

**DELIVERY ORDER**

**FINAL**

1. CONTRACT NO. N00178-04-D-4054	2. DELIVERY ORDER NO. 0002	3. EFFECTIVE DATE 05/23/2005	4. PURCHASE REQUEST NO. N65540-05-NR-00172
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5. ISSUED BY NSWC, CARDEROCK DIVISION, PHILADELPHIA Elizabeth J Youse 3351 NAVSESS Philadelphia, PA 19112-5083 youseej@nswccd.navy.mil 215-897-7768 Ext.	CODE N65540	6. ADMINISTERED BY DCMA SOUTHERN VIRGINIA 190 BERNARD ROAD, BLDG 117 FORT MONROE, VA 23651	CODE S5111A
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7. CONTRACTOR George G. Sharp, Inc. 5041 Corporate Woods Drive, Suite 100 Virginia Beach, VA 23462 TIN: 13-5628360	CODE 5R934	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, South Entitlement Operations P.O. Box 182264 Columbus, OH 43213	CODE HQ0338
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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.

George G. Sharp, Inc.

James R. Riess,  
Executive VP

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	05/23/2005 CONTRACTING/ORDERING OFFICER	22. TOTAL \$104,439
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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		

CONTRACT NO. N00178-04-D-4054	DELIVERY ORDER NO. 0002	PAGE 2 of 12
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## GENERAL INFORMATION

This is one of two Task Order awards that resulted from Solicitation N00024-05-R-3147.

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

0001 Installation of Mod I Plastic Waste Processing Equipment on Naval Vessels \$72,314

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
0001AA Labor (OPN)		1.0 Lot	\$67,583	\$4,731	\$72,314

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
0003 Installation of Mod I Plastic Waste Processing Equipment on Naval Vessels			\$32,125
0003AA ODCs (OPN)		1.0 Lot	\$32,125

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### Statement of Work

Installation of Production Unit Mod I Plastic Waste Processor Compressed Melt Units (CMUs), Auxiliary Units and Plastic Waste Shredder Components

1. Scope: Naval Surface Warfare Center, Carderock Division (NSWCCD-SSES) requires a contractor to provide support for the installation of Production Unit Mod I Plastic Waste Processor Melt Units (CMUs), Auxiliary Units and Plastic Waste Shredder Components aboard Naval vessels. Contractor support will include providing personnel to accomplish rigging aboard and performance of MACHALT 593-43003 (ECP 600) installations (sometimes referred to herein as MACHALT 600). Installations to take place pier-side, outside of CNO availability's, onboard 7 ships throughout FY-05 Q3 & Q4 and FY-06 Q1. Installations may move into FY06 Q2 depending upon availability of ships and installation schedules.

2. References: Work performed under this Task Order shall conform to the requirements set forth in the following references.

(a) Alterations Accomplished By Alteration Installation Teams, NAVSEA Technical Specifications, 9090-310D. (February 2004)

(b) Fleet Modernization Program (FMP) Management and Operations Manual, NAVSEA SL720-AA-MAN-010/FMP

(c) General Specifications for Overhaul of Surface Ships (GSO) S9AA0-AB-GOS-010.

(d) Process and Policy for Shipboard Industrial Work, NAVSSES Instruction 4720.2D. (28 July 2004)

(e) Technical Information Bulletin MACHALT 593-43003 (ECP 600)

(f) PWP Mod I, Interface Drawing #593-7556801

(g) PWP Mod I, Electrical Schematic #593-75560802

(h) PWP Mod I, System Assembly #593-7556810

(i) PWP Mod I, Plastics Shredder Conversion Instructions #593-7556874

(j) PWP Mod I, Plastics Shredder Top Level Assembly #593-7556873

(k) PWP Mod I, Plastics Shredder Electrical Schematic #593-7556809

3. Requirements: The contractor shall be responsible for installation of the following MACHALTS under Government oversight provided by the Local Regional Maintenance Center (RMC) personnel.

#### Task 1 TWO (2) UNIT INSTALLATIONS (DDG, CG & FFG CLASS)

(a) The contractor shall install Two (2) Compressed Melt Units with Electrical Enclosures. One (1) Auxiliary Unit and the Cutting/shredding section of the Plastic Waste Shredder including a new higher (7 ½) horsepower electrical motor and miscellaneous supporting components, in accordance with the schedule to be provided by NSWCCD-SSES C/9154. Dates for installations will be during Q3 & Q4 of FY05 and Q1 of FY06.

(b) Prior to installation of new components contractor shall disconnect and remove from the space, Two (2), old style Compressed Melt Units with Electrical Enclosures, One (1) Closed Loop Cooling Unit, and the cutting section of the Plastic Waste Shredder.

(c) Removed equipment shall be rigged off the ship and delivered to the NSWCCD-SSES Code 915 staging facility located at 1120 Bay Blvd, Chula Vista, CA or 5816 Ward Court, Virginia Beach, VA, as determined by the location of the ship.

#### Task 2 TWO (2) UNIT INSTALLATIONS (LPD-4 & 12 CLASS, LSD-41 & 49 CLASS)

(a) The contractor shall install Two (2) Compressed Melt Units with Electrical Enclosures. One (1) Auxiliary Unit and the Cutting/shredding section of the Plastic Waste Shredder including a new higher (7 ½) horsepower electrical motor and miscellaneous supporting components, in accordance with the schedule to be provided by NSWCCD-SSES C/9154. Dates for installations will be during Q3 & Q4 of FY05.

(b) Prior to installation of new components the contractor shall disconnect and remove from the space, Three (3) old style Compressed Melt Units with Electrical Enclosures, Two (2) Closed Loop Cooling Units with Electrical Enclosures, and the motor and cutting section of the Plastic Waste Shredder.

(c) Removed equipment shall be rigged off the ship and delivered to the NSWCCD-SSES Code 915 staging facility located at 1120 Bay Blvd, Chula Vista, CA or 5816 Ward Court, Virginia Beach, VA, as determined by location of the ship.

Task 3 FOUR (4) UNIT INSTALLATIONS (LHA & LHD CLASS) (1 Installation)

(a) The contractor shall install Four (4) Mod I Compressed Melt Units with Electrical Enclosures. Two (2) Auxiliary Units and the Cutting Section of the Plastic Waste Shredder including a new higher (7 ½) horsepower electrical motor along with miscellaneous supporting components. Dates for installations will be during Q3 & Q4 of FY05.

(b) Prior to installation of new components the contractor shall disconnect and remove from the two spaces, Six (6) old style Compressed Melt Units with Electrical Enclosures. Three (3) Closed Loop Cooling Units with electrical enclosures and the motor and cutting section of the Plastic Waste Shredder.

(c) Removed equipment shall be rigged off the ship and delivered to the NSWCCD-SSES Code 915 staging facility located at 1120 Bay Blvd, Chula Vista, CA or 5816 Ward Court, Virginia Beach, VA, as determined by location of the ship.

4. Government Furnished Material: The Government shall provide the following materials for the installations.

(a) Mod I Compressed Melt Units w/electrical enclosures, Auxiliary Unit and Shredder components for all ships.

(b) NSWCCD-SSES will provide technical documentation, background information and on-site technical assistance, as required, to support this task.

(c) NSWCCD-SSES will provide installation schedule.

5. Classified Material:

(a) All work to be performed under this delivery order shall not exceed the level of UNCLASSIFIED.

(b) All information and publications described herein are For Official Use Only. Information should be conveyed on a need to know basis only.

6. Deliverables: The contractor will be required to provide the following items to the TOM and to the other persons, if any, indicated below.

(a) Contractor shall provide a monthly status report summarizing the accomplishments of the reporting period, technical problems encountered and solutions provided, as well as any significant tasks expected to be addressed in the next reporting period. Each status report shall cover one month's performance under the task order and shall be due not later than 15 days after the end of the month that is the subject of the report.

(b) Contractor shall provide a monthly financial report detailing labor hours expended during the reporting period (categorized by labor category), total labor hours expended to date under the task order, cost incurred during the reporting period (categorized by SLIN and also separately stating fees imposed from reimbursable costs incurred) and total costs incurred to date for the task order. Each financial report shall cover a month of performance under the task order and shall be due not later than 15 days after the end of the month that is the subject of the report.

(c) The contractor shall provide evidence of current certification of employees accomplishing the installations who are required to have certification.

(d) Contract shall submit a completion report within five (5) working days after completion of each ship to include any discrepancies, lessons learned, dates and names of persons contacted and any other pertinent data.

(e) The contractor shall provide the completed Industrial/Alteration pre-start checklist (Encl. (1) of reference 2(d) above) within three days of start of work.

7. Contract Quality Assurance Requirements:

(a) The contractor shall provide a QA Workbook meeting the requirements of NAVSSES 4720.2D. Prior to start of installation the QA workbook must be submitted to NAVSSES Code 623 via Code 915 for approval. Upon completion of each installation the contractor shall provide a copy of the QA workbook with signed and completed Process Control Procedures (PCP), as required by NAVSEA Standard Item 009-09, to the program manager via the TOM.

(b) Contractor shall provide either (i) evidence of NAVSEA approval of its Quality Assurance (QA) System for performance of AIT projects; or (ii) evidence that it has been qualified by NAVSEA as a Master Ship Repair Agreement (MSRA) contractor or has been determined by NAVSEA to be qualified for an Agreement for Boat Repair (ABR).

8. Place of Performance: MACHALT installations will take place in Norfolk, VA and San Diego, CA as required by ship availability. Ship schedules, locations and names will be made available to the contractor as availabilities are determined.

9. Overtime:

Overtime will be required and is authorized to minimize downtime and allow completion supporting the ships operational schedules. The Government estimate for this work assumes standard work hours will include 10 hours per day, 5 days per week with 8 hours of work on Saturday as necessary.

10. Period of Performance:

This task will remain in effect for one year from date of award.

## 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
- Attn: Richard Stahl, Code 9154

## SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance shall be performed at Destination by the Government.

## SECTION F DELIVERIES OR PERFORMANCE

### CLIN - DELIVERIES OR PERFORMANCE

The periods of performance for the following firm items are from date of task order award through 12 months thereafter, estimated at:

0001AA 5/20/2005 - 5/19/2006  
0003AA 5/20/2005 - 5/19/2006

## SECTION G CONTRACT ADMINISTRATION DATA

### Accounting Data

SLINID	PR Number	Incremental Amount
0001AA	50483356	72314.00
LLA :		
AA 1751810 81HF 253 SAS5F 0 068342 2D 000000 HF0310000000		
0003AA	50483356	32125.00
LLA :		
AA 1751810 81HF 253 SAS5F 0 068342 2D 000000 HF0310000000		

Task Order Manager  
Richard J Stahl, 9154  
5001 South Broad St.  
Philadelphia, PA 19112-1403  
stahlrj@nswccd.navy.mil  
215-897-1578

Technical Point of Contact  
Paul Schwegler, 635  
5001 South Broad St.  
Philadelphia, PA 19112-1403  
schweglerpf@nswccd.navy.mil  
215-897-8371

## SECTION H SPECIAL CONTRACT REQUIREMENTS

SEE ATTACHMENT 1 for CLAUSE CAR-H07 "Prospective Fee Amount Reduction Incentive Plan" (APR 2004) (NSWCCD)

### 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  
ptashkintr@nswccd.navy.mil

## SECTION I CONTRACT CLAUSES

### 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)

CONTRACT NO.  
N00178-04-D-4054

DELIVERY ORDER NO.  
0002

PAGE  
12 of 12

## SECTION J LIST OF ATTACHMENTS

Attachment 1: Clause CAR-H07 Prospective Fee Amount Reduction Incentive Plan (APR 2004) (NSWCCD)

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 described in this contract clause. The first evaluation will cover the period ending twelve months after date of award with successive evaluations being performed for each twelve-month period thereafter until the contractor completes performance under this Task Order. The evaluation will encompass all work performed by the contractor during the twelve-month period but will not include cumulative information from prior reports. Based on the evaluation results, the Contracting Officer will assign an overall performance rating to this Task Order in accordance with paragraph (b) of this clause. If the Contracting Officer assigns an "Unsatisfactory" performance rating for the period evaluated, the Contracting Officer will take unilateral action to provide for a fee reduction for this Task Order covering the performance period evaluated.

(b) Performance Ratings: The Government will evaluate the contractor’s performance of the Statement of Work for the 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

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 this Task Order.

(d) Performance Evaluation Criteria. The contractor’s performance under this Task Order will be evaluated using the criteria and standards provided for each objective, and identified in Tables 2 through 4 of this clause.

(e) Organization. The performance evaluation organization consists of the Contracting Officer, who will serve as the Incentive Determining Official, and the Task Order Manager (TOM). In some instances, a Technical Point of Contact (TPOC) will be assigned to the contract or task order in lieu of the 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) TOM: The TOM maintains the written records of the contractor's performance so that a fair and accurate evaluation is obtained. The TOM coordinates and compiles 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. Following each evaluation period, the Contracting Officer (or Contract Negotiator if so designated by the Contracting Officer and the 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 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 each task order at the end of each evaluation period. The determination will be based upon the 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 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 2A: 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 Table 2B).	Work product routinely meets Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, (see Table 2B).	Work product frequently exceeds Acceptable Quality Levels (AQLs) defined in Performance Requirements Summary Table, (see Table 2B).
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 expectations	Meets customer expectations.	Exceeds customer expectations.

TABLE 2A: PERFORMANCE REQUIREMENTS SUMMARY TABLE

Task Reference	Performance Objective	Acceptable Quality Level (AQL)	Quality Surveillance Plan
<p>Removal of old style Compressed Melt Units, Closed Loop Cooling Unit(s) and cutting section/motor of Plastic Waste Shredder</p>	<p>Old equipment safely removed, rigged off ship and delivered to NSWCCD staging facility</p>	<p>(1) Material removed and delivered to staging facility within [10] days of start of removal process</p> <p>(2) Contractor Quality Assurance is routinely performed in accordance with NAVSSES approved QA Workbook</p> <p>(3) Any damage to vessel or Navy property caused by removals repaired in a manner reasonably acceptable to ship force with little or no interruption of ship mission caused by contractor</p>	<p>Government Oversight of Process and Review of Ship Force Comments/Complaints</p>

<p>Installation of new Compressed Melt Units, cutting section/motor of Plastic Waste Shredder and Supporting Components</p>	<p>New equipment safely installed and functioning properly</p>	<p>(1) Installation performed substantially in accordance with MACHALT instructions</p> <p>(2) Contractor Quality Assurance routinely performed in accordance with NAVSSES approved QA Workbook</p> <p>(3) Installation performed with little or no interruption of ship mission caused by contractor</p>	<p>Government Oversight of Process and Review of Ship Force Comments/Complaints</p>
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**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 are apparent.	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 maximum benefit for

			the funds and resources available. Documented savings are apparent.
Cost Reporting	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.