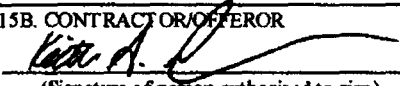
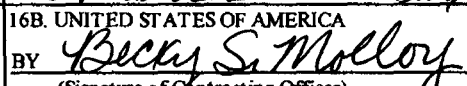


AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE S	PAGE OF PAGES 1 20
2. AMENDMENT/MODIFICATION NO.	3. EFFECTIVE DATE 30-Jul-2009	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)		
6. ISSUED BY USTRANSCOM-AQ - HTC711 608 SCOTT DR SCOTT AFB IL 62225-5357	CODE HTC711	7. ADMINISTERED BY (If other than item 6) <div style="text-align: center; padding: 10px;">See Item 6</div>			
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MENLO WORLDWIDE GOVERNMENT SERVICES, LLC CCR EXPIRES 11/21/2008 718 S FULTON AVE MOUNT VERNON NY 10550-5075			9A. AMENDMENT OF SOLICITATION NO.		
			9B. DATED (SEE ITEM 11)		
			X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-07-D-0032		
			X 10B. DATED (SEE ITEM 13) 17-Aug-2007		
CODE 4J6W3		FACILITY CODE			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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 CONTRACT 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).					
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:					
X D. OTHER (Specify type of modification and authority) 52.243-1 Alt 1 - Changes, and Award Fee Plan Para 5.0					
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> 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: tcdanib091961 The purpose of this modification is to add the revised Award Fee Plan, Section J - Attachment 2, to the contract. Refer to the Summary of Changes for all revisions. All other terms and conditions remain the same.					
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) Keith A. Dyer, Vice President			16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Becky S. Molloy / Contracting Officer TEL: 618-622-2312 EMAIL: Becky.Molloy@ustranvcom.mil		
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED 13 Aug. 2009	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 20 Aug 09	

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE S		PAGE OF PAGES 1 20	
2. AMENDMENT/MODIFICATION NO. P00008		3. EFFECTIVE DATE 30-Jul-2009		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO.(If applicable)	
6. ISSUED BY CODE HTC711 USTRANSCOM-AQ - HTC711 508 SCOTT DR SCOTT AFB IL 62225-5357		7. ADMINISTERED BY (If other than item 6) CODE See Item 6					
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) MENLO WORLDWIDE GOVERNMENT SERVICES, LLC CCR EXPIRES 11/21/2008 718 S FULTON AVE MOUNT VERNON NY 10550-5075				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. HTC711-07-D-0032			
				X 10B. DATED (SEE ITEM 13) 17-Aug-2007			
CODE 4J6W3		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> 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).							
C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:							
X D. OTHER (Specify type of modification and authority) 52.243-1 Alt 1 - Changes, and Award Fee Plan Para 5.0							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u> 1 </u> 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: tcdanibs091961 The purpose of this modification is to add the revised Award Fee Plan, Section J - Attachment 2, to the contract. Refer to the Summary of Changes for all revisions. All other terms and conditions remain the same.							
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) BECKY S. MOLLOY / CONTRACTING OFFICER TEL: 618-622-2212 EMAIL: Becky.Daniels@ustranscom.mil			
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY _____ (Signature of Contracting Officer)		16C. DATE SIGNED 20-Aug-2009	

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

SECTION J - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following have been modified:

ATTACHMENT 2 - AWARD FEE PLAN

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS
SECTION J – ATTACHMENT 2

AWARD-FEE PLAN

FOR

DEFENSE TRANSPORTATION COORDINATION INITIATIVE (DTCI)

HTC711-07-D-0032

APPROVED:

DTCI Fee Determining Official

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1.0 Introduction to the Award Fee Plan

a. This award-fee plan is the basis for the Defense Transportation Coordination Initiative (DTCI) evaluation of the contractor's performance and for presenting an assessment of that performance to the Fee Determining Official (FDO). It describes specific criteria and procedures used to assess the contractor's performance and to determine the amount of award fee earned, if any. Actual award-fee determinations and the methodology for determining award fee are unilateral decisions made solely at the discretion of the Government. This contract will contain a three year base ordering period and two 1-year option periods, with the potential for the contractor to earn up to two additional 1-year award term option periods. This award fee process shall apply to all periods of performance, to include both option periods and award term option periods.

b. Any earned award fee will be provided to the contractor through contract modifications and is in addition to the price paid for Management Services and Transportation under this hybrid contract type. The award fee earned and payable will be determined by the FDO based upon review of the contractor's performance against the criteria set forth in this plan. Unearned award fee for any evaluation period will not be rolled over to any future award fee evaluation periods. The FDO may unilaterally change this plan prior to the beginning of an evaluation period. The contractor will be notified of changes to the plan by the Contracting Officer (CO), in writing, before the start of the affected evaluation period. Changes to this plan that are applicable to a current evaluation period will be incorporated by mutual consent of both parties through a bi-lateral contract modification. Unless the CO gives the contractor specific written notice of any changes to this plan 15 calendar days prior to the start of a new evaluation period, the most recently approved evaluation criteria and weights listed in this Award Fee Plan will be used.

2.0 Organization

The award-fee organization consists of; the FDO, an Award Fee Review Board (AFRB) which consists of a chairperson, the Contracting Officer, a recorder, other functional area participants, advisor members and the Performance Monitors. The FDO, AFRB members, and performance monitors are listed in Annex 1.

3.0 Responsibilities

a. **FDO.** The FDO approves the award-fee plan and any significant changes to the previously approved plan. AFRB members are approved by the FDO in writing. The FDO reviews the recommendation(s) of the AFRB, considers all pertinent data, and unilaterally determines the earned award-fee amount, if any, for each evaluation period in writing.

b. **AFRB Chairperson.** The AFRB Chairperson is responsible for convening the AFRB. The AFRB Chairperson actively facilitates the AFRB process and reviews action items and monitors follow on action as necessary. Guidance and oversight is provided to other AFRB members. Review inputs from AFRB and provides the earned award-fee recommendation to the FDO.

c. **AFRB.** AFRB members review the Performance Monitors' evaluation of the contractor's performance, consider all information from pertinent sources, prepare interim performance reports, and arrive at an earned award-fee recommendation to be presented to the FDO. The AFRB may also recommend changes to the award fee plan. If the contractor provides a written self-assessment of its performance, the AFRB must consider this assessment when developing the earned award-fee recommendation to the FDO.

d. **AFRB Recorder.** The AFRB Recorder is responsible for coordinating the administrative actions required by the Performance Monitors, the AFRB and the FDO, including: 1) receipt, processing, and distribution of evaluation reports from all required sources; 2) scheduling and assisting with internal evaluation milestones, such as briefings; and 3) accomplishing other actions required to ensure the smooth operation of the award fee process.

e. **Contracting Officer (CO).** The CO is the liaison between the contractor and Government personnel. The CO also executes any modification required to provide the contractor the ability to invoice for any earned award fee.

f. **Performance Monitors.** Performance Monitors maintain written records of the contractor's performance in their assigned evaluation area(s) so that a fair and accurate evaluation is obtained. They prepare interim and end-of-period evaluation reports as directed by the AFRB.

4.0 Award-Fee Processes

a. **Available Award-Fee Amount.** The available award fee for each evaluation period is shown in Annex 3. The award fee earned will be paid commensurate with the contractor's performance during each evaluation period.

b. **Evaluation Process.** Contractor performance will be evaluated and rated at the end of each evaluation period (listed in Annex 3) by the AFRB in accordance with Annex 2. Each award fee evaluation criteria to be utilized in accessing the contractor's performance has been assigned a weighted factor that may vary from year to year (Annex 4). The assigned weighted factor will be multiplied by the corresponding Criteria Rating Points assigned to obtain the percentage of award fee earned. The percentage of recommended award fee earned will be determined by multiplying the award fee available by the percentage of award fee earned (Annex 6). The contractor must perform above the satisfactory level in at least one area of evaluation to earn any award fee.

c. **Interim Evaluation Process.** The AFRB recorder notifies each AFRB member and Performance Monitor 15 calendar days before the midpoint of the evaluation period. Performance Monitors submit their interim evaluation reports to the AFRB no later than the midpoint of the evaluation period. The AFRB determines the interim evaluation results and notifies the contractor of the strength(s) and weakness(es) for the current evaluation period via a letter issued by the CO within 10 calendar days after the interim AFRB meeting. The CO may also issue letters to the contractor at any other time when it is deemed necessary to highlight areas of Government concern. (The first Interim AFRB meeting will take place approximately the last week of January 2008.)

d. **Evaluation Criteria.** In years 1 through 3, if task orders for management services are issued, the following Award Fee evaluation criteria will be utilized to determine the amount of award fee earned, if any: Implementation, Information Management, Transportation Coordination Services and Small Business Participation. In years 4 through 7, to the extent that option periods are exercised and award term option periods are earned and exercised, the following award fee criteria will be utilized to determine the amount of award fee earned, if any: Information Management, Transportation Coordination Services and Small Business Participation.

e. **Focus Areas.** Prior to the start of each evaluation period, the AFRB Chairperson, through the CO, will identify to the contractor specific areas of performance that the contractor should focus on during that evaluation period. All focus areas identified will be directly related to the contractual performance requirements described in the contract and referred to in the evaluation criteria contained in this Award Fee Plan.

f. **End of Period Evaluation.** The AFRB Recorder notifies each AFRB member and Performance Monitor 30 calendar days prior to the end of the evaluation period. Performance Monitors submit their evaluation reports to the AFRB 7 calendar days after the end of the evaluation period. The AFRB, led by the AFRB Chairperson, prepares its evaluation report and recommendation of earned award fee within 45 calendar days after the end of the evaluation period. The AFRB briefs the evaluation report and recommendation to the FDO. At this time, the AFRB may also recommend any significant changes to the award-fee plan for FDO approval. The FDO determines the overall earned award-fee amount for the evaluation period within 60 calendar days after the end of each evaluation period. The FDO will issue a letter informing the contractor of the earned award-fee amount. The CO will issue a contract modification within 15 calendar days after the FDO's decision is made authorizing payment of the earned-award-fee amount.

g. **Contractor's Self Assessment.** The contractor will be given the opportunity to provide a written self assessment of their performance to the AFRB. When the contractor chooses to submit a self-assessment to the AFRB, it must be submitted to the CO within 15 calendar days after the end of the evaluation period. This written assessment of the contractor's performance throughout the evaluation period may also contain any information deemed reasonable to assist the AFRB in evaluating the contractor's performance. The contractor's self-assessment may not exceed 10 pages. Pages submitted beyond the 10-page limit will not be reviewed nor considered in the Award Term Option evaluation process.

5.0 Award-Fee Plan Change Procedure

All significant changes are approved by the FDO; the AFRB Chairperson approves additional changes. Examples of significant changes include changing evaluation criteria and adjusting weights to redirect contractor's emphasis to areas needing improvement. The contractor may recommend changes in writing to the CO no later than 14 calendar days prior to the beginning of the new evaluation period. If recommended changes are approved by the FDO, the CO shall notify the contractor in writing of any change(s). Unilateral changes may be made to the award-fee plan if the contractor is provided written notification by the CO prior to the start of the upcoming evaluation period. Changes affecting the current evaluation period must be by mutual agreement of both parties, via a bi-lateral modification.

6.0 Award-Fee Termination Procedures

If the contract is terminated for the convenience of the Government after the start of an award-fee evaluation period, the award fee deemed earned for that period shall be determined by the FDO using the normal award-fee evaluation process. Following any contract termination, the remaining award-fee amounts allocated to subsequent award-fee evaluation periods cannot be earned by the contractor and therefore, shall not be paid.

If any option period; or Award Term Option period, is not exercised, any remaining award-fee amounts allocated to subsequent award-fee evaluation periods cannot be earned by the contractor and, therefore, shall not be paid.

Annex 1

Award-Fee Organization

Members:

Fee Determining Official
 USTRANSCOM-TCAQ

Award Fee Chairperson
 DTCI Program Manager *

Award Fee Review Board

 AFRB Recorder

 Services Representatives *
 (One member from the Army, Air Force, Marines, and Navy)

 DLA Representative *

 USTRANSCOM PMO Representatives *

 Contracting Officer *

 USTRANSCOM Office of the Staff Judge Advocate Representative

 USTRANSCOM Small Business Manager

Performance Monitors
 (Performance Monitors will be assigned at each shipping location)

* Award Fee Voting Members

Annex 2**Areas of Evaluation and Rating Scale****AREAS OF EVALUATION**

Implementation
Information Management
Transportation Coordination Services
Small Business Participation

RATING SCALE FOR EACH AREA OF EVALUATION

	Rating Points	Percent of Award Fee
SATISFACTORY	1-50 Points	0%
VERY GOOD	51-75 Points	51% - 75%
EXCEPTIONAL	76-100 Points	76% - 100%

Annex 3**Award-Fee Allocation by Evaluation Periods**

The award fee earned by the contractor will be determined at the completion of semi-annual evaluation periods shown below. The percentage and dollars shown corresponding to each period is the maximum available -award-fee amount that can be earned during that particular period.

Evaluation Period	From	To	Available Award Fee
1	17 Aug 07	01 May 08	\$665,691.00 (Completed)
2	02 May 08	16 Oct 08	\$665,691.00 (Completed)
3	17 Oct 08	16 Apr 09	\$744,984.00 (Completed)
4	17 Apr 09	16 Oct 09	\$744,984.00
5	17 Oct 09	16 Apr 10	\$662,084.40
6	17 Apr 10	16 Oct 10	\$662,084.40
7	17 Oct 10	16 Apr 11	\$677,687.40
8	17 Apr 11	16 Oct 11	\$677,687.40
9	17 Oct 11	16 Apr 12	\$697,392.60
10	17 Apr 12	16 Oct 12	\$697,392.60
11	17 Oct 12	16 Apr 13	\$718,656.60
12	17 Apr 13	16 Oct 13	\$718,656.60
13	17 Oct 13	16 Apr 14	\$736,622.40
14	17 Apr 14	16 Oct 14	\$736,622.40

Note: Should a downward adjustment be made to the Management Services CLIN due to a decrease in workload in accordance with Section G-6 of the contract, a corresponding downward adjustment will be made to the available award fee pool so that the available award fee pool will always be set at 10% of the Management Services CLIN.

Annex 4**Evaluation Criteria (Year One)**

<u>IMPLEMENTATION</u>	<u>55%</u>
<u>INFORMATION MANAGEMENT</u>	<u>20%</u>
<u>TRANSPORTATION COORDINATION SERVICES</u>	<u>15%</u>
<u>SMALL BUSINESS PARTICIPATION</u>	<u>10%</u>

Annex 4**Evaluation Criteria (Years Two and Three)**

<u>IMPLEMENTATION</u>	<u>35%</u>
<u>INFORMATION MANAGEMENT</u>	<u>25%</u>
<u>TRANSPORTATION COORDINATION SERVICES</u>	<u>25%</u>
ON-TIME PICK-UP/DELIVERY	<u>20%</u>
ALL OTHER EVALUATION CRITERIA STANDARDS	<u>5%</u>
<u>SMALL BUSINESS PARTICIPATION</u>	<u>15%</u>

Annex 4**Evaluation Criteria (Years Four through Seven – If Exercised and/or Earned and Exercised)**

IMPLEMENTATION	<u>10%</u>
<u>INFORMATION MANAGEMENT</u>	<u>30%</u>
<u>TRANSPORTATION COORDINATION SERVICES</u>	
ON-TIME PICK-UP/DELIVERY	<u>30%</u>
ALL OTHER EVALUATION CRITERIA STANDARDS	<u>10%</u>
<u>SMALL BUSINESS PARTICIPATION</u>	<u>20%</u>

Annex 5

Evaluation Criteria Standards of Performance

Implementation – Phase I

Satisfactory (0-50 Points) – As identified in Table 1 of the PWS, the contractor successfully implements Phase I locations by the last day of the **required** month. Items that will be considered part of successful implementation include: (1) establishing all necessary systems communication integration efforts to process electronic shipment requests; (2) finalizing and successfully completing a joint test to fully implement and operationally test/validate information technology (IT) interoperability and integration; (3) training government personnel at each location on the use of the contractor's systems, with specific consideration given to the average rating scores in the Implementation training area taken from the Ordering Officer surveys. (These surveys are taken by the PMO prior to Award Fee Review Board determinations and the scores will be from only the first survey taken post-implementation for each applicable shipper site.)

Very Good (51-75 Points) – As identified in Table 1 of the PWS, the contractor successfully implements Phase I locations by the last day of the **required** month **and** the contractor successfully implements **some** of the Phase I locations by the last day of the **desired** month as identified in Table 2 of the PWS. Items that will be considered part of successful implementation include: (1) establishing all necessary systems communication integration efforts to process electronic shipment requests; (2) finalizing and successfully completing a joint test to fully implement and operationally test/validate IT interoperability and integration, (3) training government personnel at each location on the use of the contractor's systems, with specific consideration given to the average rating scores in the Implementation training area taken from the Ordering Officer surveys. (These surveys are taken by the PMO prior to Award Fee Review Board determinations and the scores will be from only the first survey taken post-implementation for each applicable shipper site.)

Exceptional (76– 100 Points) – As identified in Table 1 of the PWS, the contractor successfully implements Phase I locations by the last day of the **required** month **and** the contractor successfully implements the **majority** of the Phase I locations by the last day of the **desired** month as identified in Table 2 of the PWS. Items that will be considered part of successful implementation include: (1) establishing all necessary systems communication integration efforts to process electronic shipment requests; (2) finalizing and successfully completing a joint test to fully implement and operationally test/validate IT interoperability and integration; (3) training government personnel at each location on the use of the contractor's systems, with specific consideration given to the average rating scores in the Implementation training area taken from the Ordering Officer surveys. (These surveys are taken by the PMO prior to Award Fee Review Board determinations and the scores will be from only the first survey taken post-implementation for each applicable shipper site.)

Annex 5

Evaluation Criteria Standards of Performance

Implementation – Phases II Through Completion

Satisfactory (0-50 Points) – The contractor successfully implements Phases II through completion at locations identified in applicable Tables of the PWS by the last day of the **required** month. Items that will be considered part of successful implementation include: (1) establishing all necessary systems communication integration efforts to process electronic shipment requests; (2) finalizing and successfully completing a joint test to fully implement and operationally test/validate information technology (IT) interoperability and integration; (3) training government personnel at each location on the use of the contractor's systems, with specific consideration given to the average rating scores in the Implementation training area taken from the Ordering Officer surveys. (These surveys are taken by the PMO prior to Award Fee Review Board determinations and the scores will be from only the first survey taken post-implementation for each applicable shipper site.)

Very Good (51-75 Points) – The contractor successfully implements Phases II through completion at locations identified in applicable Tables of the PWS by the last day of the **required** month **and** the contractor successfully implements **some** of the Phase II and or III locations **in advance of the required** implementation complete dates identified in the PWS. Items that will be considered part of successful implementation include: (1) establishing all necessary systems communication integration efforts to process electronic shipment requests; (2) finalizing and successfully completing a joint test to fully implement and operationally test/validate information technology (IT) interoperability and integration; (3) training government personnel at each location on the use of the contractor's systems, with specific consideration given to the average rating scores in the Implementation training area taken from the Ordering Officer surveys. (These surveys are taken by the PMO prior to Award Fee Review Board determinations and the scores will be from only the first survey taken post-implementation for each applicable shipper site.)

Exceptional (76 – 100 Points) – The contractor successfully implements Phases II through completion at locations identified in applicable Tables of the PWS **within the required** implementation complete dates **and** the contractor successfully implements the **majority** of the Phase II and or III locations **in advance of the required** implementation complete dates identified in the PWS. Items that will be considered part of successful implementation include: (1) establishing all necessary systems communication integration efforts to process electronic shipment requests; (2) finalizing and successfully completing a joint test to fully implement and operationally test/validate information technology (IT) interoperability and integration; (3) training government personnel at each location on the use of the contractor's systems, with specific consideration given to the average rating scores in the Implementation training area taken from the Ordering Officer surveys. (These surveys are taken by the PMO prior to Award Fee Review Board determinations and the scores will be from only the first survey taken post-implementation for each applicable shipper site.)

Annex 5Evaluation Criteria Standards of PerformanceInformation Management

Satisfactory (0 – 50 Points) – The contractor’s system is available 99% of the time minus approved scheduled downtime and **very few** validated system complaints are received in regards to processing and tracking shipment requests. Of those validated system complaints received, **very few** impacted operations, and all were resolved within a **reasonable** time of receipt.

Very Good (51 – 75 Points) – The contractor’s system is available **in excess** of 99% of the time minus approved scheduled downtime and **very few** validated system complaints are received in regards to processing and tracking shipment requests. Of those validated system complaints received, **virtually none** impacted operations, and all were resolved **relatively quickly** from time of receipt.

Exceptional (76-100 Points) – The contractor’s system is available **in excess** of 99% of the time minus approved scheduled downtime and **virtually no** validated system complaints are received in regards to processing and tracking shipment requests. Of those validated system complaints received, **virtually none** impacted operations, and all were resolved **quickly** from time of receipt.

Annex 5

Evaluation Criteria Standards of Performance

Transportation Coordination Services

Satisfactory (0-50 Points) – The contractor **meets** the applicable performance thresholds identified in the contract. Performance thresholds are identified as: 96% on time pick up and delivery standard in Years 1 and 2, increasing to 97% in Years 3 through 7, 98% of all shipments will be loss and damage free, and 99% of all claims will be closed within 120 days of government providing all necessary substantiating documentation. The remaining 1% of claims will be closed within 180 days. The contractor has identified and submitted a **small number** of opportunities for process improvement which will provide a benefit to the DoD if and when implemented. **Very few** validated customer concerns are received, and **very few** impacted operations. Of those validated customer concerns that impacted operations, all were resolved within a **reasonable** time of receipt. *At the conclusion of Award Fee Evaluation Periods 2 through 5, the contractor **is on track to achieve** a net cost savings of 19.1%. At the conclusion of Award Fee Evaluation Period 6, the contractor is **close to achieving** a net cost savings goal of 19.1%. The contractor has shown significant annual progress towards this goal. At the conclusion of Award Fee Evaluation Period's 8, 10, 12 and 14, the contractor is **close to achieving** a net cost savings goal of 23.2%. The contractor continues to seek additional savings opportunities and communicates these efforts with the Government. The contractor provides equipment to meet the government's needs.

Very Good (51-75 Points) – The contractor **meets** the applicable performance thresholds identified in the contract **and exceeds more than one**. The contractor has identified and submitted a **significant number** of opportunities for process improvement which will provide a benefit to the DoD if and when implemented. **Very few** validated customer concerns are received, and **virtually none** impacted operations. Of those validated customer concerns that impacted operations, all were resolved **relatively quickly** from time of receipt. *At the conclusion of Award Fee Evaluation Periods 2 through 5, the contractor **is on track to achieve** a net cost savings of 19.1%. At the conclusion of Award Fee Evaluation Period 6, the contractor has **achieved** a net cost savings goal of 19.1%. The contractor has shown significant annual progress towards this goal. At the conclusion of Award Fee Evaluation Period's 8, 10, 12 and 14, the contractor has **achieved** a net cost savings goal of 23.2%. The contractor continues to seek additional savings opportunities and communicates these efforts with the Government. The contractor provides equipment to meet the government's needs.

Exceptional (76-100 Points) – The contractor **meets** all of the performance thresholds identified in the contract **and exceeds the majority**. The contractor has identified and submitted a **significant number** of opportunities for process improvement which will provide a benefit to the DoD if and when implemented. **Virtually no** validated customer concerns are received. Of those validated customer concerns received, **none** were severe in nature. All validated customer concerns were resolved **quickly** from time of receipt. *At the conclusion of Award Fee Evaluation Periods 2 through 5, the contractor **is on track to achieve** a net cost savings of 19.1%. At the conclusion of Award Fee Evaluation Period 6, the contractor has **exceeded** a net cost savings goal of 19.1%. The contractor has shown significant annual progress towards this goal. At the conclusion of Award Fee Evaluation Periods 8, 10, 12 and 14, the contractor has **exceeded** a net cost savings goal of 23.2%. The contractor continues to seek additional savings opportunities and communicates these efforts with the Government. The contractor provides equipment to meet the government's needs.

*Note: A site must have six full months of DTCI operations completed and associated performance data available prior to the associated Award Fee evaluation period to be included in the cost savings goal calculation. Reference Paragraph 1.4.2 of Section C, DTCI Performance Work Statement.

Annex 5Evaluation Criteria Standards of PerformanceSmall Business Participation

Satisfactory (0-50 Points) – The contractor **has met**, or is on track to meet, all of the stated subcontracting goals as identified in the approved subcontracting plan. The contractor makes a **good** effort to assure that all categories of small businesses have an equitable opportunity to compete for subcontracts, undertakes a **few** outreach efforts to facilitate small business participation as subcontractors, and provides **some** assistance to small businesses to facilitate their participation as subcontractors.

Very Good (51 -75 Points) – The contractor has **met**, or is on track to meet, all of the stated subcontracting goals as identified in the approved subcontracting plan **and has exceeded more than one**, or is on track to exceed, more than one. The contractor makes a **significant** effort to assure that all categories of small businesses have an equitable opportunity to compete for subcontracts, undertakes **substantial** outreach efforts to facilitate small business participation as subcontractors, and provides **significant** assistance to small businesses to facilitate their participation as subcontractors.

Exceptional (76-100 Points) – The contractor has **met**, or is on track to meet, all of the stated subcontracting goals as identified in the approved subcontracting plan **and exceeds the majority**, or is on track to exceed the majority of, the stated subcontracting goals. The contractor makes an **outstanding** effort to assure that all categories of small businesses have an equitable opportunity to compete for subcontracts, undertakes **notable** outreach efforts to facilitate small business participation as subcontractors, and provides **comprehensive** assistance to small businesses to facilitate their participation as subcontractors.

Annex 6**Evaluation Summary Report (Year One)**

CATEGORY	CRITERIA RATING POINTS	WEIGHTING FACTOR	WEIGHTED POINTS
I. Implementation	_____	X .50	_____
II. Information Management	_____	X .20	_____
III. Trans Coord Services	_____	X .20	_____
IV. Small Bus. Participation	_____	X .10	_____

Total: _____

Award Fee Available: _____

Total Weighted Points: _____ % of Award Fee Earned

Recommended Award Fee \$_____

(Award fee available X % of award fee earned = recommended award fee)

Annex 6**Evaluation Summary Report (Years Two through Three)**

CATEGORY	CRITERIA RATING POINTS	WEIGHTING FACTOR	WEIGHTED POINTS
I. Implementation	_____	X .35	_____
II. Information Management	_____	X .25	_____
III. Trans Coord Services			
On-Time Pick-Up/Delivery	_____	X.20	_____
All Other Evaluation Criteria Standards	_____	X.05	_____
IV. Small Business Participation	_____	X.15	_____

Total: _____

Award Fee Available: _____

Total Weighted Points: _____ % of Award Fee Earned

Recommended Award Fee \$ _____

(Award fee available X % of award fee earned = recommended award fee)

Annex 6**Evaluation Summary Report (Years Four through Seven, if Exercised and/or Earned and Exercised)**

CATEGORY	CRITERIA RATING POINTS	WEIGHTING FACTOR	WEIGHTED POINTS
I. Implementation	_____	X.10	_____
II. Information Management	_____	X.30	_____
III. Trans Coord Services			
On-Time Pick Up/Delivery	_____	X.30	_____
All Other Evaluation Criteria Standards	_____	X.10	_____
IV. Small Business Participation	_____	X.20	_____

Total: _____

Award Fee Available: _____

Total Weighted Points: _____ % of Award Fee Earned

Recommended Award Fee \$_____

(Award fee available X % of award fee earned = recommended award fee)

(End of Summary of Changes)