

2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 13-May-2013	4. REQUISITION/PURCHASE REQ. NO. 1300171659-0001	5. PROJECT NO. (If applicable) N/A
6. ISSUED BY SPAWAR Systems Center, Pacific 53560 Hull Street San Diego CA 92152-5001	CODE N66001	7. ADMINISTERED BY (If other than Item 6) DCMA HARTFORD 130 DARLIN STREET EAST HARTFORD CT 06108-3234	CODE S0701A

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Sonalysts 215 Parkway North Waterford CT 06385		9A. AMENDMENT OF SOLICITATION NO.  9B. DATED (SEE ITEM 11)  10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-04-D-4126-7N01 10B. DATED (SEE ITEM 13) 14-Apr-2011
CAGE CODE 1L297	FACILITY CODE	[X]

**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)**

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

(*)	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"/>	
<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 checked="" type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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)	16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)		
[Redacted]	[Redacted]		
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
[Redacted] (Signature of person authorized to sign)	10-May-2013	BY [Redacted] (Signature of Contracting Officer)	10-May-2013

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## GENERAL INFORMATION

The purpose of this modification is to realign and correct the estimated cost and fixed fee amounts for CLIN 4000.

[REDACTED]

[REDACTED] The total contract amount and funded amount remain the same. All other terms and conditions remain unchanged.

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:

[REDACTED]

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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	Services for Software Documentation in accordance with the Statement of Work (SOW), Section C, and the Contract Data Requirements List (CDRL) DD1423, attached. (RDT&E)	1.0	LO	██████████	██████████	\$192,874.39
400001	Funding for CLIN 4000 (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)

(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 ██████████

(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 a fixed fee to the contractor on each direct labor hour performed by the contractor or

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subcontractor [REDACTED] 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.

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:

<u>ITEM(S)</u>	<u>ALLOTED TO FIXED FEE</u>
[REDACTED]	[REDACTED]

(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:

<u>ITEM(S)</u>	<u>ALLOTED TO COST</u>	<u>PERIOD OF PERFORMANCE</u>
[REDACTED]	[REDACTED]	14 April 2011 - 31 May 2012

(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 C DESCRIPTIONS AND SPECIFICATIONS

### C-1 SPECIFICATIONS/STATEMENT OF WORK (DEC 1998) (SPAWAR C-301)

Work under this order shall be performed in accordance with the Statement of Work (SOW) and Attachment No. 1 Contract Data Requirements List (CDRL).

**Statement of Work  
Office of Naval Intelligence (ONI) Source Documentation  
For Acoustic Intelligence Modernization For Farragut Tactical Analysis Center  
14 December 2010**

#### 1.0 INTRODUCTION

The Department of the Navy, Space and Naval Warfare Systems Center (SSC) Pacific is acquiring software documentation support for the ONI Acoustic Intelligence (ACINT) department.

#### 2.0 BACKGROUND

In 2009, the ACINT Modernization Program Management Office (PMO) tasked the Software Engineering Institute at the Carnegie Mellon University (SEI/CMU) to develop a guideline by which ACINT software development and maintenance organizations would propose their own standards and methods to document the software they deliver to the ACINT department. SEI/CMU produced a document titled, "Proposed Software Documentation Standards for ONI ACINT Products" - CMU/SEI-2009-SR-016.

SSC Pacific provides technical support to the ONI ACINT Department for the ACINT Modernization Program. Technical support from SSC includes Systems and Software Engineering support.

#### 3.0 SCOPE

In order to retain its investment in its processing, exploitation and dissemination capabilities, the ACINT department has defined an objective to maximize the maintainability and reuse of software developed specifically for its production activities. In order to evaluate existing software the software must be properly documented in a standardized format. The objective of this task is to provide the standardized software documentation for the various software components within ACINT 21 in accordance with SEI/CMU Software Documentation Standards and Methods.

#### 4.0 APPLICABLE DIRECTIVES

None

#### 5.0 PERFORMANCE REQUIREMENTS

The contractor shall provide services to the ACINT department in the work area(s) listed below.

##### 5.1 Software Documentation Support (RDT&E)

5.1.1 Description. The contractor shall deliver software documentation for ACINT 21 in accordance with SEI/CMU Software Documentation Standards and Methods. Documentation will be developed for software components in the order of priority listed as determined by the ACINT Department.

Draft software documentation will be delivered to ONI as it is completed for each component. ONI will review software documentation for its legibility and compliance with the SEI/CMU standards and provide feedback within two weeks of receipt.

The Contractor shall provide final version of component software documentation within two weeks of receipt of

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feedback. Any further modifications to components documented under this task through enhancement or sustainment activities shall require an update to the delivered documentation unless approved for waiver by the ACINT Modernization PMO.

## 6.0 DELIVERABLES

The Contractor shall be required to deliver reports that will be reviewed in accordance with the Department of Navy Policy on Digital Product/Technical Data, dated 23 October 2004 and as specified in the Contract Data Requirements List, DD Form 1423.

## 7.0 GOVERNMENT FURNISHED INFORMATION (GFI)

The Government shall provide software source code for the ACINT 21 software components.

## 8.0 TRAVEL

None

## 9.0 SECURITY

Not required. This task does not include any requirements for access to classified information.

## 10.0 NAVY MARINE CORPS INTRANET (NMCI)

The nature of this task does not require contractors to procure NMCI seats for personnel working at the Contractor site.

## 11.0 TECHNICAL POINTS OF CONTACT

Contracting Officer Representative (COR): [REDACTED]

Technical Point-of-Contact (POC): [REDACTED]

## C-2 KEY PERSONNEL

(a) The offeror agrees to assign to this task order the key personnel listed in paragraph (d) below. No substitutions shall be made except in accordance with this clause.

(b) The offeror agrees that during the first 90 days of the task order performance period no personnel substitutions will be permitted unless such substitutions are necessitated by an individual's sudden illness, death or termination of employment. In any of these events, the contractor shall promptly notify the Contracting Officer and provide the information required by paragraph (c) below. After the initial 90 day period, all proposed substitutions must be submitted in writing, at least fifteen (15) days, or thirty (30) days if a security clearance is to be obtained, in advance of the proposed substitutions to the contracting officer. These substitution requests shall provide the information required by paragraph (c) below.

(c) All requests for approval of substitutions under this task order must be in writing and provide a detailed explanation of the circumstances necessitating the proposed substitutions. They must contain a complete resume for the proposed substitute or addition, and any other information requested by the Contracting Officer or needed by him to approve or disapprove the proposed substitutions. All substitutions proposed during the duration of this task order must have qualifications of the person being replaced. The Contracting Officer or his authorized representative will evaluate such requests and promptly notify the contractor of his approval or disapproval thereof in writing.

(d) List of Key Personnel

<u>NAME</u>	<u>LABOR CATEGORY</u>
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[REDACTED] Senior Information Technology Specialist  
[REDACTED] Senior Information Technology Specialist  
[REDACTED] Senior Information Technology Specialist  
[REDACTED] Senior Information Technology Specialist

(e) If the Contracting Officer determines that suitable and timely replacement of key personnel who have been reassigned, terminated or have otherwise become unavailable for the contract work is not reasonably forthcoming or that the resultant reduction of productive effort would be so substantial as to impair the successful completion of the contract or the service order, the task order may be terminated by the Contracting Officer for default or for the convenience of the Government, as appropriate. In addition, if the Contractor is found at fault for the condition, the Contracting Officer may elect to equitably decrease the task order price or fixed fee to compensate the Government for any resultant delay, loss or damage.

(f) If the offeror wishes to add personnel to be used in a labor category he shall employ the procedures outlined in paragraph (c) above.

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## **SECTION D PACKAGING AND MARKING**

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

See Section G – Task Order Manager



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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**

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

4000

4/14/2011 - 4/13/2012

### **CLIN - DELIVERIES OR PERFORMANCE**

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

4000: Date of award to 31 May 2012

Services to be performed hereunder will be provided at the Contractor's site.

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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 in CDRL Item A001BA.

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.

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

### **G-2 INVOICING AND PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS**

Consistent with task order clause H-1, Segregation of Costs, the contractor shall segregate and accumulate costs for the performance of this task order by the appropriate Accounting Classification Reference Number (ACRN). The contractor's invoice shall identify the appropriate Contract and Task Order numbers. For the work performed, invoiced costs shall be associated to the Contract Line Item Number (CLIN), the Contract Subline Item (SLIN), **and** the specific ACRN. Invoices submitted to the paying office that do not comply with this requirement will be returned to the contractor for resubmission. The contractor shall provide an electronic copy of each invoice to the Task Order Manager at the time of submission to DCAA/DFAS. The paying office will disburse funds in strict compliance with the amounts invoiced by CLIN/SLIN/ACRN.

### **G-3 TYPE OF CONTRACT (DEC 1999) (SPAWAR G-314)**

This is a level of effort, cost-plus-fixed-fee (CPFF) type task order.

### **G-4 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 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.

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

WAWF Invoice Type	Cost Voucher
Issuing Office DODAAC	N66001
Admin DODAAC:	Block 6 of the resulting task order
Inspector DODAAC (if applicable)	N66001
Acceptor DODAAC:	N66001
**LPO DODAAC	N/A
PAY DODAAC:	Block 15 of the resulting task order

\*\*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

The SPAWAR Ombudsman for this Task Order is:

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

Contracting Officer Representative (COR)/ Task Order Manager (TOM)

[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]

### 252.204-0007 Contract-wide: Sequential ACRN Order. (SEP 2009)

The payment office shall make payment in sequential ACRN order within the contract or order, exhausting all funds in the previous ACRN before paying from the next ACRN using the following sequential order: alpha/alpha; alpha/numeric; numeric/alpha; and numeric/numeric.

#### Accounting Data

SLINID	PR Number	Amount
400001	1300171659-00002	[REDACTED]
LLA :		
AA 1701319 N726 252 00015 068892 2D C30103 000150FCG5RQ		

BASE Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 01 Funding [REDACTED]  
Cumulative Funding [REDACTED]

MOD 02

400001	1300171659-00002	[REDACTED]
LLA :		
AA 1701319 N726 252 00015 068892 2D C30103 000150FCG5RQ		

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MOD 02 Funding - [REDACTED]  
Cumulative Funding [REDACTED]

MOD 03 Funding [REDACTED]  
Cumulative Funding [REDACTED]

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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 Section G. 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 Contracting Officer Representative (COR).

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

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

### **H-3 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-4 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.

(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

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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 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-5 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.

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- (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.
- (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.

(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-6 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



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“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.

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## **SECTION I CONTRACT CLAUSES**

N/A

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## **SECTION J LIST OF ATTACHMENTS**

Attachment No. 1 DD Form 1423, Contract Data Requirements List (CDRL), dated 3 March 2011, 3 pages

Attachment No. 2 Proposed Software Documentation Standards for ONI ACINT Products - CMU/SEI-2009-SR-016, dated June 2009, 16 pages