**.**
2. **Information Distribution –** Refers to information provided by Contract Holders to Customers through company employees, sales agents, associated companies, website, handouts, etc.
3. **Contract Adherence –** Refers to adherence to all contractual requirements, including but not limited to, (1) following quote procedures, (2) reporting accuracy and timeliness, and (3) following contract training and meeting requirements.
4. **Reports –** Refers to meeting all contractual reporting requirements.
5. **Delivery –** Refers to (1) meeting the original user's DO/PO delivery date**,** (2) timeliness and reasonableness of requests to change expected delivery dates.

<u>Program Performance Categories</u>

Category 1: Customer Satisfaction

Program Performance ratings for Customer Satisfaction are based on the quality of products and services, responsiveness, and interaction with customers and problem resolution.

Quality of products/services

Contract Holders are required to provide quality products and services to the customer that meet the specifications of the Delivery Order. Providing products that require constant repair, replacement or are simply not acceptable upon delivery will be tracked and rated. Similarly, providing inferior personnel to staff services, including but not limited to installation and training, will also be rated.

Interaction and Responsiveness to Customers

This rating of Program Performance will reflect the ability in which the sales staff as front-line responders and the Contract Holder's Program Management Team passes on information and responds to questions and concerns from the customer and or the SEWP PMO. All such interaction should be done in a timely fashion. Customer complaints about not receiving callbacks or e-mail responses would fall under this category. Interactions must also be professional and respectful in nature.

Problem Resolution

Not only must responsiveness to a customer be timely and professional, but it must also have a goal of addressing and resolving the customer's issues. Problems can occur for a variety of reasons including miscommunications, customer misunderstandings or misplaced expectations, and Contract Holder's mistakes. Whatever the cause, the Contract Holder will be rated on their willingness and ability to work quickly to resolve all issues in the best possible manner. While it is not always possible to have a satisfactory conclusion to all problems, it must be clear to the SEWP PMO that a reasonable effort has been made to resolve any issue.

Numerous Requests to Delay Delivery/Task Order

To ensure contract adherence and communicating with the customer any issues with acceptance of an order's terms and conditions, Contract Holders may initially reject an order while awaiting negotiations and/or modifications from the customer. However, excessive use of order rejection will be considered in Program Performance if such usage indicates issues with quoting and ordering procedures by the Contract Holder; (e.g., if the Contract Holder provides unrealistic time estimates and then waits for the order to adjust the time.)

Strikes will be assessed based on reports from customers and the SEWP PMO of the CH's inability to meet the requirements outlined in this category as it relates to quality of product and services, interaction and responsiveness, problem resolution and requests to delay the delivery/tasks order.

Category 2: Information Distribution

This section refers to information provided by the Contract Holder to Customers through provider partners, sub-contractors, sales agents, associated companies, website, handouts etc. The Contract Holder is responsible for communicating correct information on all business aspects that apply to the SEWP Program.

Customer Communication

When providing information to customers and potential customers, all contract holder partners must provide correct and appropriate information on the SEWP contracts, including scope, fair opportunity, and the quoting and ordering process. Knowingly providing any false information is a serious offense. For example, statements such as:

"*You can just do a sole source…*".
"*You can order, the items just haven't shown up on the website…*".
"*The SEWP Program Office is holding things up (when it is the Contract Holder's fault)*".

"*You can skip that process because the SEWP system was down …*"

are all examples of false statements that have been made in the past and will be dealt with quickly and severely.

Electronic and Paper-based Communication

The Contract Holder's website and ordering guide must be up to date and accurately reflect the SEWP contracts and the procedures associated with SEWP. A link to the NASA SEWP website must be provided from the Contract Holder's webpage. If a contract holder has a partner that is displaying any information on the SEPW contracts on their website, the Contract Holder is also responsible in ensuring the partner's website displays correct information on the SEWP contracts and their relationship to the Contract Holder. Similarly, handouts at conferences, information on quotes, etc., must provide correct information on the SEWP contracts.

Strikes will be assessed in this category based on the contract holder providing false or incorrect information as outlined in the Information Distribution category.

Zero-Tolerance Downgrades

There are several instances where a contract holder will be immediately downgraded for an infraction. They are as follows:

- Directing a customer to another contract when the RFQ has already been issued via SEWP
- Asking a customer to include your company on an RFQ in which your category or company was not originally selected.
- Sharing RFQ information with non-interested parties
- Contract holders are also responsible for making sure those companies with whom they share RFQ information, keep said information confidential
    - When sharing information with the companies who are assisting the contract holder with responding to a solicitation, the Contract Holder is responsible for ensuring that no company circumvents the SEWP PMO policies and procedures or provides them a quote outside of SEWP. Numerous violations of Zero-Tolerance policies may result in the Contract holder being referred to the SEWP Contracting Officer for Off-Ramp considerations.

Category 3: Contract Adherence

This section refers to adherence to contract requirements, including but not limited to the following, quote and ordering procedures, sales trainings, and meetings, complying with DO terms and conditions, except for Delivery, and general SEWP policies. CH must ensure timely submission with contract clause 52.219-9 – Small Business Subcontracting Plan and 52.219-14 – Limitation on Subcontracting.

Quotes

The quoting process must be adhered to when the customer utilizes the SEWP on-line Quote-Request-Tool, this includes:

- All quotes must be provided through the on-line Contract Holder Only Page (CHOP) quote tool. E-mailing or faxing quotes is not allowed unless having been uploaded first via the CHOP and only providing a courtesy copy to the customer.
    - If the customer posts a classified requirement, the contract holder should respond via the process outlined by the customer in their request.
- When an RFQ or MRR is issued, the quote must be accompanied by a matching CLIN verification file that accurately reflects the quote (i.e., the same CLINs and prices on the quote must be reflected in the verification file)
- All items on a quote in response to an RFQ or MRR must be on contract at the time the quote is issued
- Pricing must be at or below the contract price at the time of the quote as specified in contract clause A.1.15– Discounts for Technology Equipment (equal to or less than the price for the same offering on GSA schedules).

Additionally, regardless of the RFQ origin, Contract Holders must:

- Not attempt to circumvent SEWP rules and procedures.
- Not respond with quotes for other contracts if the customer has specified that it is a SEWP opportunity
- Not pass on personal information or otherwise publish information about the RFQ, except where needed in order to provide a quote; (i.e., RFQs should be treated as proprietary information. Do not tell non-SEWP companies about the quote unless that company is the manufacturer who is providing your quote information)

Ordering Procedure

The Contract Holder must not process any order over the micro-purchase threshold until the SEWP Program Office has assigned a SEWP control number (SCN) and sent a copy to the Contract Holder. Only credit card orders under the micro-purchase threshold may be processed prior to the assignment of an SCN. Failure to process any order over the micro-purchase threshold, without it having first been assigned an SCN, will result in a strike.

If a customer sends a delivery order directly to the Contract Holder, the Contract Holder must fax or e-mail the order to the SEWP Program Office and must receive an SCN before beginning fulfillment of the order. Failure to send a delivery order to the SEWP office will result in a strike.

If at time of issuing an order or order modification and the order or modification does not match the verification file submitted at quoting, contract holder must submit an updated verification file within one business day to match order. Failure to provide an updated CLIN Verification file at time of order will result in a negative rating.

For Order/SCN follow-up status the CH is required to update with timely, current, and accurate delivery status. Failure to do so may impact SEWP Program Performance, to include overall order/edit status. Overall status must be current and correctly documented and when completed, shows either Shipped or PoP.

Training and Meetings

Contract Holders must have their sales team trained on the proper policies and procedures of the SEWP Program. On a regular basis, and at least annually, the Contract Holder should determine if new staff have arrived since the last training and request a new training session. Contract Holders must also ensure any associated companies' sales staff, such as those of partners, are adequately trained. This may be done by either the Contract Holder or the SEWP Program Office. Contract Holders must send at least one representative to the annual SEWP Program Managers meetings.

Strikes include but are not limited to:

- Violating SEWP quoting procedures
- Submitting Verification files that do not match quotes
- Violating general SEWP Policies and processes
- Processing orders without having first received an SCN
- Delaying in sending orders to the SEWP PMO within one business day of having received it from the customer
- Failing to ensure overall order edit status is current and accurate

Zero Tolerance Downgrades

There are instances where a contract holder will be immediately downgraded for an infraction. They are as follows:

- Sending the customer a quote directly via email or fax when the customer has initiated the request using the SEWP Quote-Request- Tool.
- Not ensuring the CLIN checker file clearly does not match the quote provided.
- Submitting the Backup Data Flag on your TR without having received approval first from the SEWP Program Office.
- Not ensuring timely submission with contract clause 52.219-9 – Small Business Subcontracting Plan and 52.219-14 – Limitation on Subcontracting.

Numerous violations of Zero-Tolerance policies may result in the CH being referred to the SEWP CO for Off-ramp considerations.

Category 4: Reporting

This section refers to contract reporting requirements. The contract holder is responsible for ensuring that all required reports are submitted in a timely manner and accurate. The reports include, but are not limited to, the following contract requirements as specified in part A.1.1 of the contract. All reports are tracked, and the Contract Holder is notified when reports are overdue or incorrect. If action is taken immediately to rectify the situation, the Contract Holder will typically not be rated negatively.

Strikes or Downgrades will be assessed if the contract holder fails to meet the delivery of the reports required by the contract. CH will incur an automatic Downgrade for failure to submit Small Business Subcontracting Reports in the SSR database and failure to submit the Limitation on Subcontracting certification to the SEWP PMO timely.

Category 5: Delivery/ Completion Status (service orders)

This section refers to the Contract Holder meeting the expected delivery and period of performance dates as agreed upon by both the contract holder and ordering agency during the quoting period of a SEWP request.

Note: Unlike other performance ratings, delivery will be rated monthly.

It is the responsibility of the SEWP Contract Holder to properly indicate the expected delivery time at the time the quote is provided to the customer. If there are shortages or delays, they must be made known to the customer in advance, not after award.

Three types of situations will be used to calculate each contract holder's delivery rating:

1. Changes to the current expected delivery date:
    a. Every change will count – so if a single order's delivery date is changed multiple times, it will have multiple counts.
        i. Not counted: Order modifications, canceled orders, POPONLY orders
        ii. If documented on the CHOP order update page when date is changed, the following will also not count:
            1. Delays due to user request, e.g. user cannot accept the order and have asked for a delay
            2. If the incorrect date entered when order was processed – the note must indicate the date that should have been used and that info must either be on the order or on the quote.
            3. Delays due to communications/changes in requirements or other user-originated issue such as not providing a credit card number
            4. Delays due to a previously documented delayed status
            5. Shortages due to a natural disaster that occurred after the order was placed.
            6. Other extenuating circumstances will be considered on a case-by-case basis
2. Orders that were supposed to have been delivered but have not yet done so:
    a. This should not happen if the delivery status is kept up to date. Therefore, these situations will count as two delays – a delay in delivery and a delay in updating the status
3. Orders that were delivered after the expected delivery date:
    a. This should not happen if the delivery status is kept up to date. Therefore, these situations will count as two delays – a late delivery and a delay in updating the status.

The number of late orders will be counted as noted above and compared with the total number of orders delivered in the past month and those that are still to be delivered.

For Service orders, contract holders will be required to provide a monthly status update beginning at the start date of the task order in narrative form with the progress of the task order, or as requested by the customer. Once the task order is complete the contract holder is responsible for providing a final close out report and marking the order status as completed. Failure to provide updates in a timely manner will be viewed as missed order updates and will negatively affect the contract holder's delivery performance.

Any company with less than five delivery orders within the previous six months will be considered as having insufficient data to provide a rating.

Calculation:

Example:

0 – 10%	No Downgrade or Strike (Excellent)
10 – 15 %	1 Strike
15 – 25 %	1 Downgrade (Very Good)

25 – 35%	1 Downgrade + 1Strike
35 – 45 %	2 Downgrades (Good)
45 – 55 %	2 Downgrades +1 Strike
55 – 65 %	3 Downgrades (Fair)
65 – 75%	3 Downgrades + 1 Strike
>75%	4 Downgrades (Poor)

The average delay will be considered, and strikes will be added to the above as follows:

- 30 – 45 Days: 1 strike
- 45 – 60 Days: 2 strikes
- >60 Days 3: Strikes
  ** Note that if an order cannot be filled (e.g., items are end of life), that will count as a contract adherence strike.*

Ratings

Program Performance will have a five-tier system, shown below:

Color Blue = Excellent
Color Green = Very Good
Color Yellow = Good
Color Orange = Fair
Color Red = Poor

Customer Satisfaction Ratings

- **Excellent** = 0-1 reports of quality issues or concerns and all resolved to customer satisfaction with little or no delay
- **Very Good =** 2-3 reports of minor issues; all are resolved to customer satisfaction with little or no delay
- **Good** = 4-5 reports of issues not all fully resolved and/or a continuing pattern of delayed response to a customer
- **Fair** = 6-7 reports of issues that are not fully resolved and/or a continuing pattern of delayed response to a customer
- **Poor** = 7+ reports of issues that are not fully resolved and/or a continuing pattern of delayed response to a customer

Information Distribution Ratings

- **Excellent =** 0-1 instance of incorrect or partial information provided to customer
- **Very Good** =2-3 instances of incorrect or partial information and Contract Holder quickly resolved situation
- **Good** = 4-5 instances of incorrect or partial information and contract holder quickly resolved situation or instances of incorrect or partial information were not resolved and/or were repeated
- **Fair** = 6 instances of incorrect or partial information and contract holder quickly resolved situation or instances of incorrect or partial information were not resolved and/or were repeated
- **Poor** = 7+ requests to fix incorrect or partial information continuously ignored

Contract Adherence Ratings

- **Excellent =** < 2 infractions occurred, and/or 100% - 91% of verification files on time over 90-day period
- **Very Good =** 3 infractions occurred, and contract holder quickly resolved situation, or infractions occurred and several not resolved and/or were repeated, and /or 90% - 81% of verification files on time over 90-day period
- **Good** = 4 infractions occurred, and contract holder quickly resolved situation, or infractions occurred and several not resolved and/or were repeated, and /or 80% - 71% of verification files on time over 90-day period
- **Fair** = 5 infractions occurred, and contract holder quickly resolved situation, or infractions occurred and several not resolved and/or were repeated, and /or 70% - 61% of verification files on time over 90-day period
- **Poor** = ≥6 infractions occurred and/or request to fix issues continuously ignored, and or <60% of verification files on time over 90-day period

Reporting Ratings

- **Excellent** = All items 100% on time and accurate
- **Very Good** = Average timeliness and accuracy between 90-99%
- **Good** = Average timeliness and accuracy between 80-89%
- **Fair** = Average timeliness and accuracy between 70-79%
- **Poor** = Average timeliness and accuracy < 70%

Explanation of Downgrades

The SEWP PMO is required to document any infractions that results with a downgrade. Any negative rating change will be preceded by information flow between the Program Office and the Contract Holder. The following describes the final steps in handling a negative rating change:

Excellent to Very Good

A decision by the SEWP Program Management Office (PMO) to change a rating from Excellent to Very Good will be preceded by correspondence to the Contract Holder Program Manager (PM) & Deputy Program Manager (DPM), also known as the Contract Holder PM Team. The Contract Holder PM Team will have the option to respond in writing or request a meeting with the SEWP Contract Holder Relationship Management (CHRM) Team.

Very Good to Good

A decision by the Program Office to change a rating from Very Good to Good will be preceded by correspondence to the Contract Holder PM Team. The Contract Holder PM Team will have the option to respond via email and will be required to meet with an assigned Contracting Officer from the SEWP Procurement Team and the Contract Holder Relationship Management Team.

Good to Fair

A decision by the Program Office to change a rating from Good to Fair will require at a minimum a meeting with an assigned Contracting Officer from the SEWP Procurement Team, CHRM Team and the Contract Holder PM Team. The Contract Holder PM Team will have the option to request a meeting with the SEWP PM and/or Deputy PM. The contract holder will also be required to present a corrective plan of action to resolve said issues. The plan should be submitted to the SEWP Procurement Team.

Fair to Poor

A decision by the Program Office to change a rating from Fair to Poor will be preceded by a meeting with the SEWP PM, Deputy PM, SEWP CO and CHRM. A poor rating can lead to a contractor being off-ramped.

The Program office will downgrade the Contract Holder based on the severity of the issue, which can result in a downgrade from Excellent to Good or Poor and require lead to a “Cure Notice”. Before any such action occurs, the contract holder will be notified and given the opportunity to explain why the incident occurred.

Explanation of Upgrades

This rating is based on the business activities of each Contract Holder for each category and its matrix of program performance. Issues are tracked on a rolling three-month basis with evaluations to improve the current rating done monthly, based on the past three month’s activities. Depending on the number and type of infractions, the Contract Holder’s rating will drop down one color for each set of infractions.

If a Contract Holder has a rating at the low end of the rating scale and they are successful in solving the issue and have no further issues in that category for 3 months, then the Contract Holder will move up one color. For each additional color, the contract holder will be upgraded once per month until the contract holder has returned to Excellent (Blue), barring any further issues.

Example:
Date of Incident: May 20, 2025
Red Downgrade: May 20, 2025

If no other infractions occur from date of latest incident which resulted in color downgrade the upgrade schedule will be as follows:

Orange Upgrade: August 20, 2025
Yellow Upgrade: September 20, 2025
Green Upgrade: October 20, 2025
Blue Upgrade: November 20, 2025

Appeals Process

Either during the communications described previously or at any other time, the Contract Holder may request the opportunity to respond via email to any strike or downgrade. The SEWP Program Office will be involved and will review the explanation and provide a decision to the contract holder as to whether the infraction stands. If the Program Office determines that the request does not warrant re-consideration, the Contract Holder's response will be documented along with the Program Office's determination and be provided to any requests for information on the Program Performance rating.

Dormant Status

A contract holder will be placed in dormant status in accordance with part A.1.40 of the contract. due to poor performance in the five categories identified as part of Program Performance or lack of activity on the contract holders SEWP contract. Failure to submit at least one quote quarterly or be awarded at least one task/delivery order against the Contract Holder's SEWP contract within two calendar years will result in dormant status. Dormant status will only be imposed after careful review and consideration of the Contract Holder's performance and activity on the SEWP contracts.

If it is determined by the SEWP PMO that a contract holder should be placed in dormant status, the contract holder will then be referred to the SEWP Contracting Officer (CO). The SEWP CO will then send a letter to the contract holder regarding their poor performance or lack of activity. The Contract holder will have reasonable time, at the discretion of the CO, to respond to said letter with a plan of remediation to rectify the issues that have been identified by the SEPW PMO. Both the SEWP PMO and CO will review the remediation plan. After review, if the determination is made that the remediation plan provided is satisfactory the Contract Holder will not be placed in dormant status.

If after reviewing it is determined by the SEPW PMO and CO that the remediation plan is not satisfactory, the contract holder will be placed in Dormant Status. When the Contract Holder is placed in dormant status, they will be notified in writing by the CO of their dormant contract status. Once dormant status is activated the contract holder will not be eligible to bid on any new work solicited on the SEWP contracts and their quoting privileges will be denied on the CHOP.

The SEWP PMO will then notify Contracting officers of existing delivery/task orders of said Contract Holder's status. Contracting Officers will be advised not to issue any additional task orders to that contract holder as well as not exercising any remaining options or any delivery/task orders. The CH will be allowed to complete delivery of products on any outstanding delivery orders and complete any work in the base or option year of a task order at the time dormant status is activated.

Contract Holders may appeal their dormant status to the NASA Ombudsman under Alternative Disputes Resolution (ADR), as defined in FAR Subpart 33.201 and NFS 1833.2. Using ADR does not waive the Contractor's right to appeal to the Agency Board of Contract Appeals or the United States Court of Federal Claims.

Off-Ramp

A contract holder will be placed in off-ramp in accordance with part A.1.41 of the contract. A Contract Holder will be Off ramped from the SEWP contracts after the CH has been placed in dormant status and it has been determined that the CH has completed delivery on all outstanding delivery orders and completed work on all outstanding task orders.

Contract Holders will also be periodically reviewed for determination of responsibility in accordance with FAR subpart 19.601. If the determination is made that the contract holder is not performing responsibly the CH will be referred to the SEWP CO for Off-ramping. This includes but is not limited to the ability to pay its partners and the ability to fully deliver or complete awarded delivery/task orders.

Contract holders will also be considered for Off-Ramp if one of the following occur:

1. The Contract Holder is suspended, debarred, or ineligible as defined in FAR subpart 9.4
2. The Contract Holder fails to comply with deliverables as defined in the SEWP contracts.
3. The Contract Holder receives multiple terminations of delivery/task orders as defined in FAR Part 49.
4. The Contract holder engages in activities that are not permitted under the SEWP contract terms and conditions.