

DELIVERY ORDER						DRAFT	
1. CONTRACT NO. N00178-05-D-4257		2. DELIVERY ORDER NO. FD0102		3. EFFECTIVE DATE ORIG 02/01/2006 MOD 08/17/2006		4. PURCHASE REQUEST NO. N00167-06-MR-58403	
5. ISSUED BY NSWC, CARDEROCK DIVISION, MARYLAND Kathleen C Bonturi 3321 9500 MacArthur Blvd West Bethesda, MD 20817 Kathleen.Bonturi@navy.mil 301-227-1302 Ext.				6. ADMINISTERED BY DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA, PA 19111-0427			
7. CONTRACTOR Cosmic Software Technology 14 Benedek Road Princeton, NJ 08540-2228		CODE 1UVD1		FACILITY		8. DELIVERY DATE See Section F	
						9. CLOSING DATE/TIME	
						SET ASIDE TYPE	
						10. MAIL INVOICES TO See Section G	
11. SHIP TO See Section D				12. PAYMENT WILL BE MADE BY DFAS Columbus Center, North Entitlement Operations P.O. Box 182266 Columbus, OH 43218-2266			
13. TYPE OF ORDER		D X		This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of above-numbered contract.			
ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.							
Cosmic Software Technology				Ranvir K. Sinha, President & CEO			
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE		DATE SIGNED	
14. ACCOUNTING AND APPROPRIATION DATA See Section G							
15. ITEM NO.		16. SCHEDULE OF SUPPLIES/SERVICES		17. QUANTITY ORDERED/ACCEPTED*		18. UNIT	
						19. UNIT PRICE	
						20. AMOUNT	
See the Following Pages							
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.				21. UNITED STATES OF AMERICA By: Catherine L Rowe		22. TOTAL 08/02/2006 CONTRACTING/ORDERING OFFICER	
SECTION DESCRIPTION				SECTION DESCRIPTION			
B SUPPLIES OR SERVICES AND PRICES/COSTS				H SPECIAL CONTRACT REQUIREMENTS			
C DESCRIPTION/SPECS/WORK STATEMENT				I CONTRACT CLAUSES			
D PACKAGING AND MARKING				J LIST OF ATTACHMENTS			
E INSPECTION AND ACCEPTANCE							
F DELIVERIES OR PERFORMANCE							
G CONTRACT ADMINISTRATION DATA							

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The purpose of this modification is to (a) decrease the total task order amount by \$ result of FD0101 that reduced the period of performance; and (b) deobligate funding in the amount of Accordingly, said Task Order is modified as follows:

CLIN	From	By	To
1000			

As a result, the conformed copy reflects changes to Block 22 on the cover page, and to CLIN 1000 under Section B on page 1, under Section G Contract Administration Data on page 6, and under Clause SEA 5252.232-910 Allotment of Funds on page 6.

A conformed copy of this task order is attached to this modification for information purposes only.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

Item	Supplies/Services Qty	Unit Est. Cost	Fixed Fee	CPFF
1000	Clerical/Administ rative support services for the NSWCCD Facilities and Model Fabrication Division (OTHER)	1.0 Lot		

The Alternate II version of the Section G clause entitled, "Submission of Invoices (Cost-Reimbursement, Time-and-Materials, labor Hours or FPI) (July 1992)" is hereby invoked as set forth under P00001 of the subject contract.

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

This is a performance based Statement of Work. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels in provision CAR H07 in Section H – Special Contract Requirements and the Performance Based Evaluation Criteria and Standards Table.

1.0 Objective

The contractor shall provide non-personal clerical/administrative on-site services for the Naval Surface Warfare Center, Carderock Division (NSWCCD), Facilities and Model Fabrication Division, Staff Office (Code 36). Support shall also be provided to the Weight Handling Section and other offices as deemed necessary within the Facilities and Model Fabrication Division, in addition to serving as backup to the Service Desk.

2.0 Requirements/Qualifications

The contractor should provide an individual with a minimum of a High School degree and 15 years of experience in providing clerical/administrative support to a large organization. In addition, the individual should have 4 years of experience in maintaining a facilities service desk operation including knowledge of: electric, machine, welding and sheet metal trades, plumbing, HVAC and utility shop systems, cranes and transportation systems, painting and grounds maintenance, telephone communication systems, and maintenance and repair of building structures.

The individual should have the ability to utilize a personal desktop computer and commercial software packages, such as Microsoft Word, Excel, and Powerpoint in order to complete comprehensive presentations and spreadsheets in final form for management. In addition, the individual should have experience working with facilities management software such as PWTtools, ESWIN and MAXIMO database programs in order to perform backup service desk functions.

The individual should have exceptional writing and grammar skills. In addition, the individual should have an ability to monitor, analyze and interpret administrative functions and have the ability to organize, plan, prioritize, follow through, track progress of and notify management of status on all work assignments in a timely manner.

3.0 Scope of Work

The contractor shall provide clerical/administrative support services including, but not limited to, the following: answer the telephone, fax, photocopy, sort incoming division mail, file, and maintain and track inventory of office supplies and materials; prepare and file all incoming and outgoing, official and non/official correspondence, naval messages and naval grams, routine forms, progress reports, technical reports, and any other documentation required in support of the division; take notes and minutes for various meetings and compose final meeting notes for management; input and maintain travel orders and claims; establish and maintain a comprehensive filing system for all records, official/non official correspondence and documents related to the division; and act as a backup to the Service Desk.

4.0 Government Furnished Equipment

Government furnished workspace will be provided. The Government shall furnish a computer capable of performing office automation tasks required for the position. The designated space will also have a telephone capable of DSN and local/long distance calling for official business use. Database information required to prepare deliverables and naval messages, as appropriate, will be provided to the contractor.

5.0 Performance

The contractor shall provide one (1) individual to perform the on-site services as follows:

5.1 The contractor shall work 40 hours per week, Monday through Friday (excluding Government Holidays), 8.5 hours per day between the hours of 7:00 am and 3:30 pm (includes a 30 minute lunch break), unless otherwise specified as required. Tasking is not to exceed 1,920 hours per year for a total of 3,840 hours.

5.2 Period of Performance - The period of performance of the task order shall be from the effective date of the task order through 11 August 2006.

5.3 Place of Performance – NSWCCD, 9500 MacArthur Boulevard, West Bethesda, MD, 20817-5700, Complex N and other buildings as required.

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SECTION D PACKAGING AND MARKING

Packaging and Marking shall be in accordance with Section D of the base IDIQ contract.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance shall be performed by the Government at destination.

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SECTION F DELIVERIES OR PERFORMANCE

52.211-8 TIME OF DELIVERY (JUN 1997)

(a) The Government requires delivery to be made according to the following schedule:

ITEM NO.	QUANTITY	AFTER DATE OF TASK ORDER
1000	ALL	11 August 2006

(End of clause)

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
1000	60265674	132153.00

LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 995360101431

MOD 2
1000 60265674 (92153.00)
LLA :
AA 97X4930 NH1C 000 77777 0 000167 2F 000000 995360101431

Task Order Manager
Kimberly W. Dempsey
9500 MacArthur Boulevard
West Bethesda, MD 20817-5700
kimberly.dempsey@navy.mil
301-227-4161

SEA 5252.232-9104 ALLOTMENT OF FUNDS (MAY 1993)

(a) This contract is incrementally funded with respect to both cost and fee. The amount(s) presently available and allotted to this contract for payment of fee for incrementally funded contract line item number/contract subline item number (CLIN/SLIN), subject to the clause entitled "FIXED FEE" (FAR 52.216-8) or "INCENTIVE FEE" (FAR 52.216-10), as appropriate, is specified below. The amount(s) presently available and allotted to this contract for payment of cost for incrementally funded CLINs/SLINs is set forth below. As provided in the clause of this contract entitled "LIMITATION OF FUNDS" (FAR 52.232-22), the CLINs/SLINs covered thereby, and the period of performance for which it is estimated the allotted amount(s) will cover are as follows:

ESTIMATED

ITEM(S)	ALLOTED TO COST	ALLOTED TO FEE	PERIOD OF PERFORMANCE
1000	\$	\$	11 August 2006

(b) The parties contemplate that the Government will allot additional amounts to this contract from time to time for the incrementally funded CLINs/SLINs by unilateral contract modification, and any such modification shall state separately the amount(s) allotted for cost, the amount(s) allotted for fee, the CLINs/SLINs covered thereby, and the period of performance which the amount(s) are expected to cover.

(c) CLINs/SLINs are fully funded and performance under these CLINs/SLINs is subject to the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable.

(End of Clause)

SEA 5252.216-9122 LEVEL OF EFFORT (DEC 2000)

(a) The Contractor agrees to provide the total level of effort specified in the next sentence in performance of the work described in Sections B and C of this contract. The total level of effort for the performance of this contract shall be 3,840 total man-hours of direct labor, including subcontractor direct labor for those subcontractors specifically identified in the Contractor's proposal as having hours included in the proposed level of effort.

(b) Of the total man-hours of direct labor set forth above, it is estimated that zero man-hours are uncompensated effort.

Uncompensated effort is defined as hours provided by personnel in excess of 40 hours per week without additional compensation for such excess work. All other effort is defined as compensated effort. If no effort is indicated in the first sentence of this paragraph, uncompensated effort performed by the Contractor shall not be counted in fulfillment of the level of effort obligations under this contract.

(c) Effort performed in fulfilling the total level of effort obligations specified above shall only include effort performed in direct support of this contract and shall not include time and effort expended on such things as (local travel to and from an employee's usual work location), uncompensated effort while on travel status,

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truncated lunch periods, work (actual or inferred) at an employee's residence or other non-work locations (except as provided in paragraph (j) below), or other time and effort which does not have a specific and direct contribution to the tasks described in Sections B and C.

(d) The level of effort for this contract shall be expended at an average rate of approximately 40 hours per week. It is understood and agreed that the rate of man-hours per month may fluctuate in pursuit of the technical objective, provided such fluctuation does not result in the use of the total man-hours of effort prior to the expiration of the term hereof, except as provided in the following paragraph.

(e) If, during the term hereof, the Contractor finds it necessary to accelerate the expenditure of direct labor to such an extent that the total man hours of effort specified above would be used prior to the expiration of the term, the Contractor shall notify the Contracting Officer in writing setting forth the acceleration required, the probable benefits which would result, and an offer to undertake the acceleration at no increase in the estimated cost or fee together with an offer, setting forth a proposed level of effort, cost breakdown, and proposed fee, for continuation of the work until expiration of the term hereof. The offer shall provide that the work proposed will be subject to the terms and conditions of this contract and any additions or changes required by then current law, regulations, or directives, and that the offer, with a written notice of acceptance by the Contracting Officer, shall constitute a binding contract. The Contractor shall not accelerate any effort until receipt of such written approval by the Contracting Officer. Any agreement to accelerate will be formalized by contract modification.

(f) The Contracting Officer may, by written order, direct the Contractor to accelerate the expenditure of direct labor such that the total man hours of effort specified in paragraph (a) above would be used prior to the expiration of the term. This order shall specify the acceleration required and the resulting revised term. The Contractor shall acknowledge this order within five days of receipt.

(g) If the total level of effort specified in paragraph (a) above is not provided by the Contractor during the period of this contract, the Contracting Officer, at its sole discretion, shall either (i) reduce the fee of this contract as follows:

Fee Reduction = Fee (Required LOE minus Expended LOE divided by Required LOE)

or (ii) subject to the provisions of the clause of this contract entitled "LIMITATION OF COST" (FAR 52.232-20) or "LIMITATION OF COST (FACILITIES)" (FAR 52.232-21), as applicable, require the Contractor to continue to perform the work until the total number of man hours of direct labor specified in paragraph (a) above shall have been expended, at no increase in the fee of this contract.

(h) The Contractor shall provide and maintain an accounting system, acceptable to the Administrative Contracting Officer and the Defense Contract Audit Agency (DCAA), which collects costs incurred and effort (compensated and uncompensated, if any) provided in fulfillment of the level of effort obligations of this contract. The Contractor shall indicate on each invoice the total level of effort claimed during the period covered by the invoice, separately identifying compensated effort and uncompensated effort, if any.

(i) Within 45 days after completion of the work under each separately identified period of performance hereunder, the Contractor shall submit the following information in writing to the Contracting Officer with copies to the cognizant Contract Administration Office and to the DCAA office to which vouchers are submitted: (1) the total number of man hours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of man hours expended in each direct labor classification and associated direct and indirect costs; (3) a breakdown of other costs incurred; and (4) the Contractor's estimate of the total allowable cost incurred under the contract for the period. Within 45 days after completion of the work under the contract, the Contractor shall submit, in addition, in the case of a cost underrun; (5) the amount by which the estimated cost of this contract may be reduced to recover excess funds and, in the case of an underrun in hours specified as the total level of effort; and (6) a calculation of the appropriate fee reduction in accordance with this clause. All submissions shall include subcontractor information.

(j) Deleted per Amendment 0001

(k) Notwithstanding any of the provisions in the above paragraphs, the Contractor may furnish man hours up to five percent in excess of the total man hours specified in paragraph (a) above, provided that the additional effort is furnished within the term hereof, and provided further that no increase in the estimated cost or fee is required.

(End of Clause)

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5252.232-9001 SUBMISSION OF INVOICES (COST –REIMBURSEMENT, TIME-AND-MATERIALS, LABOR-HOUR, OR FIXED PRICE INCENTIVE (JUL 1992)

The Alternate II version of the clause entitled, "Submission of Invoices (Cost-Reimbursement, Time-and-Materials, labor Hours or FPI) (July 1992)" is hereby invoked as set forth under P00001 of the subject contract. Accordingly, paragraph (b) of the clause is completed to reflect the following invoicing instructions for this Task Order:

The Contractor shall submit invoices and any necessary supporting documentation, in an original and 2 copies, to the contract auditor at the following address:

Defense Contract Audit Agency
Southern New Jersey Branch Office
Woodcrest Pavillion
10 Melrose Avenue, Suite 200
Cherry Hill, NJ 08003

unless task orders are applicable, in which case invoices will be segregated by individual order and submitted to the address specified in the order.

In addition, an information copy shall be submitted to the following address(es):

Task Order Manager	Accounting Office
NSWC, Carderock Division	NSWC, Carderock Division
Code 30: Kimberly Dempsey	Code 3131
9500 MacArthur Boulevard	9500 MacArthur Boulevard
West Bethesda, MD 20817-5700	West Bethesda, MD 20817-5700

Following verification, the contract auditor will forward the invoice to the designated payment office for payment in the amount determined to be owing, in accordance with the applicable payment (and fee) clause(s) of this contract.

SEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Task Order Manager specified in Section G of this task order. As used herein, technical instructions are defined to include the following:

(1) Directions to the Contractor which suggest pursuit of certain lines of inquiry, shift work emphasis, fill in details or otherwise serve to accomplish the contractual statement of work.

(2) Guidelines to the Contractor which assist in the interpretation of drawings, specifications or technical portions of work description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract amount (including fee), as applicable, the level of effort, or the time required for contract performance; or (4) change any of the terms, conditions or specifications of the contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract or is inconsistent with this requirement, the Contractor shall notify the Contracting Officer in writing within ten (10) working days after the receipt of any such instruction. The Contractor shall not proceed with the work affected by the technical instruction unless and until the Contractor is notified by the Contracting Officer that the technical instruction is within the scope of this contract.

(d) Nothing in the foregoing paragraph shall be construed to excuse the Contractor from performing that portion of the contractual work statement which is not affected by the disputed technical instruction.

SECTION H SPECIAL CONTRACT REQUIREMENTS

CAR-H07 Prospective Fee Amount Reduction Incentive Plan (APR 2004) (NSWCCD)

(a) Introduction: The contractor's performance under this task order will be evaluated by the Government as

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described in this contract clause. The first evaluation will cover the period ending twelve months after date of contract award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under the task order. For each twelve-month period, the Government will evaluate the contractor's performance under the task order. The evaluation will encompass all work performed by the contractor at any time during the twelve-month period but will not include cumulative information from prior reports. However, at the discretion of the Contracting Officer, the evaluation may be waived where the work performed by the contractor during the twelve-month period is less than 90 days. Based on the evaluation results for the task order, the Contracting Officer will assign an overall performance rating to the individual task order in accordance with paragraph (b) of this clause. If the Contracting Officer assigns an "Unsatisfactory" performance rating to the task order for the period evaluated, the Contracting Officer will take unilateral action to provide for a fee reduction for the task order covering the performance period evaluated.

(b) Performance Ratings: The Government will evaluate the contractor's performance of the Statement of Work for each task order, and the Contracting Officer will assign one of the following ratings:

- (1) Excellent
- (2) Very Good
- (3) Satisfactory
- (4) Unsatisfactory

The standards associated with these ratings are given in the following Table 1.

Table 1: Overall Performance Ratings for Individual Task Orders

Overall Performance Rating	Standard
Excellent	"Excellent" ratings for all performance evaluation criteria.
Very Good	A combination of "Excellent" and "Satisfactory" ratings determined by the Contracting Officer to exceed Satisfactory" overall.
Satisfactory	A minimum of "Satisfactory" ratings for all performance evaluation criteria.
Unsatisfactory	A rating of "Unsatisfactory" for one or more performance evaluation criteria.

(c) Incentive Objectives. The purpose of including a prospective fee amount reduction incentive in this contract is to ensure that the Government receives at least "Satisfactory" overall performance under the task order.

(d) Performance Evaluation Criteria. The contractor's performance under the task order will be evaluated using the criteria and standards provided for each objective, and identified in Table 2.

(e) Organization. The performance evaluation organization consists of the Contracting Officer, who will serve as the Incentive Determining Official, and the Contracting Officer's Representative (COR) (the COR is replaced by a Task Order Manager (ToM) for SeaPort-e task orders). In some instances, a Technical Point of Contact (TPOC) will be assigned to the contract or task order in lieu of a COR/ToM.

(1) Contracting Officer: The Contracting Officer is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making incentive determinations.

(2) COR: The COR maintains the written records of the contractor's performance so that a fair and accurate evaluation is obtained. The COR coordinates and compiles the evaluation reports. In the case of a SeaPort-e task order, in lieu of a COR, a Task Order Manager (ToM) will maintain the records and coordinate/compile the evaluation reports.

(3) Technical Points of Contact (TPOCs). When assigned, the TPOC will provide ongoing performance monitoring, evaluate task performance based on the task order SOWs and assist in the preparation of the evaluation report.

(f) Evaluation Schedule. Each performance evaluation period will be 12 months in length. The Government will evaluate all work performed by the contractor at any time during the twelve-month period unless waived

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by the Contracting Officer in accordance with paragraph (a) of this clause. Following each evaluation period, the Contracting Officer (or Contract Negotiator if so designated by the Contracting Officer and the COR/TPOC/ToM, as appropriate, will hold a meeting with the contractor's Senior Technical Representative to review performance under the task order, including overall trends, specific problem areas, if any, and their resolution. Other Government and contractor personnel may also participate as deemed appropriate.

(g) Contractor's Review of the Evaluation Report and Self-Evaluation. The Contracting Officer will provide the evaluation report to the contractor as soon as practicable after completion of the evaluation. Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the contract or task order covering the evaluation period and may include whatever information the contractor deems relevant to support that rating. The report shall not exceed two (2) pages in length.

(h) Incentive Determination. The Contracting Officer will make an incentive determination for the task order at the end of each evaluation period. The determination will be based upon the COR's/TPOC's/ToM's recommendations, the contractor's comments including any Self-Evaluation Report, and any other information deemed relevant by the Contracting Officer. The Contracting Officer shall resolve disagreements between the COR's/TPOC's/ToM's recommendations and the contractor's comments/report regarding the evaluation. The Contracting Officer's incentive determination is unilateral and final. The Contracting Officer will document the determination and provide a copy to the contractor.

(i) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by this contract or task order such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE) report in the case of a SeaPort-e task order.

TABLE 2: TASK PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Task Performance	Work product fails to meet Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, (see Attachment (1) to this Table 2).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, (see Attachment (1) to this Table 2).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, (see Attachment (1) to this Table 2).
Staffing	Contractor provides marginally qualified or unqualified personnel. Lapses in coverage occur regularly.	Contractor provides qualified personnel. Lapses in coverage may occasionally occur and are managed per individual task order policy.	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage. Actual lapses in coverage occur very rarely, if ever, and are managed per individual task order policy. Contractor ensures staff training remains current.
Timeliness	Contractor frequently misses deadlines, schedules, or is slow to respond to government requests or is non-responsive to government requests.	Contractor routinely meets deadlines, schedules, and responds quickly to government requests.	Contractor always meets deadlines, schedules, and responds immediately to government requests.
Customer Satisfaction	Fails to meet customer	Meets customer	Exceeds customer

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	expectations	expectations.	expectations.
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SECTION I CONTRACT CLAUSES

Section I clauses shall be in accordance with Section I of the base IDIQ contract.

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SECTION J LIST OF ATTACHMENTS

None

