

NOTE FROM SEVEN STEPS TEAM: SEE “HELPFUL HINTS” AT END OF DOCUMENT

ATTACHMENT 1

AWARD TERM EVALUATION PLAN

1. Introduction

- 1.1. The purpose of this Award Term Plan is to describe the process by which Contractor performance of this contract will be evaluated. The intent is to define a process, consistent and effective, resulting in equitable appraisals of Contractor performance and award term determinations.
- 1.2. Contractor performance will be evaluated by the Project Officer (PO). The PO will perform the evaluation and make a recommendation to the Contracting Officer that identifies if the Contractor is eligible for award term. All decisions regarding award term eligibility including, but not limited to the methodology used to determine Contractor eligibility, and the nature and success of the Contractor's performance are final and shall not be subject to the Disputes Clause.
- 1.3. Evaluations will be conducted quarterly during the Base Year, Option I and Option II, excluding the contract phase-in period. Award terms and the evaluations are dependent upon the exercise of option years. The Contractor's performance during the award term evaluation period will be the basis for awarding the Contractor additional award terms.
- 1.4. Any award term will be provided to the Contractor through unilateral contract modifications based upon eligibility as determined by the PO.

2. Award Term Evaluation Process

- 2.1. Award Term Eligibility. For each quarterly evaluation period, an overall rating will be established, as defined below, to determine the Contractor's eligibility for award term. In order to be eligible to receive 12-month Award Term #1, the Contractor must receive a rating of “Eligible” at least six of the first eight quarterly ratings, excluding the Phase-In Period. In order to be eligible to receive 12-month Award Term #2, the Contractor must receive a rating of “Eligible” at least ten of the first twelve quarterly ratings, excluding the Phase-In Period. The PO will rate the Contractor's performance and assign the overall rating based on a combination of two criteria:

- The aggregate weighted average quarterly score for critical, urgent and emergency service items (see Performance Work Summary Attachment);
- The net dollar amount of service performance bonuses and deductions for the quarter (see Performance Work Summary Attachment).

2.2. Rating Definition

Eligible	<p>The aggregate weighted average quarterly score for critical, urgent and emergency service items is $\geq 90\%$; AND</p> <p>The net dollar amount of service performance bonuses - deductions for the quarter $\geq \\$0$.</p>
Ineligible	<p>The aggregate weighted average quarterly score for critical, urgent and emergency service items is $< 90\%$; AND/OR</p> <p>The net dollar amount of service performance bonuses - deductions for the quarter $< \\$0$.</p>

2.3. The evaluation of the Contractor's performance will be based on the information provided and used for the quarterly evaluation (see Contractor and PO responsibilities for providing/comparing quarterly workload estimates and completion percentages in contract sections G.2 and G.3).

3. The Government and the Contractor may recommend changes to the Award-Term Plan at any time during performance of the contract. Recommended changes from the Contractor shall be in writing to the Contracting Officer. If the Contractor and the Government agree to change the plan, the changes will be incorporated into the contract through a bilateral modification. If a mutual agreement cannot be reached, the original Award-Term Plan will remain in effect.

4. Ineligible Performance

4.1. If the Contractor has failed to earn an award term by the end of Option Year #1 of the contract, the Contracting Officer may declare that the award term incentive of this contract is void for the remaining period of performance of this contract.

4.2. If, during performance of Award Term #1 the Contractor fails to earn "Eligible" quarterly ratings during the first two quarterly reviews, the Contracting Officer may declare that Award Term #2 of this contract, although earned, is void.

4.3. The voiding of the award term incentive shall not be considered either a Termination for Convenience or Termination for Default, and shall not entitle the Contractor to any equitable adjustment or any other compensation under these clauses. Notwithstanding, the Government retains the right to terminate this

contract for convenience or default in accordance with the clauses set forth in Section I.

5. Miscellaneous

Notwithstanding any other provisions in the Award Term Evaluation Plan, the Contractor's right to an Award Term remains contingent upon (a) a continuing need for the services and (b) the availability of funds. The Government's not ordering award term services for lack of either (a) or (b) above does not constitute a termination or a basis for invocation of the Disputes clause.

HELPFUL HINTS:

A paragraph on the award term organization and related roles and responsibilities would strengthen the document.