

DELIVERY ORDER

FINAL

1. CONTRACT NO. N00178-05-D-4309	2. DELIVERY ORDER NO. EHP1	3. EFFECTIVE DATE 08/24/2006	4. PURCHASE REQUEST NO. N65540-06-NR-55641
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5. ISSUED BY NSWC, CARDEROCK DIVISION, PHILADELPHIA Karen B Gutmaker 3352 NAVSSSES Philadelphia, PA 19112-1403 karen.gutmaker@navy.mil 215-897-1562 Ext.	CODE N65540	6. ADMINISTERED BY DCMA PHILADELPHIA 700 ROBBINS AVENUE, BLDG. 4-A, P.O. BOX 11427 PHILADELPHIA, PA 19111-0427	CODE S3915A
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7. CONTRACTOR EHS Technologies Corporation 1000 Lenola Rd, Building One Suite 105 Maple Shade, NJ 08052-1630	CODE 1GUU1	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	CODE HQ0337
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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.
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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.

EHS Technologies Corporation

William Eckerle, President

NAME OF CONTRACTOR

SIGNATURE

TYPED NAME AND TITLE

DATE SIGNED

14. ACCOUNTING AND APPROPRIATION DATA See Section G
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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: Regina Shuster	08/24/2006 CONTRACTING/ORDERING OFFICER	22. TOTAL \$33,350.00
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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		

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

2000	Systems Analyst Support Services with Program Manager support in accordance with the Statement of Work (PART TIME) (OTHER)	1.0 Lot	\$33,350	\$33,350
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For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
2001	Systems Analyst Support Services with Program Manager support in accordance with the Statement of Work			\$88,336
2001AA	OPTION 1 SAME AS 2001 (PART TIME) (TBD) Option	1.0 Lot	\$34,618	\$34,618
2001AB	OPTION 2 SAME AS 2001 (FULL TIME) (TBD) Option	1.0 Lot	\$53,718	\$53,718

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
2002	Systems Analyst Support Services with Program Manager support in accordance with the Statement of Work			\$88,336
2002AA	OPTION 3 SAME AS 2002 (PART TIME) (TBD) Option	1.0 Lot	\$34,618	\$34,618
2002AB	OPTION 4 SAME AS 2002 (FULL TIME) (TBD) Option	1.0 Lot	\$53,718	\$53,718

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
2003	Systems Analyst Support Services with Program Manager support in accordance with the Statement of Work			\$91,629
2003AA	OPTION 5 SAME AS 2003 (PART TIME) (TBD) Option	1.0 Lot	\$35,930	\$35,930
2003AB	OPTION 6 SAME AS 2003 (FULL TIME) (TBD) Option	1.0 Lot	\$55,699	\$55,699

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
2004	Systems Analyst Support Services with Program Manager support in accordance with the Statement of Work			\$91,629
2004AA	OPTION 7 SAME AS 2004 (PART TIME) Period of Performance from 1 Sep 08 through 4 April 09 (TBD) Option	1.0 Lot	\$35,930	\$35,930
2004AB	OPTION 8 SAME AS 2004 (FULL TIME) Period of Performance is 1 Sep 08 through 4 Apr 09 (TBD) Option	1.0 Lot	\$55,699	\$55,699

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
2005	Systems Analyst Support Services with Program Manager support in accordance with the Statement of Work			\$95,037
2005AA	OPTION 9 SAME AS 2005 (PART TIME) Period of Performance is 1 Mar 09 through 31 Aug 09 (TBD) Option	1.0 Lot	\$37,288	\$37,288
2005AB	OPTION 10 SAME AS 2005 (FULL TIME) Period of Performance is 1 Mar 09 through 31 Aug 09 (TBD) Option	1.0 Lot	\$57,749	\$57,749

NOTE: This Task Order is to obtain one Systems Analyst, initially on a part-time basis with the possibility of full-time employment in subsequent option periods. The duration of this Task Order (if all options are exercised) will be 36 months.

SUMMARY OF REQUIREMENT:

CLIN/SLIN	Labor Category		Period of	
			Performance	
2000	Systems Analyst (Part Time)		9/1/2006	2/28/2007
2001	Systems Analyst			
2001AA	Systems Analyst (Part Time)	OPTION	3/1/2007	8/31/2007
2001AB	Systems Analyst (Full Time)	OPTION	3/1/2007	8/31/2007
2002	Systems Analyst			
2002AA	Systems Analyst (Part Time)	OPTION	9/1/2007	2/28/2008
2002AB	Systems Analyst (Full Time)	OPTION	9/1/2007	2/28/2008
2003	Systems Analyst			
2003AA	Systems Analyst (Part Time)	OPTION	3/1/2008	8/31/2008
2003AB	Systems Analyst (Full Time)	OPTION	3/1/2008	8/31/2008
2004	Systems Analyst			
2004AA	Systems Analyst (Part Time)	OPTION	9/1/2008	2/28/2009
2004AB	Systems Analyst (Full Time)	OPTION	9/1/2008	2/28/2009
2005	Systems Analyst			
2005AA	Systems Analyst (Part Time)	OPTION	3/1/2009	8/31/2009
2005AB	Systems Analyst (Full Time)	OPTION	3/1/2009	8/31/2009

NOTE: It is the responsibility of the contractor to provide adequate supervision of and administrative support to the Systems Analyst assigned to perform duties under the proposed Task Order. Offerors should make clear in their proposals how they intend to provide for appropriate supervision of assigned personnel.

NOTE: See Section C - Statement of Work for Labor Hour requirements.

NOTE: The contractor is entitled to receive payment equal to 1/6 of the total Firm Fixed Price of each exercised CLIN/SLIN after the completion of each month of service.

TYPE OF CONTRACT: This will be a firm-fixed price performance based task order.

NOTE: Exercise of option CLINs in award term periods are contingent upon the award term option period of the basic contract being exercised.

The Service Contract Act is not applicable to this task order.

SECTION C DESCRIPTIONS AND SPECIFICATIONS

SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

This is a performance based Statement of Work. The effort performed hereunder will be evaluated in accordance with the performance standards/acceptable quality levels described in provision CAR H09 in Section H and CAR H10 Performance Based Evaluation Criteria and Standards Table which is a Section J attachment.

1.0 DESCRIPTION

Provide systems analyst support services for Naval Surface Warfare Center Carderock Division (NSWCCD), NAVSSES Commanding Officer (See Paragraph 2.1), who is located at 5001 South Broad Street, Philadelphia, PA 19112-1403.

2.0 SCOPE OF WORK

2.1 The contractor shall provide one (1) systems analyst to support the NSWCCD- NAVSSES Commanding Officer's Office Code 02 and other staff personnel. This position requires an extensive working knowledge of Naval Surface Warfare Center operations, knowledge of military requirements, Navy Correspondence Manual and Navy regulations, experience in information technology systems, strong analytical and communications skills, a comprehensive understanding of computer technology and experience in working with a highly technical staff. Primary duties to be performed on a continuous basis include:

2.1.1 Interface with high-ranking technical and non-technical persons and higher echelon organizations in the Department of the Navy and with numerous other external organizations with which the Division is involved. Determine which NSWCCD technical codes and Points of Contact (POC's) are appropriate to handle various technical and non-technical problems and issues. Provide required support for ceremonial activities as required;

2.1.2 Manage and control the Commanding Officer's on-line calendar, including arranging meetings, preparation of related materials and coordination of attendance;

2.1.3 Attend technical and non-technical meetings and conferences as directed to keep notes of commitments made by the Commanding Officer, inform cognizant subordinates of action items as necessary and see that commitments are met;

2.1.4 Receive, screen and redirect calls and visitors to the Commanding Officer's office; answer questions and resolve issues involving information technology and other established policies, and redirect inquiries to subordinate staff as appropriate;

2.1.5 Receive and review all incoming technical and administrative correspondence, reply to that not requiring the Commanding Officer's attention, route matters requiring action by others and follow-up to ensure actions are completed;

2.1.6 Review all technical and administrative correspondence prepared for the Commanding Officer's signature for clarity, completeness, conformance with Commanding Officer's preferences and grammatical/procedural correctness; return inadequate items for correction;

2.1.7 During periods of the Commanding Officer's absence, maintain a file of correspondence and events of which the Commanding Officer should be aware, and brief the Commanding Officer upon return;

2.1.8 Review established office management processes, procedures and technology, recognize need for revisions or improvements, prepare recommendations and present to the Commanding Officer for approval;

2.1.9 Apply administrative and technological concepts, principles and practices sufficient to serve at the executive management level, using highly developed oral and written communications skills;

2.1.10 Operate office automation systems and use applicable office automation software; including ability to produce Word documents, and to modify PowerPoint presentations and Excel spreadsheets. Detailed knowledge of Defense Travel System (DTS); and,

2.1.11 In support of paragraphs above, arrange/prepare/process personnel travel orders/requests, process personnel time records, arrange training and process training requests, utilizing NSWCCD travel, training

and timekeeping systems.

3.0 WORK HOURS

Contractor shall provide one (1) Systems Analyst for the Commanding Officer's Office Code 02 as follows (Options are included to increase from a Part Time Position to a Full Time Position):

PART TIME POSITION:

Hours per Week: 26.5

Days per Week: Monday-Friday (excluding Government Holidays)

Hours per Day – Tuesday - Thursday: 3.5

Hours per Day - Monday and Friday: 8.5 (including 30 min. lunch period)

Hours of Operation –Tuesday - Thursday: Contractor shall work their 3.5 hours between 1:30 pm and 5:00 pm.

Hours of Operation - Monday and Friday: Contractor shall work their 8.5 hours between 8:30 am and 5:00 pm.

FULL TIME POSITION:

Hours per Week: 40

Days per Week: Monday-Friday (excluding Government Holidays)

Hours per Day – Monday - Friday: 8.5 (including 30 min. lunch period)

Hours of Operation - Contractor shall work their 8.5 hours each day between 8:30 am and 5:00 pm.

4.0 PERSONNEL QUALIFICATIONS

One (1) Systems Analyst for the Commanding Officer's Office Code 02: This position requires an extensive working knowledge of Naval Surface Warfare Center operations, experience in information technology systems, strong analytical and communications skills, a comprehensive understanding of computer technology and experience in working with a highly technical staff. The employee must be a U.S. Citizen. This position requires an individual with good speaking and listening skills, computer skills, and the ability to learn different database systems and be capable of working independently in a fast paced working environment. The Systems Analyst must possess a "Secret" Security Clearance to fill this position. If the candidate does not possess a "Secret" security clearance, one must be obtained within six months of the Task Order performance start date.

5.0 PERFORMANCE PERIOD

The performance period under the resultant task order shall be from 01 September 2006 through six (6) months. The task order will not exceed a three year period if all options are exercised.

6.0 DELIVERABLES

The contractor shall deliver a monthly status report covering the work areas and must, at a minimum, identify the labor hours and cost expended for the employee and any outstanding issues. The monthly status reports shall be emailed directly to the Task Order Manager identified in the Task Order.

When it is anticipated, or becomes a fact, that the standard staffing levels may not be met due to vacation, sick leave, or other non-scheduled personal absences, the contractor must notify the Task Order Manager (TOM) as far in advance as possible. The Task Order Manager (TOM) will determine whether a below-level standard staffing level may be maintained or a replacement personnel is necessary.

7.0 PERFORMANCE EVALUATION

The contractor will be evaluated in the performance of this order on criteria of Management Performance, Technical Performance, and Schedule Performance as described below. The category weighting factors are 30% for Management Performance, 40% for Technical Performance, and 30% for Schedule Performance. The Contractor will be notified of any changes in the evaluation criteria as well as any adjustments to the weighting of tasks, if any, prior to commencement of each evaluation period. Unsatisfactory performance under a task may result in an increased weighting for that task in subsequent evaluation periods. (See Clause CAR H09)

SECTION D PACKAGING AND MARKING

HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number
- (3) task order number
- (4) sponsor:

Naval Surface Warfare Center, Carderock Division

4700 South Broad Street

Philadelphia, PA 19112-1403

Attn: Pete Casasanto, Code 9633

SECTION E INSPECTION AND ACCEPTANCE

In accordance with Basic Contract

SECTION F DELIVERIES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the following item is as follows:

2000 1 Sep 06 - 28 Feb 07

The periods of performance for the following Options are as follows:

2001AA 1 Mar 07 - 31 Aug 07

2001AB 1 Mar 07 - 31 Aug 07

2002AA 1 Sep 07 - 28 Feb 08

2002AB 1 Sep 07 - 28 Feb 08

2003AA 1 Mar 08 - 31 Aug 08

2003AB 1 Mar 08 - 31 Aug 08

2004AA 1 Sep 08 - 28 Feb 09

2004AB 1 Sep 08 - 28 Feb 09

2005AA 1 Mar 09 - 31 Aug 09

2005AB 1 Mar 09 - 31 Aug 09

SECTION G CONTRACT ADMINISTRATION DATA

Accounting Data

SLINID	PR Number	Amount
2000	62280772	33350.00

LLA :
AA 97X4930.NH1C 000 77777 0 000167 2F 000000 995020000132

Task Order Manager
Peter R Casasanto, 9633
5001 South Broad St.
Philadelphia, PA 19112-1403
peter.casasanto@navy.mil
215-897-7524

CAR-G10 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS (FEB 2006) (NSWCCD)

This clause applies to the extent the clause at DFARS 252.232-7003, "Electronic Submission of Payment Requests" appears elsewhere in this contract. This clause provides supplemental information with respect to the electronic submission of payment requests under DFARS 252.232-7003.

The Defense Finance and Accounting Service (DFAS) has limited electronic processing of contractor payment requests to the Wide Area WorkFlow Receipt and Acceptance (WAWF-RA) form identified in the clause at DFARS 252.232-7003. However, an interface between the Naval Surface Warfare Center, Carderock Division (NSWCCD) financial system and WAWF-RA is not available. As a result, NSWCCD cannot process invoices submitted by the contractor for payment via the WAWF-RA. NSWCCD is currently working with the WAWF-RA program office to develop an interface between the NSWCCD financial system and WAWF-RA.

Unless the contractor and the contracting officer agree to an alternate method, the contractor shall submit payment requests, using other than an electronic form, in accordance with the applicable payment clauses of this contract.

The contractor agrees to comply with the clause at DFARS 252.232-7003 when notified by the contracting officer that the interface between the NSWCCD financial system and WAWF-RA is available and capable of processing invoices submitted electronically by the contractor for payment.

(End of Clause)

SECTION H SPECIAL CONTRACT REQUIREMENTS

NOTIFICATION CONCERNING DETERMINATION OF SMALL BUSINESS SIZE STATUS

For the purposes of FAR clauses 52.219-6, NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE, 52.219-3, NOTICE OF TOTAL HUBZONE SET-ASIDE, 52.219-18, NOTIFICATION OF COMPETITION LIMITED TO ELIGIBLE 8(A) CONCERNS, and 52.219-27 NOTICE OF TOTAL SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS SET-ASIDE, the determination of whether a small business concern is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation, and further, meets the definition of a HUBZone small business concern, a small business concern certified by the SBA for participation in the SBA's 8(a) program, or a service disabled veteran-owned small business concern, as applicable, shall be based on the status of said concern at the time of award of the SeaPort-e MACs and as further determined in accordance with Special Contract Requirement H-19.

H-5 TASK ORDER PROCESS

J. Ombudsman Description. In accordance with FAR 16.505(a)(7), no protest under FAR Subpart 33.1 is authorized in connection with PCO decisions regarding fair opportunity or the issuance of a TO under this contract, except for a protest on the grounds that a TO increases the scope, period, or maximum value of the

contract. The Local Warfare Center Site Deputy for Small Business has been designated as the NAVSEA and related Program Executive Offices Ombudsman for this contract. The NAVSEA Ombudsman will review complaints from the contractors and ensure that all contractors are afforded a fair opportunity to be considered, consistent with the procedures in the contract. Complaints to the NAVSEA Ombudsman must be forwarded to:

Mr. Ted Ptashkin

215-897-7596

theodore.ptashkin@navy.mil

CAR-H09 Performance-Based Acquisition Evaluation Procedures for a SeaPort e Task Order (MAR 2006) (NSWCCD)

(a) Introduction: The contractor’s performance on this task order will be evaluated by the Government, in accordance with this task order clause. The first evaluation will cover the period ending twelve months after the date of task order award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under the task order. Based on the evaluation results, the PCO will assign an overall performance rating in accordance with paragraph (b) of this clause. The purpose of the evaluation is to determine remedies that may be invoked due to “Unsatisfactory” performance. If the PCO assigns an "Unsatisfactory" performance rating for the period evaluated, the PCO may take unilateral action, in accordance with clause 52.246-5 entitled “Inspection of Services-Cost Reimbursement”, dated Apr 1984, in Section E of the base contract, to provide for a fee reduction covering the performance period evaluated. This clause provides the basis for evaluation of the contractor’s performance and for determining if the fee amount should be reduced due to “Unsatisfactory” performance.

(b) Performance Ratings: The Government will evaluate the contractor’s performance of the Statement of Work under the task order for each twelve month period of performance, using the measurable performance standards set forth in the Performance Requirements Summary Table in the SOW, or elsewhere in the task order, and the PCO 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 The Evaluation Period

Overall Performance Rating	Standard
Excellent	“Excellent” ratings for all performance evaluation criteria.
Very Good	A combination of “Excellent” and “Satisfactory” ratings determined by the PCO 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) Evaluation Objective: The purpose of the evaluation and the inclusion of a remedy to the Government for unsatisfactory contractor performance under this task order is to ensure that the Government receives at least “Satisfactory” overall performance.

(d) Performance Evaluation Criteria: The contractor’s performance will be evaluated on an annual basis using the criteria and standards provided for each task objective in the Performance Requirements Summary Table, and considering the criterion in Tables 2 through 4 of this task order clause.

(e) Organization: The performance evaluation organization consists of the Procuring Contracting Officer (PCO), who will serve as the Evaluation Official, and the Task Order Manager (ToM).

(1) ToM: The ToM will provide ongoing performance monitoring, evaluate task performance based on the task order Performance Requirements Summary, prepare the evaluation report, including a recommended overall performance rating, and submit the report to the PCO for final decision within thirty days after the end of the evaluation period. The ToM will maintain the written records of the contractor’s performance so that a fair and accurate evaluation is made.

(2) Procuring Contracting Officer (PCO): The PCO is responsible for properly administering the performance evaluation process, maintaining the official performance evaluation file, and making the decision about the overall performance rating and whether to reduce the fee if performance is rated as unsatisfactory.

(f) Evaluation Schedule: Each performance evaluation will cover the previous twelve months of performance. The Government will evaluate all work under the task order performed by the contractor during the twelve-month period. Following each evaluation period, the PCO (or Contract Specialist if so designated by the PCO) and the ToM will hold a meeting with the contractor’s Senior Technical Representative to review performance under the task order during the previous twelve months, 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 Self-Evaluation: The contractor may also submit a Self-Evaluation Report for consideration. The report must include an overall performance rating for the 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) Performance Evaluation: The PCO will make the decision on the overall performance rating for the work performed under the task order within thirty days after receipt of the evaluation report from the ToM. The decision will be based upon the ToM’s recommendations, the contractor’s comments, including any Self-Evaluation Report, and any other information deemed relevant by the PCO. The PCO shall resolve disagreements between the ToM’s recommendations and the contractor’s comments/report regarding the evaluation. The PCO will provide a copy of the evaluation report, including the overall rating, to the contractor within five working days after completion of the evaluation.

(i) Contractor’s Review of the Evaluation Report: Contractors shall be given a minimum of 15 calendar days to submit comments, rebut statements, or provide additional information. The PCO shall consider the contractor’s submission and respond as appropriate. Although the PCO will consider the contractor’s comments, rebuttals, or additional information, the PCO may, or may not, change the overall rating. The decision to change the rating based on contractor input at this stage is solely at the discretion of the PCO.

(j) This performance evaluation does not replace any other requirement for evaluating contractor performance that may be required by the base contract, such as a Contractor Performance Assessment Reporting System (CPARS) report, or a Task Order Performance Evaluation (TOPE).

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 SOW or elsewhere in the Task Order).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table(see SOW or elsewhere in the Task Order).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table (see SOW or elsewhere in the Task Order).
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	Contractor provides highly qualified personnel. Contractor reassigns personnel to ensure proper coverage.

		individual task order policy.	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 expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 3: CONTRACT MANAGEMENT PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Problem Resolution	Problems are unresolved, repetitive, or take excessive government effort to resolve.	Problems are resolved quickly with minimal government involvement.	Problems are non-existent or the contractor takes corrective action without government involvement.
Responsiveness	Contractor's management is unresponsive to government requests and concerns.	Contractor's management is responsive to government requests and concerns.	Contractor's management takes proactive approach in dealing with government representatives and anticipates Government concerns.
Communications	Contractor often fails to communicate with government in an effective and timely manner.	Contractor routinely communicates with government in an effective and timely manner.	Contractor takes a proactive approach such that communications are almost always clear, effective, and timely.

TABLE 4: COST EFFICIENCY PERFORMANCE EVALUATION CRITERIA AND STANDARDS

CRITERION	UNSATISFACTORY	SATISFACTORY	EXCELLENT
Cost Management	Contractor routinely fails to complete the effort within the originally agreed to estimated cost, i.e. cost overruns frequently occur.	Contractor routinely completes the effort within the originally agreed to estimated cost. Contractor provides measures for controlling all costs at estimated costs. Funds and resources are generally used in a cost-effective manner. No major resource management problems	Reductions in direct costs to the Government below contract estimated costs are noteworthy. Contractor provides detailed cost analysis and recommendations to Government for resolution of problems identified. Funds and resources are optimally used to provide the

		are apparent.	maximum benefit for the funds and resources available. Documented savings are apparent.
CostReporting	Reports are generally late, inaccurate incomplete or unclear.	Reports are timely, accurate, complete and clearly written. Problems and/or trends are addressed, and an analysis is also submitted.	Reports are clear, accurate, and pro-active. Problems and/or trends are addressed thoroughly, and the contractor's recommendations and/or corrective plans are implemented and effective.

See Attachment CAR-H10 PERFORMANCE REQUIREMENTS SUMMARY TABLE

Option to Extend Services

The Government may require continued performance of any services within the limits and at the rates specified in the Task Order. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days prior to Task Order end date.

(End of Clause)

Option to Extend the Term of the Task Order

(a) The Government may extend the term of this task order under option CLINs/SUBCLINs by written notice to the Contractor prior to expiration of the period of performance; provided, that the Government gives the Contractor a preliminary written notice of its intent to exercise the option(s) at least five days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) The total duration of this task order, including the exercise of any options under this clause, shall not exceed 42 months.

H-4 POST AWARD CONFERENCE

A Post Award Conference/Meeting will be convened prior to Task Order start date.

(The task order post award conferences will establish work level points of contact for the task order, determine the task order administration strategy, roles and responsibilities and ensure prompt payment and task order close out.)

(End of Clause)

SECTION I CONTRACT CLAUSES

252.204-7000 DISCLOSURE OF INFORMATION (DEC 1991)

(a) The Contractor shall not release to anyone outside the Contractor's organization any unclassified information, regardless of medium (e.g., film, tape, document), pertaining to any part of this contract or any program related to this contract, unless—

- (1) The Contracting Officer has given prior written approval; or
- (2) The information is otherwise in the public domain before the date of release.

(b) Requests for approval shall identify the specific information to be released, the medium to be used, and the purpose for the release. The Contractor shall submit its request to the Contracting Officer at least 45 days before the proposed date for release.

(c) The Contractor agrees to include a similar requirement in each subcontract under this contract. Subcontractors shall submit requests for authorization to release through the prime contractor to the Contracting Officer.

CAR-I18 TECHNICAL INSTRUCTIONS (DEC 2001)

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

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

(2) Guidelines to the Contractor that 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 task order. Technical instructions may not be used to :

- (1) assign additional work under the task order;
- (2) direct a change as defined in the "Changes" clause of the base contract;
- (3) increase or decrease the contract price or estimated amount (including fee), as applicable, the level of effort, or the time required for task order performance; or
- (4) change any of the terms, conditions or specifications of the task order.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the task order

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 Contracting Officer notifies the Contractor that the technical instruction is within the scope of this task order.

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

(End of Clause)

52.224-1 Privacy Act Notification (Apr 1984)

The Contractor will be required to design, develop, or operate a system of records on individuals, to accomplish an agency function subject to the Privacy Act of 1974, Public Law 93-579, December 31, 1974 (5 U.S.C. 552a) and applicable agency regulations. Violation of the Act may involve the imposition of criminal penalties.

(End of clause)

52.224-2 Privacy Act (Apr 1984)

(a) The Contractor agrees to—

(1) Comply with the Privacy Act of 1974 (the Act) and the agency rules and regulations issued under the Act in the design, development, or operation of any system of records on individuals to accomplish an agency function when the contract specifically identifies—

(i) The systems of records; and

(ii) The design, development, or operation work that the contractor is to perform;

(2) Include the Privacy Act notification contained in this contract in every solicitation and resulting subcontract and in every subcontract awarded without a solicitation, when the work statement in the proposed subcontract requires the redesign, development, or operation of a system of records on individuals that is subject to the Act; and

(3) Include this clause, including this paragraph (3), in all subcontracts awarded under this contract which requires the design, development, or operation of such a system of records.

(b) In the event of violations of the Act, a civil action may be brought against the agency involved when the violation concerns the design, development, or operation of a system of records on individuals to accomplish an agency function, and criminal penalties may be imposed upon the officers or employees of the agency when the violation concerns the operation of a system of records on individuals to accomplish an agency function. For purposes of the Act, when the contract is for the operation of a system of records on individuals to accomplish an agency function, the Contractor is considered to be an employee of the agency.

(c)(1) “Operation of a system of records,” as used in this clause, means performance of any of the activities associated with maintaining the system of records, including the collection, use, and dissemination of records.

(2) “Record,” as used in this clause, means any item, collection, or grouping of information about an individual that is maintained by an agency, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and that contains the person’s name, or the identifying number, symbol, or other identifying particular assigned to the individual, such as a fingerprint or voiceprint or a photograph.

(3) “System of records on individuals,” as used in this clause, means a group of any records under the control of any agency from which information is retrieved by the name of the individual or by some identifying number, symbol, or other identifying particular assigned to the individual.

(End of clause)

SECTION J LIST OF ATTACHMENTS

CAR-H10 Performance Requirements Summary Table