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The above numbered solicitation is amended as set					xtended		not extended.
Offers must acknowledge receipt of this amendment prio (a) By completing Items 8 and 15, and returning one (1)				· · · · · · · · · · · · · · · · · · ·		-	
(c) By separate letter or telegram which includes a refere		_	-			-	
AT THE PLACE DESIGNATED FOR THE RECEIPT OF							
virtue of this amendment you desire to change an offer a		•	-	= :	ach tele	egram or I	etter makes
reference to the solicitation and this amendment, and is in 12. ACCOUNTING AND APPROPRIATION DATA (If rec		ur and date sp	ecined	u.			
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13. THIS ITEM AF	PPLIES ONLY TO MODIF	CATIONS	OF C	CONTRACTS/ORDER	S,		
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(*) A. THIS CHANGE ORDER IS ISSUED PUR	RSUANT TO: (Specify authority	/) THE CHANG	GES S	SET FORTH IN ITEM 14 AR	E MADE	IN THE	CONTRACT ORDER
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l J B. THE ABOVE NUMBERED CONTRACT/C appropriation date, etc.)SET FORTH IN ITEM				•	as chan	ges ın pa	ying office,
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FAR 52.232-22 Titled 'Limitation of Fun	ds'						
E. IMPORTANT: Contractor [X] is not, [] is requ				pies to the issuing office			
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section head	dings, including	solici	itation/contract subject matte	er where	feasible.))
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15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME	AND	TITLE OF CONTRACTING	SFFICE	R (Type o	r print)
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		_{BY} /s/Jen	etta l	L Langston			26-Jul-2011
(Signature of person authorized to sign)	┥		Signa	nture of Contracting Officer)			1

NSN 7540-01-152-8070 PREVIOUS EDITION UNUSABLE 30-105

STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to incorporate incremental funding in the amount of \$20,000 and incorporate SLIN's 400108 and 600101. Accordingly, said Task Order is modified as follows:

		FROM	BY	TO
FUNDED LABOR				
FUNDED FEE				
FUNDED ODC	\$	16,112.00	\$ 1,500.00	\$ 17,612
TOTAL FUNDED	\$ 1,	756,913.00	\$ 20,000.00	\$1,776,913.00

The Limitation of Funds Clause is in effect. This Task Order is incrementally funded and FAR Clause 52.232-22 titled "Limitation of Funds" (APR 1984) is applicable and in effect. The amount of funding, \$1,776,913.00 which includes a fixed fee of the maximum amount reimbursable under this Task Order prior to its modification to provide additional funds. The amount of \$1,776,913.00 shall not be exceeded until this Task Order is modified to provide additional funding. This amount shall only be exceeded at the Contractor's own risk and the Government shall not be liable for costs incurred above the funded amount. The Contractor shall notify the Contracting Officer, in writing, whenever it has reason to believe that the costs it expects to incur under this contract in the next 60 days, when added to all costs previously incurred, will exceed 75 percent of the funded amount for this Task Order.

The performance period for this task order from the date of award thru 19 August 2011

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \$1,756,913.00 by \$20,000.00 to \$1,776,913.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
400108	O&MN,N	0.00	18,500.00	18,500.00
600101	RDT&E	0.00	1,500.00	1,500.00

The total value of the order is hereby increased from \$1,925,763.00 by \$0.00 to \$1,925,763.00.

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

necessary to support DJC2 EVM

For Cost Type Items:

Item Supplies/Services Qty Unit Est. Cost Fixed Fee CPFF

1000 Services and 4208.0 LH
Materials

\$349,907.00

and IMS functions IAW the SOW contained in Section C, Exhibit A, the DD Form 1423, and DD Form 254. (RDT&E)

100001 Informational subclin for incremental funding (RDT&E)

100002 Informational subclin for incremental funding (RDT&E)

100003 Informational subclin for incremental funding (RDT&E)

100004 Informational subclin for incremental funding (RDT&E)

100005 Informational subclin for incremental funding (RDT&E)

1001 Services and
Materials
necessary to
support DJC2 EVM
and IMS functions
IAW the SOW
contained in
Section C,
Exhibit A, the DD

Exhibit A, the DD Form 1423, and DD Form 254. (RDT&E)

4208.0 LH

100101 Informational subclin for incremental funding (RDT&E)

\$363,903.00

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\$378,458.00

100102 Informational subclin for incremental

funding (RDT&E)

1002 Services and 4208.0 LH

Materials
necessary to
support DJC2 EVM
and IMS functions
IAW the SOW
contained in
Section C,
Exhibit A, the DD

Exhibit A, the DD Form 1423, and DD

Form 254. (RDT&E)

100201 Informational subclin for incremental funding - PR 83106451

(RDT&E)

100202 Incremental Funding \$175,000 PR# 91042523 ACRN: AG (RDT&E)

100203 Incremental Funding \$23,458 PR# 92030242 (RDT&E)

support tasking

For ODC Items:

Item Supplies/Services Qty Unit Est. Cost -----3000 Other Direct 1.0 LO Costs such as material to support tasking under CLIN1000. (RDT&E) 300001 Informational subclin for incremental funding (RDT&E) 3001 Other Direct 1.0 LO Costs such as material to support tasking under CLIN1001. (RDT&E) 3002 Other Direct 1.0 LO Costs such as material to

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under CLIN1002. (RDT&E)

300201 Incrementally

Fund \$5,000 PR# 92030243 ACRN: AH (RDT&E)

For Cost Type Items:

Item Supplies/Services Qty Unit Est. Cost Fixed Fee

4000 Services and

4208.0 LH Materials

\$393,596.00

necessary to support DJC2 EVM and IMS functions IAW the SOW contained in Section C, Exhibit A, the DD Form 1423, and DD Form 254.

400001 Incrementally Fund \$90,000 PR# 92030244 ACRN: AH (RDT&E)

(RDT&E)

400002 Incrementally Fund \$100,000 PR# 00066601 ACRN: AJ (RDT&E)

400003 Incrementally Fund \$95,000 PR# 01404631 ACRN: AK (RDT&E)

400004 Incrementally Fund \$70,000 PR# 10143553 ACRN: AN (RDT&E)

400005 Incremental Funding in the amount of \$30,000.00. PR# 10691611 (RDT&E)

4001

Materials necessary to support DJC2 EVM and IMS functions IAW the SOW contained in Section C,

Services and

4208.0 LH

Exhibit A, the DD Form 1423, and DD Form 254.

\$409,339.00

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(O&MN,N)

400101 Incremental Funding \$40,000.00 PR 02174485 ACRN:AK

(O&MN,N)

400102 Incremental
Funding
\$35,000.00 PR
02174486
ACRN:AL (O&MN,N)

400103 Incremental Funding \$15,000.00 PR 02326081 ACRN:AM (OTHER)

400104 Incremental
Funding in the
amount of
\$15,000.00
PR# 10476972
(OTHER)

400105 Incremental Funding PR# 10833287 in the amount of \$75,000.00 (OTHER)

400106 Incrementally Funded PR 11126707 \$35,000.00 (O&MN,N)

400107 Incrementally Funded PR 11735537 \$48,533.00 (O&MN,N)

400108 Incrementally Funded PR 11888061 \$18,500.00 (O&MN,N)

For ODC Items:

Item Supplies/Services Qty Unit Est. Cost

6000 Other Direct
Costs such as
material to
support tasking
under CLIN4000.
(RDT&E)

1.0 LO

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600001 Incrementally

Fund \$5,000 PR# 92030249 ACRN: AH (RDT&E)

6001 Other Direct

Costs such as material to support tasking under CLIN4001.

(RDT&E)

600101 Incremental

Funding for PR# 11898156.

\$1,500.00 (RDT&E)

1.0 LO

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

STATEMENT OF WORK

FOR EARNED VALUE MANAGEMENT SYSTEM AND INTEGRATED MASTER SCHEDULE PROGRAM SUPPORT FOR DEPLOYABLE JOINT COMMAND AND CONTROL (DJC2)

NAVAL SURFACE WARFARE CENTER PANAMA CITY REQUISITION N0017862442655

1.0 SCOPE

The Naval Surface Warfare Center, Panama City (NSWC PC) is designated as Technical Direction Agent (TDA), Acquisition Engineering Agent (AEA), and In Service Engineering Agent (ISEA) for the Deployable Joint Command and Control (DJC2) Joint Program Office (JPO). NSWC PC is supporting the JPO in designing, developing, testing and fielding an integrated, rapidly deployable Joint command and control (C2) capability for regional component commanders. This capability is specifically tailored to support the Standing Joint Force Headquarters (SJFHQ) and the Joint Force Commander (JFC) in executing Joint Task Force (JTF) Headquarters operations.

The TDA is that activity which assists in the establishment of program concepts; performs system engineering to develop performance specifications; and performs or directs research, development, tests, and simulations to investigate solutions to problems, assess alternative technical approaches to identify the best programmatic approach, and evaluate design agent achievements. The AEA delegates functions to provide engineering support for the engineering, test and evaluation, maintenance, and logistics requirements incident to development and initial production contracts for new systems or major modification or improvement programs. The ISEA provides program life cycle management support for engineering; Software Support Activity; Hardware Lead; and 24/7 Help Desk (DOSC) for fielded DJC2 systems.

To manage the numerous tasks and funding sources associated with this project, the JPO has directed NSWC PC to establish and maintain an Earned Value Management (EVM) System in accordance with ANSI/EIA-748-A to track progress and expenses. An EVM System was developed under previous contracts and is in place. Specific processes have been defined for DJC2. Contractor support is needed to continue monitoring DJC2 expenses and the Integrated Master Schedule (IMS) on which it is based.

2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this Statement of Work (SOW) to the extent specified herein. In the event of conflict between the document referenced herein and the contents of this SOW, the contents of this SOW shall take precedence. Second tier and lower reference documents (i.e., documents referenced in the primary references) shall be for guidance only. All deliverables to be provided by the contractor shall be in compliance with the format and guidance specified in the NSWC PC correspondence manual and the United States Government Printing Office Style Manual.

2.1 Military Standards

None

2.2 Military Specifications

None

2.3 Other Documents

DoDI 5000.2 Operation of the Defense Acquisition System, 12 May 2003

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ANSI/EIA-748-A Earned Value Management System Standard

MIL-HDBK-881A Work Breakdown Structure

CJCSI 3170.01C Joint Capabilities Integration and Development System, 24 June 2003

CJCSI 6212.01B Interoperability and Supportability of National Security Systems, and Information Technology Systems, 8 May 2000

2.4 Programmatic Documents

Increment I Acquisition Program Baseline

Increment I Deployable Joint Command and Control (DJC2) Concept of Operations (CONOPS), version 1.0

NSWCPC-QMP-DJC2 Quality Management Plan for the Deployable Joint Command & Control (DJC2) Program, 30 June 2006

Operational Requirements Documents

3.0 REQUIREMENTS

The contractor shall support the NSWC PC DJC2 Project Engineers (PEs) in the management and maintenance of an Earned Value Management (EVM) system and Integrated Master Schedule (IMS). An EVMS/IMS program was established under a previous contact; documentation and procedures have been developed and must be continued as established. The Technical Point of Contact (Tech POC) for this effort is Ms Teresa Floore (850) 235-5861, AEA Project Management PE.

3.1 Task #1 - Manage and Maintain EVM System

Each Fiscal Year, the contractor shall update the DJC2 program plan (CDRL A001) by working with the NSWC PC DJC2 PEs, Task Leaders (TLs) and supporting organizations to maintain the master plan consisting of detailed schedules, work packages, work breakdown structures, milestones, and time-phased costs for each work package. The contractor shall manage the Program Plan utilizing Primavera's Project Management software for earned value management, previously known as TeamPlay. The program plan shall include the following specific components:

- Work Breakdown Structure (WBS)
- Work Packages (WPs) Organized by WBS Element
- Task Descriptions
- Work Plan and Task Schedules
- Preliminary Budget Estimates including
- Labor Costs and Personnel Requirements
- Material Estimate Requirements
- Travel Requirements
- Other Support Requirements
- Identification of Technical and Program Lead Personnel

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Once the NSWC PC DJC2 Program Office and JPO have approved the respective annual baselines, established EVM techniques and tracking processes shall be maintained (CDRL A002). The techniques and processes shall be based on the EVM System described in DJC2 Planning, IMS and EVMS process documentation. Historical cost data shall be extracted from the NSWC PC Corporate Database (CDB) reports and other sources and included as necessary in the EVM system with the baseline Program Plan. The analysis of planned and actual data will include the following specific tasks:

3.1.1 Tracking of Actual Cost Data

The contractor shall collect required budget and expense data to support EVM analysis. The contractor shall collect actual labor and non-labor commitments / obligations / expenses from NSWC PC PEs, TLs and other sources for input to the established EVM system. The contractor shall utilize standard CDB printed reports and input their data into the EVM system within 5 working days of receipt of the CDB printed reports.

3.1.2 Technical Cost Analysis

The contractor shall analyze expenditures by comparing actual costs against planned costs by

- Work Package / WBS level
- Funding document
- Cost Account
- Cost Category

and deliver the following results of the comparisons to the PEs (via Tech POC, CDRL A003):

- Planned vs. actual total Program
- Planned vs. actual by funding document
- Planned vs. actual by cost account
- Planned vs. actual by work package
- Planned vs. actual by cost category

and to the TLs (via Tech POC, CDRL A004):

- Planned vs. actual labor (personnel by name, labor hours and costs)
- Planned vs. actual non-labor

in the established DJC2 format. The reports shall include analysis of the following parameters:

- Spend plan
- Funding Burn rates
- Resource tracking
- Identification of potential financial and schedule risk areas, using the following parameters:
- Budgeted Cost of Work Scheduled (BCWS) or Planned Value

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- Budgeted Cost of Work Performed (BCWP) or Earned Value
- Actual Cost of Work Performed (ACWP)
- Trend Analysis/Tracking
- Cost and Schedule performance indices
- Estimates at Complete

The contractor shall deliver a draft of each report to the NSWC PC DJC2 Tech POC within 10 working days of approval of the baseline Program Plan for confirmation of the reports' formats. Once the government establishes the format, the reports shall be delivered concurrent with the Monthly Status Report (see 3.5 below).

3.2 Task #2 - Maintain Integrated Master Schedule (IMS)

The contractor shall support the processes associated with the planning and tracking of tasks in the IMS. This shall include the following:

- 1) maintenance of the schedule using Primavera's Project Management application, formerly known as TeamPlay, consistent with the EVM baseline
- 2) planning of new approved efforts into the IMS
- 3) update of processes to ensure the IMS reflects current information and is consistent with the Earned Value System

3.2.1 Maintenance

The contractor shall maintain the existing integrated master schedule with periodic updates (at least every other week) (CDRL A005), based on DJC2 PE and TL inputs. The contractor shall provide periodic reports to PEs and TLs on their tasks' status. Updated integrated master schedule shall be posted to the DJC2 website (DJC2.org) concurrent with delivery of CDRL A005.

3.2.2 Planning

The contractor shall support the planning and incorporation of new DJC2 efforts to include out-year planning, as well as the incorporation of changes required after periodic re-planning. Contractor will ensure that changes are consistent with the EVM baseline and approved changes, in order to maintain a baseline to support variance reports.

3.2.3 Analysis

The contractor shall support the PEs and TLs with analysis of schedule information to facilitate focus on troubled areas. Periodic support will be required for "what-if" schedule analysis to determine planning options. Reports on schedule analysis shall be provided on a monthly basis, at a minimum (CDRL A006).

3.2.4 Processes

The contractor shall update processes associated with the maintenance and re-planning of the IMS, as required. Processes shall be documented and communicated to appropriate PEs (CDRL A007).

3.3 Task #3 - Tracking of Technical Support Requests (TSR) and Maintaining TSR Process

Technical Support Requests are submitted by the TDA/AEA/ISEA to the JPO when new requirements for funding are identified or revised (CDRL A010 (NOTE: out of sequence number in this document due to late addition of this item)). The contractor shall track all TSRs and maintain the process by which TSRs are created, revised and submitted.

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Applicable documentation includes the TSR Process Flow, the TSR form, and the TSR Routing Sheet. TSRs (new/revised) shall be posted to the DJC2 website concurrent with delivery under CDRL A010.

3.4 Task # 4 - Maintain PBMS Lite for NSWC PC DJC2 Management

NSWC PC Management uses PBMS Lite to monitor project status and planning. The contractor shall maintain DJC2 PBMS Lite entries as requested by PEs. The contractor shall input the approved DJC2 budgets into the PBMS Lite system within 10 working days of approval of each fiscal year's budget. The government will provide access to the PBMS Lite system.

As requested, the contractor shall also update the PBMS Lite entries throughout the fiscal year, at least bi-weekly. Updates will include budget adjustments, percent complete adjustments, updates to work scope, and schedule adjustments.

3.5 Task # 5 - Briefing Materials

The contractor shall prepare briefing material (CDRL A008) that synopsizes report content for program reviews and other program events on an as-needed basis. Program reviews are anticipated quarterly throughout the period of performance while other presentations may occur intermittently throughout a fiscal year. Notice of an upcoming program review or other program event will be provided at least 10 working days prior to the event. The contractor shall have 5 working days to prepare the briefing materials; the government shall provide comments within 2 working days. Comments shall be incorporated and revised materials returned to the government at least 24 hours prior to the event. The contractor shall maintain a historical file of briefing materials for government review as needed.

3.6 Task # 6 - Monthly Status Report (MSR)

The contractor shall monitor cost expenditures, activities undertaken, and progress towards completion of work and report his progress monthly. MSRs shall be delivered by the 15th day of each month starting the first complete month after award (CDRL A009). The MSR shall include the following topics:

- Narrative summary of the work performed and results obtained, including a list by site of significant events that occurred (derived from the Remedy database) concerning the accomplishment of the tasks under this order during the reporting period
- •- Anticipated activities for the following month
- •- An explanation of deviations from the last month's projections
- •- Current or projected problems and issues being worked by the contractor
- •- Current or projected problems and issues requiring government attention
- Trip Reports for travel performed including highlights/summary of technical discussion(s), action items and a list of attendees

3.6.1 Monthly Earned Value Management (EVM) Reporting

The contractor shall provide an annual spending plan (graphical and tabular) for the duration of the contract broken down by month beginning with the submission of the first monthly status report. There shall be a separate spend plan for each task specified in section 3.0 of the SOW or as required by the TOM or designated epresentitive.

NSWC PC is using EVM to track project spending and execution. Tasks in the SOW are linked to EVM work packages. Cost proposals must be broken out by task specified in section 3.0 of the SOW or as required by the TOM or designated representitive. The contractor shall report actual costs in dollars expended each month and the "value of the work completed" in the same monthly period by task. The "value of the work completed" is the amount of work actually accomplished, in dollars, at that point in the schedule of planned work. In other words, if all efforts in a task scheduled for a given month were completed, then the "value of the work completed" would equal the estimate in the

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spend plan. If only half of the work were completed, then the "value of the work completed" would be half the estimate in the spend plan. The contractor shall submit his EVM report in conjunction with the MSR.

The contractor shall also report total labor hours by labor category each month, by task, and by site, as above. Travel expenses shall also be reported each month by task and by site. MSR and EVM reports may be emailed or hand delivered to the Tech POC and the designated representative, as shown in CDRL A009.

3.7 Travel

No travel is anticipated in performance of this effort.

3.8 Quality Management

The DJC2 TDA believes that to execute the DJC2 program successfully, products and services that meet or exceed customer requirements and expectations must be consistently provided. Success can be achieved by implementing a quality management system that is designed around ensuring customer satisfaction and continually improving performance. The Quality Management Plan (QMP) defines the scope of the DJC2 quality management system, establishes the quality policy and objectives, outlines the structure of the quality system, and describes the interaction between processes.

The Quality Policy of the DJC2 program is to ensure system compliance with the DJC2 Operational Requirements Document (ORD) and Capabilities Production Document (CPD) and to continually improve the effectiveness of the Quality Management System to support and enhance the evolutionary acquisition strategy of delivering high quality DJC2 functionality to meet the Regional Component Commanders (RCC's) operational Communications and Control (C2) requirements for their assigned missions.

The Quality Management System (QMS) encompasses elements of the ISO-9001:2000 standard and applies to all products and services. The contractor shall observe QMP provisions throughout the DJC2 service life cycle as evolving system configuration changes may require.

4.0 GOVERNMENT FURNISHED PROPERTY

4.1 Government Furnished Information (GFI)

The TOM or their designated representative will provide all financial and programmatic data, determined by the TOM, to be required for successful execution of this order, such as digital copies of existing EVM tools upon which the contractor shall base the EVM System (see 3.2), within 5 days of contract award. Programmatic documents can be provided for proposal development purposes; request should be made to the NSWC PC contracting office. All GFI shall be returned at the conclusion of the delivery order period of performance (POP), unless earlier return is required.

4.2 Access to Government Facilities

Contractor personnel will require access to Buildings 544 and 371 general spaces, during normal working hours (Mon-Fri 0800-1600 excluding Federal Holidays). Access is controlled by programmable proximity cards, which will be supplied by the government. The contractor shall provide a list of employees who require access to these areas, including standard security clearance information for them, to the Buildings 544 and 371 facility managers within 5 days of award.

4.3 Government Furnished Equipment (GFE)

Contractor personnel will require Controlled Access Cards (CACs) to access PBMS Lite, and must take DJC2 Information Assurance training before being issued a CAC. The government will provide the URL for requesting the CAC. The contractor will be required to provide their own CAC reader/s.

5.0 DELIVERABLES

All data deliverables shall be delivered in accordance with the schedules specified in the attached Contracts Data

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Requirements List (CDRL), DD Form 1423, Exhibit A. All documents may be delivered in contractor format, subject to review and comment by the government, to NSWC PC Code R. Digital copies of all documents shall be submitted in Microsoft Office compatible file format on appropriate IBM PC compatible media.

6.0 PERIOD OF PERFORMANCE

The period of performance for the base year will be from award through 12 months from the effective date of award. The contractor may earn up to an additional four award term extensions consisting of 12 month each.

7.0 SECURITY

The contractor will require access to classified material up to and including SECRET to support these tasks. However, no documents generated under this SOW shall contain classified information. Provisions of the attached DD Form 254 apply.

8.0 DISTRIBUTION LIMITATION STATEMENT

Technical documents generated under this delivery order shall carry the following limitation statement. Word processing files shall have the statements included on the cover page of any resultant hard copy. Each delivered diskette shall be marked externally with the statements. All technical data gathered under this deliver order shall carry the following Distribution Limitation Statement and handling caveat:

DISTRIBUTION AUTHORIZED TO DEPARTMENT OF DEFENSE AND US DOD CONTRACTORS ONLY; ADMINISTRATIVE OR OPERATIONAL USE (DATE). OTHER REQUESTS SHALL BE REFERRED TO COMMANDING OFFICER, NAVAL SURFACE WARFARE CENTER PANAMA CITY, ATTN: CODE R13, 110 VERNON AVENUE, PANAMA CITY, FL 32407-7001.

DESTRUCTION NOTICE - FOR CLASSIFIED DOCUMENTS, FOLLOW PROCEDURES IN DOD 5220.22 M, NATIONAL INDUSTRIAL SECURITY PROGRAM OPERATING MANUAL, CHAPTER 5, SECTION 7 OR DOD 5200.1 R, INFORMATION SECURITY PROGRAM REGULATION. FOR UNCLASSIFIED, LIMITED DOCUMENTS, DESTROY BY ANY METHOD THAT WILL PREVENT DISCLOSURE OF CONTENTS OR RECONSTRUCTION OF THE DOCUMENT.

9.0 RELEASE OF INFORMATION

All technical data provided to the contractor by the Government will be protected from public disclosure in accordance with the markings contained thereon. All other information relating to the items to be delivered or services to be performed under this contract may not be disclosed by any means without prior approval of the authorized representative of the Contract Officer. Dissemination if public disclosures includes, but is not limited to: permitting access of such information by foreign national or by any other person entity, publication of technical or scientific papers, advertising, or any proposed public release. The contractor shall provide adequate physical protection of such information so as to preclude access by any person or entity not authorized such access by the Government.

10.0 PERFORMANCE BASED REQUIREMENTS

This requirement is performance based. The incentive for superior performance is contained in the task order (award text provisions). The government Technical POC will report the quality of performance to the PCO prior to the completion of the current period of performance of the order or sooner if required to correct less than satisfactory performance.

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SECTION D PACKAGING AND MARKING

Packaging and Markings shall be to best commercial practices.

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and Acceptance of deliverables will be performed by Government Personnel at the Naval Surface Warfare Center Panama City.

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SECTION F DELIVERABLES OR PERFORMANCE

The base period of Peformance for this task will be from issuance of the task order through one year, with the option for 4 renewable award term extensions of 12 months each.

PERIOD OF PERFORMANCE:

The performance period for this Task Order is from the date of award through August 19, 2011.

All deliverable items shall be shipped to: Naval Support Activity Panama City Attn: Receiving Officer 101 Vernon Avenue Panama City Fl 32407

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SECTION G CONTRACT ADMINISTRATION DATA

1. The Task Order Manager will be provided at the time of award.

Ms. Teresa Floore

Code R13

110 Vernon Ave.

Panama City, FL 32407 teresa.floore@navy.mil

(850) 235-5861

2. The Contract Specialist is:

Cheryl Branning

Code B32

110 Vernon Ave.

Panama City, FL 32407

(850) 636-6084

3. 1 Copy of each invoice shall be submitted to the Task Order Manager and Contract Specialist.

Accounting Data

SLINID PR Number Amount

100001 62442655 100000.00

LLA

AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJA063TN02

300001 70124722 6112.00

LLA :

AA 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJA073GN03

BASE Funding 106112.00 Cumulative Funding 106112.00

MOD 01

100002 71005035 100000.00

LLA :

AB 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJA073GN03

MOD 01 Funding 100000.00 Cumulative Funding 206112.00

MOD 02

100003 71835609 65000.00

LLA :

AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJA073GN04

100004 72066017 25000.00

LLA :

AC 97X4930 NH1E 000 77777 0 000178 2F 000000 31RJA073GN04

100005 72111064 59907.00

LLA

AD 1761319 14B 255 SASLM 0 068342 2D 005120 331290000010 RCP: N0002406RX13387 ACRN: AA

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Cumulative Funding 356019.00

MOD 03

100101 73061712-5000 100000.00

LLA :

AE 1771319 54EE 252 EA13W 068342 2D 96012Q 03050000KVX0 RCP: N0003907RXFU101 ACRN: AA

MOD 03 Funding 100000.00 Cumulative Funding 456019.00

MOD 04

100102 73451193-5000 263903.00

LLA :

AF 1771319 54EE 252 EA13W 068342 2D 96012Q 03050000KVX0 RCP NO. N0003907RXFU101 RCP AC

RN: AA

MOD 04 Funding 263903.00 Cumulative Funding 719922.00

MOD 05

100201 83106451 180000.00

LLA :

AG 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2092GN01

Informational subclin for incremental funding

MOD 05 Funding 180000.00 Cumulative Funding 899922.00

MOD 06

100202 91042523 175000.00

LLA :

AG 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2092GN01

MOD 06 Funding 175000.00 Cumulative Funding 1074922.00

MOD 07

100203 92030242 23458.00

T.T.A :

AG 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2092GN01

300201 92030243 5000.00

LLA :

AH 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ4091VN07

400001 92030244 90000.00

LLA :

AH 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ4091VN07

600001 92030249 5000.00

LLA :

AH 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ4091VN07

MOD 07 Funding 123458.00 Cumulative Funding 1198380.00

MOD 08 Funding 0.00

Cumulative Funding 1198380.00

MOD 09 Funding 0.00

Cumulative Funding 1198380.00

MOD 10

400002 00066601 100000.00

LLA :

AJ 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ210CGN01

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MOD 10 Funding 100000.00 Cumulative Funding 1298380.00

MOD 11

400003 01404631 95000.00

LLA :

AK 97X4930 NH1D 000 7777 0 061331 2F 000000 31RJ210AGN01

MOD 11 Funding 95000.00 Cumulative Funding 1393380.00

MOD 12

400101 02174485 40000.00

LLA :

AK 97X4930 NH1D 000 7777 0 061331 2F 000000 31RJ210AGN01

400102 02174486 35000.00

LLA :

AL 97X4930 NHID 000 7777 0 061331 2F 000000 31RJ210AGN02

400103 02326081 15000.00

LLA :

AM 97X4930 NH1D 000 7777 0 061331 2F 000000 31RJ51000112

MOD 12 Funding 90000.00 Cumulative Funding 1483380.00

MOD 13 Funding 0.00

Cumulative Funding 1483380.00

MOD 14 Funding 0.00

Cumulative Funding 1483380.00

MOD 15

400004 10143553 70000.00

LLA :

AN 97X4930 NHID 000 77777 0 061331 2F 000000 31RJ211CHN02

MOD 15 Funding 70000.00 Cumulative Funding 1553380.00

MOD 16

400005 10691611 30000.00

LLA :

AP 97X4930 NH1D 000 77777 0 061331 2F 000000 31RMM11213C1

400104 10476972 15000.00

LLA :

AQ 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ51100111

MOD 16 Funding 45000.00 Cumulative Funding 1598380.00

MOD 17

400105 10833287 75000.00

LLA :

AR 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ2114ISEA

MOD 17 Funding 75000.00 Cumulative Funding 1673380.00

MOD 18

400106 11126707 35000.00

LLA :

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AS 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ211DHN09

MOD 18 Funding 35000.00 Cumulative Funding 1708380.00

MOD 19

400107 11735537 48533.00

LLA :

AT 97X4930 NH1D 000 77777 0 061331 2F 000000 31RJ211AHN02

MOD 19 Funding 48533.00 Cumulative Funding 1756913.00

MOD 20

400108 11888061 18500.00

LLA :

AU 97X4930 NH1D 000 77777 0 061331 2F 000000 37CEREZERCDA

600101 11898156 1500.00

T.T.A :

AU 97X4930 NH1D 000 77777 0 061331 2F 000000 37CEREZERCDA

MOD 20 Funding 20000.00 Cumulative Funding 1776913.00

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Clause HQ-C-2-0002 titled "Access to Proprietary Data or Computer Software" (NAVSEA)(Jun 1994) contained in the basic MAC document is applicable to this procurement.
Additionally, HQ C-2-0037 titled "Organizational Conflict of Interest" (NAVSEA)(JUL 2000) is invoked for this procurement.

Key Personnel Clause

- (a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel that includes the Project Manager, Senior Financial Analyst, and Mid-Level Financial Analyst. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer in accordance with this requirement.
- (b) The contractor agrees that during the first 120 days of the period of performance no key personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death, or termination of employment. All proposed substitutions shall have qualifications equal to or higher than the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five (45) days, or ninety (90) days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include:
- (1) An explanation of the circumstances necessitating the substitution;
- (2) A complete resume of the proposed substitute;
- (3) The hourly rates of the incumbent and the proposed substitute; and
- (4) Any other information requested by the Contracting Officer to enable him/her to judge whether or not the Contractor is maintaining the same high quality of personnel that provided the partial basis for award.
- (c) In the event a requirement to increase the specified level of effort for a designated labor category, but not the overall level of effort of the contract, occurs, the Contractor shall submit to the Contracting Officer a written request for approval to add personnel to the designated labor category. The same information as specified in paragraph (b) above is to be submitted with the request.
- (d) The Contracting Officer shall evaluate requests for changes in personnel and promptly notify the Contractor, in writing, whether the request is approved or disapproved.

Upon contract award, the desired qualifications as stated herein, will become minimum qualifications for any growth in Key Personnel categories beyond those individuals originally proposed. Resumes (in the format provided in Section L) shall be submitted to the Contracting Officer, and approved, prior to the individual being allowed to charge to the contract.

Changes in Key Personnel

Requests for post award approval of additional and/or replacement key and non-key personnel may be submitted via e-mail. E-mail submissions shall be made simultaneously to the Contract Specialist [patricia.a.page@navy.mil] and the Task Order Manager (TOM) [teresa.floore@navy.mil]. Electronic notification via e-mail from the Contract Specialist

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will serve as written approval/disapproval on behalf of the Contracting Officer. *Provided at the time of award.

NAVSEA 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 4,208 per year 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, 0] 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, 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 700 man 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:

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

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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 manhours of direct labor expended during the applicable period; (2) a breakdown of this total showing the number of manhours 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) Unless the Contracting Officer determines that alternative worksite arrangements are detrimental to contract performance, the Contractor may perform up to 10% of the hours at an alternative worksite, provided the Contractor has a company-approved alternative work plan. The primary worksite is the traditional "main office" worksite. An alternative worksite means an employee's residence or a telecommuting center. A telecommuting center is a geographically convenient office setting as an alternative to an employee's main office. The Government reserves the right to review the Contractor's alternative worksite plan. In the event performance becomes unacceptable, the Contractor will be prohibited from counting the hours performed at the alternative worksite in fulfilling the total level of effort obligations of the contract. Regardless of work location, all contract terms and conditions, including security requirements and labor laws, remain in effect. The Government shall not incur any additional cost nor provide additional equipment for contract performance as a result of the Contractor's election to implement an alternative worksite plan.
- (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.

SECURITY REQUIREMENTS

- a. The work to be performed under this contract as delineated in the DD Form 254, (Attachment
- 1) involves access to and handling of classified material up to and including access to military installation.
- b. In addition to the requirements of the clause "Security Requirements," the Contractor shall appoint a Facility Security Officer (FSO), who shall (1) be responsible for all security aspects of the work performed under this contract, (2) assure compliance with the National Industrial Security Program Operating Manual (NISPOM) (DOD 5220.22-M), and (3) assure compliance with any written instructions from the Naval Surface Warfare Center Panama City Division, Security Office, Code XPC, 110 Vernon Avenue, Panama City, Florida 32407-7001.

INFORMATION SECURITY REQUIREMENTS

a. All contractor personnel requiring access to DON controlled unclassified information (CUI) or "user level access to DON or DoD networks and information systems, system security and network defense systems, or to system resources providing visual access and/or ability to input, delete or otherwise

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manipulate sensitive information without controls to identify and deny sensitive information" who do not have clearance eligibility are required to submit a Questionnaire for Public Trust Positions (Standard Form 85P) through the cognizant Facility Security Officer or designee to NSWC PCD Security, for a suitability determination by DON Central Adjudication Facility.

b. Minimum Protection Requirements for Controlled Unclassified Information (CUI): Security classification guides (OPNAVINST 5513 series) and unclassified limited documents (e.g., For Official Use Only (FOUO), Distribution Statement Controlled) are not authorized for public release and, therefore, cannot be posted on a publicly accessible web server or transmitted over the Internet unless appropriately encrypted.

MATERIAL REQUIREMENTS

All material purchases shall require approval prior to the procurement of the material items. The Contractor shall provide the cost or price analyses which establish the reasonableness of material requirement request/recommendation. Material purchases below \$3,000 shall require TOM approval, purchases above \$3,000 shall have TOM concurrence prior to being submitted to the PCO for approval.

NSWCPC - H08 Operations Security

1. Operations Security (OPSEC) is concerned with the protection of critical information: facts about intentions, capabilities, operations, or activities that are needed by adversaries or competitors to bring about failure or unacceptable consequences of mission accomplishment.

Critical information includes information regarding:

- Operations, missions, and exercises, test schedules or locations;
- Location/movement of sensitive information, equipment, or facilities;
- Force structure and readiness (e.g., recall rosters);
- Capabilities, vulnerabilities, limitations, security weaknesses;
- Intrusions/attacks of DoD networks or information systems;
- Network (and system) user IDs and passwords;
- Movements of key personnel or visitors (itineraries, agendas, etc.);
- Security classification of equipment, systems, operations, etc.
- 2. The contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:
 - Practice OPSEC and facilitate OPSEC awareness;
 - Immediately retrieve documents from printers assessable by the public;
 - Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
 - Protect information from personnel without a need-to-know;
 - When promulgating information, limit details to that essential for legitimacy;
 - During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

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SECTION I CONTRACT CLAUSES

Applicable Section I clauses are contained in the Basic MAC Document.

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SECTION J LIST OF ATTACHMENTS

Contract Date Requirements List, DD Form 1423

DD 254 Template