

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 08	3. EFFECTIVE DATE 23-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. Admin Mod		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR Systems Center, Pacific 53560 Hull Street San Diego CA 92152-5001 kirina.cantre@navy.mil 619-553-4519	CODE N66001	7. ADMINISTERED BY (If other than Item 6) DCMA SAN DIEGO 7675 DAGGET STREET, SUITE 200 SAN DIEGO CA 92111-2241		CODE S0514A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Kratos Defense Engineering Solutions, Inc. 4810 Eastgate Mall San Diego CA 92121-1977		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4659-7N01
		10B. DATED (SEE ITEM 13) 24-Sep-2009
CAGE CODE 0WJV2	FACILITY CODE	

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or  
(c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) Mutual Agreement of the Parties

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Robin M. Hamilton, Contract Manager		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Curtis F Allen, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Robin M. Hamilton (Signature of person authorized to sign)	15C. DATE SIGNED 27-Sep-2011	16B. UNITED STATES OF AMERICA BY /s/Curtis F Allen (Signature of Contracting Officer)	16C. DATE SIGNED 27-Sep-2011

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 deobligate \$58,000.00 in funding from ODC costs. Accordingly, said Task Order is modified as follows: A conformed copy of this Task Order is attached to this modification for informational purposes only.

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby decreased from \$927,000.00 by \$58,000.00 to \$869,000.00.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
600106	RDT&E	67,500.00	(58,000.00)	9,500.00

The total value of the order is hereby increased from \$1,502,174.00 by \$0.00 to \$1,502,174.00.

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**SECTION B SUPPLIES OR SERVICES AND PRICES**

CLIN - SUPPLIES OR SERVICES

For Cost Type Items:

Item	Supplies/Services Qty	Unit	Est. Cost	Fixed Fee	CPFF
-----					
4000	Labor in accordance with the attached PWS (RDT&E)	1.0 LO	\$502,107.27	\$17,249.30	\$519,356.57
400001	Funding for CLIN 4000 (RDT&E)				
400002	Incremental funding for CLIN 4000 (RDT&E)				
400003	Incremental funding for CLIN 4000 (RDT&E)				
400004	Incremental funding for CLIN 4000 (RDT&E)				
4001	Labor in accordance with the attached PWS (RDT&E)	1.0 LO	\$254,557.30	\$8,368.84	\$262,926.14
400101	Provide funding for Option Year 1, CLIN 4001 (RDT&E)				
400102	Provide funding for Option Year 1, CLIN 4001 (RDT&E)				
400103	Provide funding for Option Year 1, CLIN 4001 (RDT&E)				
400104	Provide funding for Option Year 1, CLIN 4001 (RDT&E)				
400105	Provide funding for Option Year 1, CLIN 4001 (RDT&E)				

For ODC Items:

Item	Supplies/Services Qty	Unit	Est. Cost
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6000 ODCs in accordance with PWS (RDT&E) 1.0 LO \$324,133.78

600001 (RDT&E)

600002 Incremental funding for CLIN 6000 (RDT&E)

600003 Incremental funding for CLIN 6000 (RDT&E)

6001 ODCs in accordance with PWS (RDT&E) 1.0 LO \$395,757.51

600101 Provide funding for Option year 1, CLIN 6001 (RDT&E)

600102 Realigning of funds from base SLIN 60003 (RDT&E)

600103 Provide funding for Option year 1, CLIN 6001 (RDT&E)

600104 Provide funding for Option year 1, CLIN 6001 (RDT&E)

600105 Provide funding for Option year 1, CLIN 6001 (RDT&E)

600106 Provide funding for Option year 1, CLIN 6001 (RDT&E)

**B-1 ADDITIONAL SLINS**

Additional SLINs will be unilaterally created by the Contracting Officer during performance of this Task Order to accommodate the multiple types of funds that will be used under this Order.

**B-2 FEE DETERMINATION AND PAYMENT (LEVEL OF EFFORT)**

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(a) Total Estimated Hours.

The total number of hours of direct labor (including overtime and subcontract hours), but excluding holiday, sick leave, vacation and other excused absence hours) estimated to be expended under this task order is listed in the table below by Contract Line Item Number. The direct labor hours include 0 uncompensated overtime labor hours.

CLIN	Hours
4000	4037
4001	3715

(b) Computation of Fee.

The fee per direct labor hour is computed by dividing the fixed fee amount shown in Section B by the number of estimated hours.

(c) Modifications.

If the contracting officer determines, for any reason, to adjust the task order amount or the estimated total hours set forth above, such adjustments shall be made by task order modification. Any additional hours will be fee bearing, and the additional negotiated fee will be divided by the additional estimated hours to determine a new fee (applicable to the additional hours only). If the fee for these additional hours is different from that of the original estimated hours, these hours shall be kept separate from the original estimated total hours.

The estimated cost of the task order may be increased by written modification, if required, due to cost overruns. This increase in cost is not fee bearing and no additional hours will be added.

(d) Payment of Fee.

The Government shall pay fixed fee to the contractor on each direct labor hour performed by the contractor or subcontractor, at the per labor hour listed by Contract Line Item Number in the table below. The rate of per labor hour invoiced by the contractor subject to the contract's "Fixed Fee" clause, provided that the total of all such payments shall not exceed eighty-five percent (85%) of the fixed fee specified under the task order. Any balance of fixed fee shall be paid to the contractor, or any overpayment of fixed fee shall be repaid by the contractor, at the time of final payment.

Nothing herein shall be construed to alter or waive any of the rights or obligations of either party pursuant to the FAR 52.232-20 "Limitation of Cost" or FAR 52.232-22 "Limitation of Funds" clauses, either of which is incorporated herein by reference.

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CLIN	Fee/Hr
4000	\$4.27
4001	\$4.16

NOTE: The fee shall be paid to the prime contractor at the per hour rate specified in this paragraph regardless of whether the contractor or subcontractor is performing the work.

**B-3 ALLOTMENT OF FUNDS (JAN 1989) (5252.232-9200)**

(a) This contract is incrementally funded with respect to both cost and fee.

(b) The amounts presently available and allotted to this contract for payment of fee, as provided in the Section I clause of this contract entitled "Fixed Fee", are as follows:

ITEM(S) ALLOTTED TO FIXED FEE

4000 \$4,815.86  
4001 \$8,368.84

(c) The amounts presently available and allotted to this contract for payment of cost, subject to the Section I "Limitation of Funds" clause, the items covered thereby and the period of performance which it is estimated the allotted amount will cover are as follows:

ITEM(S)/ALLOTTED TO COST

4000/\$ 140,184.14  
6000/\$ 195,500.00

4001/\$ 254,557.30  
6001/\$ 337,757.51

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(d) The parties contemplate that the Government will allot additional amounts to this contract from time to time by unilateral contract modification, and any such modification shall state separately the amounts allotted for cost and for fee, the items covered thereby, and the period of performance the amounts are expected to cover.

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## **SECTION D PACKAGING AND MARKING**

### **SECTION D PACKAGING AND MARKING**

#### **D-1 SHIP TO INFORMATION**

**See Section G – Task Order Manager**

**All Deliverables shall be packaged and marked IAW Best Commercial Practice.**

#### **D-1 MARKING OF SHIPMENT (DEC 1999) (SPAWAR D-308)**

**Each shipment of material and/or data shall be clearly marked to show the following information:**

**SHIP TO:  
SPAWAR SYSTEMS CENTER PACIFIC  
RECEIVING OFFICER  
4297 PACIFIC HIGHWAY, BLDG 7  
CODE 23410  
SAN DIEGO CA 92110-5000**

#### **MARK FOR:**

**Contract #: N00178-05-D-4659  
Order #: 7N01  
Item #: XXXX  
Attn: James P. Harden, Code 56301**

**The receiving office is open for deliveries Monday through Thursday from 7:30 am to 4:30 pm.**

#### **D-305 PREPARATION FOR DELIVERY (MAR 1999)**

**(a) Supplies shall be prepared for delivery in accordance with ASTM-D-3951, "Standard Practice for Commercial Packaging", dated 01 September 1995.**

**(b) The contractor shall mark all shipments under this contract in accordance with MIL-STD-129 "Military Standard Marking for Shipment and Storage."**

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## **SECTION E INSPECTION AND ACCEPTANCE**

### **E-1 INSPECTION AND ACCEPTANCE--DESTINATION (JAN 2002)**

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the Task Order Manager or his/her duly authorized representative.

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## **SECTION F DELIVERABLES OR PERFORMANCE**

### CLIN - DELIVERIES OR PERFORMANCE

The period of performance for the base effort is as follows:

4000: Date of award through 12 months

6000: Date of award through 12 months

The period of performance for the option CLINs is as follows:

4001: Date of base award through twelve months

6001: Date of base award through twelve months

Services to be performed hereunder will be provided at (insert specific address and building etc.)

### **F-1 PERIODS OF PERFORMANCE (DEC 1999)**

The above period(s) of performance for the option(s) to extend the term of the task order shall apply only if the Government exercises the option(s) as stated in Section B in accordance with the basic contract clause at FAR 52.217-8 "Option to Extend Services" or FAR 52.217-9 "Option to Extend the Term of the Contract.

Any option CLIN period of performance which extends past the current period of performance of the basic contract is only valid to the extent that the basic contract period of performance is extended.

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## **SECTION G CONTRACT ADMINISTRATION DATA**

### **G-1 STANDARD MONTHLY STATUS REPORTS**

The contractor shall electronically submit Monthly Status Reports (MSR) in accordance with the format and content detailed CDRL Item (A001).

In addition to the content specified in the CDRL Item, a brief narrative shall be included in the MSR to address the following:

- a) Period Covered by Report
- b) Significant Accomplishments – Description of the technical progress made during that period.
- c) Significant Issues
- d) Schedule Status – Indicate if efforts are on schedule. If not, indicate the reason for the delay and the projected completion or delivery date, if applicable.
- e) Travel Activity

The contractor shall provide emergent reports at the request of the Task Order Contracting Officer or Task Order Manager.

### **G-2 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)**

This is a cost plus fixed fee (CPFF) task order.

### **G-3 INVOICING INSTRUCTIONS FOR SERVICES USING WIDE AREA WORK FLOW (WAWF) (JAN 2007)**

- (a) Invoices for services rendered under this task order shall be submitted electronically through the

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Wide Area Work Flow-Receipt and Acceptance (WAWF). The contractor shall submit invoices for payment per contract terms. The Government shall process invoices for payment per contract terms.

(b) The vendor shall have their CAGE Code activated by calling 1-866-618-5988. Once activated, the vendor shall self-register at the WAWF website at <https://wawf.eb.mil>. Vendor training is available on the internet at <https://wawftraining.eb.mil>. Additional support can be accessed by calling the Navy WAWF Assistance Line at 1-800-559-9293.

(c) Back-up documentation can be included and attached to the invoice in WAWF. Attachments created with any Microsoft Office product, or Adobe (.pdf files), is attachable to the invoice in WAWF.

(d) A separate invoice will be prepared no more frequently than every two weeks. Do not combine the payment claims for services provided under this contract.

(e) The following information is provided for completion of the invoice in WAWF:

WAWF Invoice Type	Cost Voucher*
Issuing Office DODAAC	N66001
Admin DODAAC:	S0514A
Inspector DODAAC (if applicable)	N66001
Acceptor DODAAC:	N66001
**LPO DODAAC: only applies to DFAS beginning with "N", LPO-Local Processing Official/Certifier on Prompt Pay Sheet (One Pay)	
PAY DODAAC:	HQ0339

\* COMBO invoice types can be used if an inspection of services can be performed and documented, i.e. FFP.

\*\*MOCAS begins with HQ – then do not need LPO. If beginning with "N", enter that code number. If not, leave blank.

## G-5 ACTIVITY OMBUDSMAN

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The SPAWAR Ombudsman for this Task Order is:

Name: Tammy Sanchez

Code: SPAWARSYSCEN San Diego Code 22000

Address: 53560 Hull Street, San Diego, CA 92152-5001

Phone: (619) 553-3200

E-Mail: [tammy.sanchez@navy.mil](mailto:tammy.sanchez@navy.mil)

### Task Order Manager

John P Harden, Code 56301  
53570 Silvergate Ave.,  
San Diego,, CA 92152-5180  
[jack.harden@navy.mil](mailto:jack.harden@navy.mil)  
619-553-1735

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Accounting Data
SLINID  PR Number                Amount
-----
400001  200002147400002              60000.00
LLA :
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 20000214740

600001  200002147400001              40000.00
LLA :
AA 97X4930 NH3P 000 77777 0 066001 2F 000000 20000214740

BASE Funding 100000.00
Cumulative Funding 100000.00

MOD 01

400002  1300147680                  15000.00
LLA :
AB 97X4930 NH3P 255 77777 0 050120 2F 000000 1300147680

600002  1300147680                  35000.00
LLA :
AB 97X4930 NH3P 255 77777 0 050120 2F 000000 1300147680

MOD 01 Funding 50000.00
Cumulative Funding 150000.00

MOD 02

400003  1300158721                  40000.00
LLA :
AC 97X4930 NH3P 255 77777 0 050120 2F 000000 1300158721

600003  1300158721                  150000.00
LLA :

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AC 97X4930 NH3P 255 77777 0 050120 2F 000000 1300158721

MOD 02 Funding 190000.00  
Cumulative Funding 340000.00

MOD 03

400004 1300175214 30000.00  
LLA :  
AD 97X4930 NH3P 255 77777 0 050120 2F 000000 1300175214

400101 1300175214 60000.00  
LLA :  
AD 97X4930 NH3P 255 77777 0 050120 2F 000000 1300175214

600003 1300158721 (29500.00)  
LLA :  
AC 97X4930 NH3P 255 77777 0 050120 2F 000000 1300158721

600101 1300175214 45000.00  
LLA :  
AD 97X4930 NH3P 255 77777 0 050120 2F 000000 1300175214

600102 29500.00  
LLA :  
AC 97X4930 NH3P 255 77777 0 050120 2F 000000 1300158721

MOD 03 Funding 135000.00  
Cumulative Funding 475000.00

MOD 04

400102 1300191600-01 6000.00  
LLA :  
AE 97X4930 NH3P 255 77777 0 050120 2F 000000 A00000658532

400103 1300191600-02 10000.00  
LLA :  
AF 97X4930 NH3P 255 77777 0 050120 2F 000000 A10000658532

600103 1300191600-02 31000.00  
LLA :  
AF 97X4930 NH3P 255 77777 0 050120 2F 000000 A10000658532

MOD 04 Funding 47000.00  
Cumulative Funding 522000.00

MOD 05 Funding 0.00  
Cumulative Funding 522000.00

MOD 06

400104 1300198840 140000.00  
LLA :  
AG 97X4930 NH3P 255 77777 0 050120 2F 000000 A00000710142  
PR 1300198840, Line item 1

400105 1300198840 39000.00  
LLA :  
AG 97X4930 NH3P 255 77777 0 050120 2F 000000 A00000710142  
PR 1300198840, Line Item 2

600104 1300198840 57500.00  
LLA :  
AG 97X4930 NH3P 255 77777 0 050120 2F 000000 A00000710142  
PR 1300198840, Line Item 2

MOD 06 Funding 236500.00  
Cumulative Funding 758500.00

MOD 07

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600105 1300204940 101000.00  
 LLA :  
 AH 97X4930 NH3P 255 77777 0 050120 2F 000000 1300204940  
 PR Line Item 1, Cost Code A00000750857

600106 1300204940 67500.00  
 LLA :  
 AJ 97X4930 NH3P 255 77777 0 050120 2F 000000 1300204940  
 PR Line Item 2, Cost Code A10000750857

MOD 07 Funding 168500.00  
 Cumulative Funding 927000.00

MOD 08

600106 1300204940 (58000.00)  
 LLA :  
 AJ 97X4930 NH3P 255 77777 0 050120 2F 000000 1300204940  
 PR Line Item 2, Cost Code A10000750857

MOD 08 Funding -58000.00  
 Cumulative Funding 869000.00

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

### **H-1 SEGREGATION OF COSTS (DEC 2003) (5252.232-9206)**

(a) The Contractor agrees to segregate costs incurred under this task order at the lowest level of performance, either task or subtask, rather than on a total task order basis, and to submit invoices reflecting costs incurred at that level. Invoices shall contain summaries of work charged during the period covered, as well as overall cumulative summaries by labor category for all work invoiced to date, by line item, task or subtask.

(b) Where multiple lines of accounting are present, the ACRN preceding the accounting citation will be found in attached Financial Accounting Data (FAD) sheet. Payment of Contractor invoices shall be accomplished only by charging the ACRN that corresponds to the work invoiced.

(c) Except when payment requests are submitted electronically as specified in the clause at DFARS 252.232-7003, Electronic Submission of Payment Requests, one copy of each invoice or voucher will be provided, at the time of submission to DCAA, to the Task Order Manager.

### **H-2 DATA RIGHTS**

The Data Rights clause in the basic contract is invoked for this task order.

### **H-3 CONTRACTOR PICTURE BADGE (DEC 1999) (SPAWAR H-323)**

(a) A contractor picture badge may be issued to contractor personnel by the SPAWARSSYSCOM Security Office upon receipt of a valid visit request from the Contractor and a picture badge request from the COR. A list of personnel requiring picture badges must be provided to the COR to verify that the contract or delivery/task order authorizes performance at SPAWARSSYSCOM prior to completion of the picture badge request.

(b) An automobile decal will be issued by SPAWARSSYSCOM Security Office upon presentation of a valid contractor picture badge and the completion of the Badge and Decal Record.

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(c) The contractor assumes full responsibility for the proper use of the identification badge and automobile decal, and shall be responsible for the return of the badge and/or destruction of the automobile decal upon termination of personnel or expiration or completion of the contract.

(d) At the completion of the contract, the contractor shall forward to SPAWARSYSCOM Security Office a list of all unreturned badges with a written explanation of any missing badges.

#### **H-4 CONTRACTOR IDENTIFICATION (DEC 1999) (SPAWAR H-355)**

(a) Contractor employees must be clearly identifiable while on Government property by wearing appropriate badges.

(b) Contractor employees are required to clearly identify themselves and the company they work for whenever making contact with Government personnel by telephone or other electronic means.

#### **H-5 LIMITED RELEASE OF CONTRACTOR CONFIDENTIAL BUSINESS INFORMATION (CBI) (NOV 2003) (SPAWAR H-359)**

(a) Definition.

“Confidential business information,” as used in this clause, is defined as all forms and types of financial, business, scientific, technical, economic, or engineering information, including patterns, plans, compilations, program devices, formulas, designs, prototypes, methods, techniques, processes, procedures, programs, or codes, whether tangible or intangible, and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing if -- (1) the owner thereof has taken reasonable measures to keep such information secret, and (2) the information derives independent economic value, actual or potential from not being generally known to, and not being readily ascertainable through proper means by, the public. Confidential business information may include technical data as that term is defined in DFARS §§ 252.227-7013(a)(14), 252.227-7015(a)(4), and 252.227-7018(a)(19). It may also include computer software as that term is defined in DFARS §§ 252.227-7014(a)(4) and 252.227-7018(a)(4).

(b) The Space and Naval Warfare Systems Command (SPAWAR) may release to individuals employed by SPAWAR support contractors and their subcontractors confidential business information submitted by the contractor or its subcontractors pursuant to the provisions of this contract. Business information that would ordinarily be entitled to confidential treatment may be included in the information released to these individuals. Accordingly, by submission of a proposal or execution of this contract, the offeror or contractor and its subcontractors consent to a limited release of its confidential business information.

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(c) Circumstances where SPAWAR may release the contractor's or subcontractors' confidential business information include the following:

(1) To other SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in handling and processing information and documents in the administration of SPAWAR contracts, such as file room management and contract closeout.

(2) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in accounting support services, including access to cost-reimbursement vouchers.

(3) To SPAWAR contractors and subcontractors, and their employees tasked with assisting SPAWAR in crafting performance work statements, assisting with the evaluation of task order cost/technical proposals and assembling performance metrics information.

(d) SPAWAR recognizes its obligation to protect the contractor and its subcontractors from competitive harm that could result from the release of such information. SPAWAR will permit the limited release of confidential business information under paragraphs (c)(1), (c)(2) and (c)(3) only under the following conditions:

(1) SPAWAR determines that access is required by other SPAWAR contractors and their subcontractors to perform the tasks described in paragraphs (c)(1), (c)(2) and (c)(3),

(2) Access to confidential business information is restricted to individuals with a bona fide need to possess,

(3) Contractors, their subcontractors, and their employees who are granted access to confidential business information have signed an appropriate non-disclosure agreement requiring them to provide the same level of protection to confidential business information that would be provided by SPAWAR employees,

(4) Contractors and their subcontractors having access to confidential business information have agreed under their contract or a separate corporate non-disclosure agreement to provide the same level of protection to confidential business information that would be provided by SPAWAR employees, and

(5) SPAWAR contractors and their subcontractors performing the tasks described in paragraphs (c)(1), (c)(2) or (c)(3) have agreed under their contract or a separate non-disclosure agreement to not use confidential business information for any purpose other than performing the tasks described in paragraphs (c)(1), (c)(2) and (c)(3).

(e) SPAWAR's responsibilities under the Freedom of Information Act are not affected by this clause.

(f) If SPAWAR satisfies the conditions listed in paragraph (d), the contractor and its subcontractors agree to indemnify and hold harmless the Government, its agents, and employees from every claim or liability, including attorneys fees, court costs, and expenses, arising out of, or in any way related to, the

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misuse or unauthorized modification, reproduction, release, display, or disclosure of confidential business information provided by the contractor to the Government.

(g) The contractor agrees to include, and require inclusion of, this clause in all subcontracts at any tier that requires the furnishing of confidential business information.

## **H-6 RELEASE OF PLANNING, PROGRAMMING, AND BUDGETING SYSTEM (PPBS) DATA**

(a) As defined in this clause, "Planning, Programming and Budgeting System (PPBS) data" includes, but is not limited to, one or more of the following:

- (1) Planning phase.
- (2) Defense Planning Guidance.
- (3) Programming Phase.
- (4) Fiscal Guidance (when separate from Defense Planning guidance).
- (5) Program Objective Memoranda.
- (6) Port Defense Program (formerly FYDP) documents (POM Defense Program, Procurement Annex, RTD&E Annex).
- (7) Program review Proposals.
- (8) Issue Papers (also referred to as Major Issue Papers, Tier II Issue Papers, Cover Briefs).
- (9) Proposed Military Department Program Reductions (or Program Offsets).
- (10) Tentative Issue Decision Memoranda.
- (11) Program Decision Memoranda.
- (12) Budgeting Phase.
- (13) Defense Program (formerly FYDP) documents for September Budget Estimate Submission and President's Budget Estimate submission including Procurement, RTD&E and Construction Annexes).
- (14) Classified P1, R1 and C1.
- (15) Program Budget Decisions and Defense Management Report Decisions.

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(16) Reports Generated by the Automated Budget Review System (BRS).

(17) DD 1414 Base for Reprogramming.

(18) DD 1416 Report of Programs.

(19) Contract Award Reports.

(20) Congressional Data Sheets.

(21) Any other data or information identified by the Government as PPBS data or information.

This definition includes all such documentation (whether published or unpublished), and equivalent published or unpublished PPBS data in whatever form produced and maintained by any service component.

(b) The Contractor hereby agrees that it will not divulge any Planning, Programming and Budgeting System (PPBS) data made available to it under this contract to any individual (including other members of the contractor's organization), company or Government representative, unless specific written authorization is received from the Contracting Officer. The Contractor also agrees that it will promptly notify the Contracting Officer of any attempt by any individual (including other members of the contractor's organization), company or Government representative to gain access to such PPBS data. Such notification shall include the name and organization, if available, of the individual (including other member's of the contractor's organization), company or Government representative.

(c) In the event the Contractor, or any of its employees, agents, or subcontractors (or their employees, agents or subcontractors), fail to comply with the provisions of this clause, such noncompliance shall be deemed a material breach of the contract for which the Government reserves the right to avail itself of any or all of the following remedies:

(1) Terminate the contract for default in accordance with FAR § 52.249-6 ("Termination (Cost-Reimbursement)")(SEP 1996) or FAR § 52.249-8 ("Default (Fixed-Price Supply and Service"

(2) Include a discussion of such failure to comply with this clause in any evaluation by the Government of the Contractor's performance of this contract created pursuant to FAR 42.15.

(3) resort to such other rights and remedies as provided for under this contract and under Federal law.

Waiver of such rights by the Government for noncompliance shall not be construed as waiver for any successive noncompliance.

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(d) Any subcontractor who is granted access to PPBS data shall be subject to the restrictions stated in subparagraphs (a) through (e) above. The Contractor shall notify the subcontractor that it is so subject. The Contractor agrees that the requirements of this clause shall be inserted in all subcontracts such that the restriction on disclosure of PPBS data shall apply to all subcontractors at any tier.

## **H-7 TECHNICAL INSTRUCTIONS**

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

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

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

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

## **H-8 ORGANIZATIONAL CONFLICT OF INTEREST**

The Organizational Conflict of Interest clause in the contractor's basic SeaPort IDIQ contract is incorporated in this task order by reference.

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## **SECTION I CONTRACT CLAUSES**

### **I-1 OPTION TO EXTEND THE TERM OF THE CONTRACT (FAR 52.217-9) (MAR 2000)**

(a) The Government may extend the term of this contract by written notice to the Contractor on or before the expiration of the task order; provided, that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the task order expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

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## SECTION J LIST OF ATTACHMENTS

CDRL

DD254 Contract Security Classification Specification

Performance Work Statement