

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U		PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 11		3. EFFECTIVE DATE 21-Oct-2015		4. REQUISITION/PURCHASE REQ. NO. NA	
5. PROJECT NO. (If applicable) N/A		6. ISSUED BY CODE		7. ADMINISTERED BY (If other than Item 6) CODE	
NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001 sharon.p.warren@navy.mil 850-234-4305		NSWC, PANAMA CITY 110 Vernon Avenue Panama City FL 32407-7001		N61331	

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Premier Consulting & Management Services, Inc. 120 Belmonte Drive, SW Atlanta GA 30311		9A. AMENDMENT OF SOLICITATION NO.	
[X]		9B. DATED (SEE ITEM 11)	
		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-11-D-6654-EH01	
		10B. DATED (SEE ITEM 13) 09-Jan-2013	
CAGE CODE 1TF20	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)

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.
[]	
[X]	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). Pursuant to FAR 43.103 (b) (1)
[]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
[]	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor [X] is not, [] is required to sign this document and return ___ 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) Otis M Nattiel, Contracting Officer	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Otis M Nattiel (Signature of Contracting Officer)	16C. DATE SIGNED 21-Oct-2015

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 update the Contract Specialist information in Section G. Accordingly, said Task Order is modified as follows:

1) Update the Contract Specialist name and information specified in Section G-Contract Admin Data. See Section G for specifics. 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 increased from [REDACTED] to [REDACTED]

The total value of the order is hereby increased from [REDACTED] to [REDACTED]

The Period of Performance of the following line items is hereby changed as follows:

CLIN/SLIN	From	To
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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	R408	Base Year, Services in accordance with Performance Work Statement, Section C, and DD Form 1423-2 Contract Data Requirements (CDRLS) Exhibit A. Each month will be a Firm Fixed price for the Labor Month (LM) (Fund Type - TBD)	12.0	MO		
500001	R408	Incremental Funding (O&MN,N)				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
6000	R408	Base Year, Other Direct Costs, (COST) Travel in support of CLIN 5000 (O&MN,N)	1.0	LO	

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R408	Option 1, Services in accordance with Performance Work Statement, Section C, and DD Form 1423-2, Contract Data Requirements List, Exhibit A. Each month will be a Firm Fixed price for the Labor Month (LM) **2410(a) Authority is hereby invoked (O&MN,N)	12.0	MO		
8001	R408	Option 2, Services in accordance with Performance Work Statement, Section C, and DD Form 1423-2 Contract Data Requirements List, Exhibit A. Each month will be a Firm Fixed price for the Labor Month (LM) (O&MN,N)	12.0	MO		

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R408	Option 1, Other Direct Costs, (COST) Travel in support of CLIN 8000. *2410(a) Authority is hereby invoked (O&MN,N)	1.0	LO	
9001	R408	Option 2, Other Direct Costs, (COST) Travel in support of CLIN 8001. (O&MN,N)	1.0	LO	

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT FOR NAVY EXPERIMENTAL DIVE UNIT (NEDU) PROGRAM SUPPORT SERVICES

1.0 SCOPE

This Performance Work Statement (PWS) defines the requirements for providing program support services to the Navy Experimental Diving Unit (NEDU), Panama City, FL. NEDU is the Technical Agent, In-Service Engineering Agent, and Test and Evaluation Agent of the Commander, Naval Sea Systems Command in all matters involving diving and hyperbaric operations. The Contractor shall provide program and administrative support services for the Command. Nothing in this PWS is intended to or will be used to procure any services that are personal services or that are inherently governmental type services. The type and level of detail of support will vary depending upon the business operations requirements and data call requirements from higher headquarters.

1.1 Acronym List

CAC	Common Access Card
COR	Contracting Officer's Representative
COTS	Commercial Off-The-Shelf
CUI	Controlled Unclassified Information
DoN	Department of the Navy
FOUO	For Official Use Only
HTML	Hyper Text Mark-up
IA	Information Assurance
IT	Information Technology
JCL	Job Control Language
	Naval Sea Systems Command Office of the Director of
NAVSEA OOC	Ocean Engineering, Supervisor of Salvage and Diving
NEDU	Navy Experimental Diving Unit
NERP	Navy Enterprise Resource Planning
NMCI	Navy Marine Corps Intranet
NSA PC	Naval Support Activity Panama City
ODC	Other Direct Cost
OPSEC	Operations Security
PCO	Procuring Contracting Officer
PII	Personally Identifiable Information
PWS	Performance Work Statement
RDT&E	Research, Development, Test and Evaluation
SAAR-N	Systems Authorization Access Request - Navy
T&M	Time and Materials

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2.0 APPLICABLE DOCUMENTS

The following documents, of the exact issue shown, form a part of this PWS to the extent specified herein. In the event a conflict between the documents referenced herein and the contents of this PWS, the contents of this PWS shall take precedence. The second tier and lower reference documents (i.e., documents referenced in the primary references) shall be for guidance only. NEDU, Naval Support Activity Panama City (NSA PC) and Navy Instructions are provided with the solicitation.

2.1 Military Standards

None

2.2 Military Specifications

None

2.3 Other Documents

- (a) NSAPCFLINST 3140.1B, Destructive Weather Plan dated 02 Dec 2008
- (b) SECNAV Manual M-5216.5, Department of the Navy Correspondence Manual dated March 2010
- (c) NAVXDIVINGUINST 5239.2, NEDU Information Assurance Program dated 13 May 2010
- (d) OPNAVINST 5239.1C, Navy Information Assurance (IA) Program dated 20 Aug 2008
- (e) SECNAVINST 5239.20 Department Of The Navy Cybersecurity/Information Assurance Workforce Management, Oversight, and Compliance dated 17 Jun 2010
- (f) SECNAV M-5510.30 *Department of the Navy Personnel Security Program dated June 2006*
- (g) NAVXDIVINGUINST 5510.12A, Personnel and Information Security Policies dated 18 May 2010
- (h) SECNAV M-5510.36, DON Information Security Program

3.0 REQUIREMENTS

3.1 General

(a) The Contractor shall provide all the level of effort necessary to provide support within NEDU functional areas specified herein. All work under this task order shall be performed at NEDU. The Contractor shall participate in a kick-off meeting at NEDU within 10 days after award of the task order.

(b) Contractor employees shall be U.S. citizens able to read, write, communicate and understand the English language. No employee or representative of the Contractor will be admitted to the work site unless satisfactory proof of U.S. citizenship is furnished. Contractor employees shall conduct themselves in a proper, efficient, courteous and businesslike manner. The Contractor shall remove from the site any individual whose continued employment is deemed by the Government to be contrary to the public interest or inconsistent with the best interests of National Security.

(c) Work Hours. Access to Government buildings is from 0630 until 1700 Monday through Friday, except Federal holidays. Normal work hours may vary according to normal working hours of the office to which the employee is assigned. The approval of the Procuring Contracting Officer (PCO) is required for performance of work outside normal working hours of assigned location. Access into buildings during these times shall be coordinated with the NEDU. Contractor personnel shall not work on Federal Holidays unless approved by the Contracting Officer's Representative (COR) to meet schedules. Tele-work is NOT authorized under this task order.

(d) Training. The Contractor is responsible for ensuring all new employees are fully trained to meet position

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requirements. The Government will provide mandatory on-base contractor training (i.e. Safety, Personally Identifiable Information (PII), etc.). Additional Government-furnished training may be authorized by the Procuring Contracting Officer (PCO) when it is deemed necessary for the performance of the task requirements or is in the best interest of the Government when hardware or software requirements are changed or upgraded during the performance of a task.

(e) Company meetings for employees held on Government working time are limited to a maximum of four (4) per year with a maximum duration of 2 hours.

3.1.1 Contract Management

The Contractor shall provide management for administration and supervision of Contractor employees. The Contractor's management shall be the Contractor's primary representative(s) and have the Contractor's full authority to act on matters pertaining to the performance of services under this Contract. Contractor management shall:

- (a) Be responsible for the overall performance of all services required by this Contract
- (b) Have the authority to act and make binding decisions for the Contractor
- (c) Meet with Government personnel designated by the PCO or the COR to discuss immediate problem areas
- (d) Be available during normal working hours
- (e) To counter the circumstances that infer personal services and to preserve the non-personal nature of the Task Order, the Contractor shall adhere to the following guidelines in the performance of efforts under this Task Order:
 - (f) Provide for direct supervision of all Contractor employees assigned to tasks
 - (g) Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting contractor employees with NEDU personnel.
 - (h) Ensure close communication and coordination with the COR, reporting problems to the COR as they occur (not waiting for a monthly meeting)
 - (i) Do not assign contractor personnel to work under direct government supervision
 - (j) Maintain a professional distance from government employees
 - (k) Ensure contractor employees have NEDU badges and Common Access Cards (CAC), if appropriate, identifying them as contractors.
 - (l) Ensure proper communications with the government (technical discussion and government surveillance is okay, but the Government cannot tell the contractor how to do the job)
 - (m) Use work orders to document and manage the work and to define the details of the assignment and its deliverables; the government has the right to reject the finished product or result and this not constitute personal services.
 - (n) Deleted

The Contractor shall maintain current knowledge of the standards required for documentation and computer record keeping related to the performance of the tasks identified below. Contractor shall take data provided by the Government and enter that data into the correct data record system in the proper format. Contractor shall take draft documents provided by the Government and prepare the required draft or final publication ready document for the Government. All actions performed will be done on the basis of documented procedures for the task being performed. In the case of preparing documents for potential publication, it will be the Contractor's responsibility to maintain awareness of the Government's standards and also obtain those of any other non-Government activity as

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appropriate to ensure the format of the final document is correct. All operating procedures utilized will be the latest as approved by the Government. The Contractor shall, using the guidance of the documents listed in PWS paragraph 2.0, provide a level of effort of support in the following functions.

3.2 RESERVED

3.2.1 RESERVED

3.2.2 RESERVED

3.3 NEDU Command Support

The purpose of this functional area is to provide production and administrative support to the NEDU Command.

3.3.1 Production Activities

The Contractor shall:

- (a) Conduct production activities including scheduling, data entry, monitoring and improving production procedures, receive and review input and output data.
- (b) Maintain and revise various NEDU project tracking lists. Maintain NEDU project records and source data.
- (c) Prepare activity and progress reports.
- (d) Setup, format, manipulate, and revise Excel and similar spreadsheets. Drafting, proofing, and archiving documents.
- (e) Utilize, competently, the Microsoft Office® Suite of production products.
- (f) Copy, mail, file, and retrieve reports, etc.
- (g) Be proficient in scientific formats and edit, revise, proof, mail, and track manuscript Navy technical reports in accordance with instructions from authors for the journals.
- (h) Exhibit professional demeanor via phone with researchers, scientists, senior military officers, Government supervisors, university professors, and similar personnel.
- (i) Interface with NAVSEA 00C, program sponsor and NEDU employees as necessary.
- (j) Prepare and maintain documentation, procedures and methods, including user manuals, reference manuals, etc. Maintain a current internal documentation library.
- (k) Provide or coordinate special documentation services as required.

3.3.2 Administrative Support

The Contractor shall:

- (a) Setup, format, data entry, manipulate and revise Excel and similar spreadsheets and database programs. Composing, drafting, typing, proofing, editing, mailing and archiving in accordance with the Navy correspondence manual style; utilize word processor and perform competently on all aspects of Microsoft Office® suite and other Microcomputer based programs.
- (b) Prepare, process, coordinate and track various project documents and task records. Assemble data and prepare documents; request additional data from relevant personnel and activities when needed.

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(c) Prepare and edit manuscripts (text, tables, references, graphs and illustrations) drafted by command staff by placing drafts in proper format for submission to technical and scientific journals in accordance with published instructions to authors; competently executes desk-top publishing programs to facilitate this process. Track and archive all publication correspondence.

(d) Recommend new procedures and draft accompanying instructions for Government approval when applicable. Administratively support project officers, task leaders, scientific staff and clerical support personnel in test planning documentation preparation, technical report and technical memorandum preparation, and peer-reviewed professional journal preparation ensuring they meet established standards.

(e) Provide voice and data messaging support.

(f) Coordinate and manage event calendars.

(g) Execute quality assurance reviews and revisions for briefings and reports. Ensure documents are finalized, routed, converted, and filed for proper retention (CDRL A002).

(h) Schedule, coordinate resources, attend and support briefings.

3.4 Materials

Any items purchased against this task order will be approved by the Contracting Officer.

Information Technology (IT) equipment, or services must be approved by the proper approval authority. All IT requirements, regardless of dollar amount, submitted under this Task Order shall be submitted to the PCO for review and approval prior to purchase.

The definition of information technology is identical to that of the Clinger-Cohen Act, that is, any equipment or interconnected system or subsystem of equipment that is used in the automatic acquisition, storage, manipulation, management, movement, control, display, switching, interchange, transmission, or reception of data or information. Information technology includes computers, ancillary equipment, software, firmware and similar procedures, services (including support services), and related resources.

3.6 Status Reporting (CDRL A001)

The Contractor shall deliver a monthly status report that identifies work accomplished, percent completion, funds expended, hours expended, problem areas, recommendations, and work planned for the next period. The monthly status report shall include the following topics:

(a) Narrative summary of the work performed and results obtained

(b) Anticipated activities for the following month

(c) An explanation of deviations from the last month's projections

(d) Current or projected problems and issues being worked by the contractor

(e) Current or projected problems and issues requiring government attention

(f) Trip Reports for travel performed including highlights/summary of technical discussion(s), action items and a list of attendees

3.7 Navy Enterprise Resource Planning (NERP) Software Access

Contractor personnel assigned to perform work under this task order may require limited access to the Navy Enterprise Resource Planning (Navy ERP) System. Prior to accessing any Navy ERP System, contractor personnel shall contact the applicable Navy Marine Corps Intranet (NMCI) Assistant Customer Technical Representative (ACTR) and obtain an NMCI account. ACTRs can be found on the NMCI Homeport website at:

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[https://nmcicustomerreporting/CTR Lookup/index.asp](https://nmcicustomerreporting/CTR%20Lookup/index.asp). Once an NMCI account has been established, the contractor shall submit a request for Navy ERP access and the role required via the Contracting Officers Representative (COR) to the Competency Role Mapping Point of Contact. The COR will validate the need for access, ensure all prerequisites are completed, and with the assistance of the Role Mapping POC, identify the Computer Based Training requirements needed to perform the role assigned. Items to have been completed prior to requesting a role for Navy ERP include: Systems Authorization Access Request (SAAR-N), DD Form 2875, Oct 2007, Annual Information Assurance (IA) training certificate and a successfully adjudicated Personal Security Investigation (PSI) per reference (f).

For this procedure, reference to the COR shall mean the PCO for contracts that do not have a designated COR. For directions on completing the PSI, the contractor is instructed to consult with their company's Security Manager. In order to maintain access to required systems, the contractor shall ensure completion of annual IA training, monitor expiration of requisite background investigations, and initiate re-investigations as required.

For DoD Information Assurance Awareness training, please use this site: <http://iase.disa.mil/index2.html>.

DIRECTIONS: On the right side under "IA Training:" select "IA Training Available Online". On the next page select the frame with "DoD Information Assurance Awareness". When the next page comes up, select "Launch DoD Information Assurance Awareness".

4.0 GOVERNMENT FURNISHED PROPERTY (GFP)

None

5.0 SECURITY

Performance of this effort may require access to classified information or areas up to the SECRET level. All Contractor employees shall be required to possess Secret Clearance. Contractor personnel will require security requirements for ADP-2 and "Secret" information access. Contractor personnel will adhere to Navy Security procedures referenced in NAVXDIVINGUINST 5239.1A, OPNAVINST 5239.1A, SECNAVINST 5239.20, and NEDU ADP Security Plan. Contractor personnel will be subject to the security clearance process at the Contractor's expense. Documentation of favorable determination will be provided to the customer representative. The provisions of the attached DD Form 254 apply. The Privacy Act applies to this requirement. All technical data provided to the Contractor by the Government will be protected from public disclosure in accordance with the marking contained thereon. All other information relating to the items to be delivered or services to be performed under this Task Order may not be disclosed by any means without prior approval of the onsite Government representative or the Contracting Officer. Dissemination or public disclosure includes, but is not limited to, permitting access to such information by foreign nationals or by any other person or entity; publication or technical or scientific papers; advertising; or any other public release. The Contractor will provide adequate physical protection to such information so as to preclude access by any person or entity not authorized such access by the Government.

5.1 Information Security Requirements

5.1.1 Minimum Requirements for Access to Controlled Unclassified Information (CUI)

Prior to access, 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 manipulate sensitive information without controls to identify and deny sensitive information" contractors must have clearance eligibility, successfully adjudicated by the Department of the Navy Central Adjudication Facility.

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

5.1.2 Controlled Unclassified Information (CUI)

Controlled unclassified information (CUI) is official information that requires the application of controls and

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protective measures for a variety of reasons and has not been approved for public release, to include technical information, proprietary data, information requiring protection under the Privacy Act of 1974, and Government-developed privileged information involving the award of contracts. CUI is a categorical designation that refers to unclassified information that does not meet the standards for National Security Classification under Executive Order 13526, but is (a) pertinent to the national interest of the United States or to the important interests of entities outside the Federal Government, and (b) under law or policy requires protection from unauthorized disclosure, special handling safeguards, or prescribed limits on exchange or dissemination.

For Official use Only (FOUO) is a document designation, not a classification. This designation is used by Department of Defense (DoD) and a number of other federal agencies to identify information or material, which although unclassified, may not be appropriate for public release. FOUO must be marked, controlled and safeguarded in accordance with SECNAV M-5510.36, DON Information Security Program (reference (h)).

5.2 Operations Security (OPSEC)

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:

- (a) Operations, missions, and exercises, test schedules or locations
- (b) Location/movement of sensitive information, equipment, or facilities
- (c) Force structure and readiness (e.g., recall rosters)
- (d) Capabilities, vulnerabilities, limitations, security weaknesses
- (e) Intrusions/attacks of DoD networks or information systems
- (f) Network (and system) user IDs and passwords
- (g) Movements of key personnel or visitors (itineraries, agendas, etc.)
- (h) Security classification of equipment, systems, operations, etc.

A current NEDU Critical Items List (CIL) listing is maintained as NAVXDIVINGU Notice 3070, and will be made available to contractor personnel assigned to NEDU. The CIL is used to ensure awareness of current OPSEC related information that needs to be protected.

The Contractor, subcontractors and their personnel shall employ the following countermeasures to mitigate the susceptibility of critical information to exploitation, when applicable:

- (a) Practice OPSEC and facilitate OPSEC awareness;
- (b) Immediately retrieve documents from printers assessable by the public;
- (c) Shred sensitive and Controlled Unclassified Information (CUI) documents when no longer needed;
- (d) Protect information from personnel without a need-to-know;
- (e) When promulgating information, limit details to that essential for legitimacy;
- (f) During testing and evaluation, practice OPSEC methodologies of staging out of sight, desensitization, or speed of execution, whenever possible.

6.0 GOVERNMENT AND CONTRACTOR RELATIONSHIP

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(a) The services to be delivered under this Task Order are non-personal services and the parties recognize and agree that no employer-employee relationship exists or will exist under the Task Order between the Government and the Contractor's personnel. It is, therefore, in the best interest of the Government to afford both parties a full understanding of their respective obligations.

(b) All Contractor, subcontractor, and consultant personnel shall wear prominently displayed identification badges at all times when performing work on NEDU or Naval Support Activity Panama City (NSA PC) property or attending meetings in the performance of this Contract. The badge shall contain the individual's name, the company name and logo. When participating in such meetings (e.g., as a speaker, panel member), those individuals in Contractor employ must supplement physical identification (e.g., badges, place markers) with verbal announcements so that it is clear to the assembled group that they are employees of the Contractor, not NEDU employees. In addition, when working on NEDU, all contractor, subcontractor, and consultant personnel shall have signs visible on their desks or at their work sites that clearly state that they are not NEDU employees.

(c) The Contractor is responsible for supervision of all contractor personnel assigned to this task order. The Contractor shall exercise ultimate over all aspects of Contractor personnel day-to-day work under this task order including the assignment of work, means and manner of Contractor employee performance and the amount of Contractor supervision provided. The Contractor shall be ultimately responsible for all aspects of performance under this Task Order including the work of its Contractor personnel. Contractor personnel under this task order shall not:

(1) Be placed in a position where they are under the supervision, direction, or evaluation of a Government employee.

(2) Be placed in a position of command, supervision, administration or control over Government personnel, or over personnel of other Contractors under other NEDU contracts, or become a part of the Government organization.

(3) Be used in administration or supervision of Government procurement activities.

(4) Have access to proprietary information belonging to another without the express written permission of the owner of that proprietary information.

(d) Employee Relationship:

(1) The services to be performed under this Contract do not require the Contractor or its personnel to exercise personal judgment and discretion on behalf of the Government. Rather the Contractor's personnel will act and exercise personal judgment and discretion on behalf of the Contractor.

(2) Rules, regulations, directives and requirements that are issued by the U.S. Navy and NEDU under its responsibility for good order, administration, and security are applicable to all personnel who enter the Government installation or who travel on Government transportation. This is not to be construed or interpreted to establish any degree of Government control that is inconsistent with a non-personal services type contract.

(e) Inapplicability of Employee Benefits: This Task Order does not create an employer-employee relationship. Accordingly, entitlements and benefits applicable to such relationships do not apply.

(1) Payments by the Government under this Task Order are not subject to the Federal income tax withholdings.

(2) Payments by the Government under this Task Order are not subject to the Federal Insurance Contributions Act.

(3) The Contractor is not entitled to unemployment compensation benefits under the Social Security Act, as amended, by virtue of performance of this Task Order.

(4) The contractor is not entitled to workman's compensation benefits by virtue of this Task Order.

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(5) The entire consideration and benefits to the Contractor for performance of this Task Order are contained in the provisions for payment under this Task Order.

(f) Notice. It is the Contractor's, as well as, the Government's responsibility to monitor Task Order activities and notify the Contracting Officer if the Contractor believes that the intent of this clause has been or may be violated.

(1) The Contractor should notify the Contracting Officer in writing promptly, within three (3) calendar days from the date of any incident that the Contractor considers to constitute a violation of this clause. The notice should include the date, nature, and circumstances of the conduct, the name, function and activity of each Government employee or Contractor official or employee involved or knowledgeable about such conduct, identify any documents or substance of any oral communication involved in the conduct, and the estimate in time by which the Government must respond to this notice to minimize cost, delay or disruption of performance.

(2) The Contracting Officer will promptly, within five (5) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer will either:

(i) confirm the conduct is in violation and when necessary direct the mode of further performance,

(ii) countermand any communication regarded as a violation

(iii) deny that the conduct constitutes a violation and when necessary direct the mode of further performance; or

(iv) in the event the notice is inadequate to make a decision, advise the Contractor what additional information is required, and establish the date by which it should be furnished by the Contractor and the date.

7.0 SUBCONTRACTORS/CONSULTANTS

(a) In addition to the information required by FAR 52.244-2 the contractor shall include the following information in requests to add subcontractors or consultants during performance, regardless of subcontract type or pricing arrangement. These requirements apply to all subcontracts/consulting agreements where labor hours performed will be counted against the requirements of the Level of Effort clause in Section H of the Contract.

(1) A copy of the proposed subcontractor's cost or price proposal.

(2) Detailed justifications to include second-tier subcontracting to other subcontractors or consultants to include a rationale why these additional firms or consultants could not be obtained by subcontracts or consulting agreements with the prime contractor.

(b) As required by FAR 15.404-3(b) the contractor shall conduct an appropriate cost or price analysis and include the results of this analysis with each request to add a subcontractor or consultant."

(c) Time and Materials (T&M) pricing arrangements require an accounting system rating of adequate as deemed by the Contracting Officer. In these instances, the contractor shall provide specific justification for negotiating subcontracts with this pricing arrangement. In the case of subcontracts with T&M or Labor Hour pricing arrangements, also identify specific additional surveillance and controls to be employed by the prime contractor to ensure that efficient performance methods are being employed.

8.0 Government Space

The Government will provide one work space and one phone with network connections, one fax machine, one computer, one printer and network connection (Navy Marine Corps Intranet (NMCI) or Research, Development, Test and Evaluation (RDT&E) network access as required) for up to one Contractor personnel under this task order. The Government will also provide the consumables for the stated equipment such as paper, toner cartridges, etc.

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The specific location(s) will be provided at time of award of the task order. The Contractor shall provide a list of employees who require access to these areas, including standard security clearance information for each person, to the Contracting Officer Representative (COR) no later than three business days after the date of award. The work space provided to the Contractor personnel shall be identified by the Awardee, with appropriate signage listing the company name and individual Contractor employee name.

Access to Government buildings at Navy Experimental Diving Unit (NEDU) is limited to the work hours specified in PWS 3.1(c). Normal work hours are from 0630 to 1700, Monday through Friday. Contractor employees shall be under Government oversight at all times. Government oversight requires that a Government employee be present in the same building/facility whenever Contractor employee(s) are performing work under this task order. Contractor personnel are not allowed to access any Government buildings at NEDU outside the hours of 0630 to 1700 without the express approval of the Procuring Contracting Officer (PCO).

In the event that NEDU operations are curtailed as a result of weather emergencies or other unplanned events, Contractor personnel shall be considered "non-essential personnel" as defined in Attachment J.3 NSAPCFLINST 3140.1B and shall follow the process for non-essential personnel.

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SECTION D PACKAGING AND MARKING

MARKING OF REPORTS (NAVSEA) (SEP 1990)

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

- 1) Name and Business address of the Contractor: Premier Consulting & Management Services Inc.
- 2) Contract number: N00178-11-D-6654
- 3) Task Order number: N/A
- 4) Whether the contract was competitively or non-competitively awarded: Competitive
- 5) Sponsor: NEDU

Name of Individual Sponsor: NEDU
Name of Requiring Activity: NEDU
City and State: Panama City, Florida

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

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SECTION E INSPECTION AND ACCEPTANCE

Inspection and acceptance of services and deliverables will be accomplished by Government personnel at the Navy Experimental Diving Unit.

All deliverables shall be FOB Destination.

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SECTION F DELIVERABLES OR PERFORMANCE

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

5000	1/9/2013 - 1/8/2014
6000	1/9/2013 - 1/8/2014
8000	1/9/2014 - 1/8/2015
8001	1/9/2015 - 1/8/2016
9000	1/9/2014 - 1/8/2015
9001	1/9/2015 - 1/8/2016

CLIN - DELIVERIES OR PERFORMANCE

Services may be performed at the Contractor facility, Navy Experimental Diving Unit (NEDU) Panama City or travel location. Location is dependent upon type of task being performed. All data deliverables shall be in accordance with the schedule as specified in Exhibit A, Contract Data Requirements List.

DURATION OF TASK ORDER PERIOD

This Task Order shall become effective on the date of award and shall continue for a period of one year. The order may continue for up to two additional years based on the Contractor's performance.

The period of performance for the Options are from date of Options through estimated 12 months thereafter.

The estimated base period of performance is as follows:

5000	1-9-13 through 1-8-14
6000	1-9-13 through 1-8-14

The estimated period of performance for the following Options are as follows:

Option 1

8000	1-9-14 through 1-8-15
9000	1-9-14 through 1-8-15

Option 2

8001	1-9-15 through 1-8-16
9001	1-9-15 through 1-8-16

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SECTION G CONTRACT ADMINISTRATION DATA

ACCOUNTING DATA

The award document will include Accounting Data at the end of Section G. All lines of accounting are listed sequentially under a heading that identifies the particular action (award or modification number) under which the funding was obligated. Under SeaPort, all funding is identified/obligated at the sub contract line item (SLIN) level. SLINs are established sequentially by the SeaPort software. Each obligation of funds receives a unique SLIN identifier, even if the funds are an increase to an existing line of accounting (ACRN). Thus, an individual functional area or Technical Instruction that is funded incrementally could have one ACRN but multiple SLINs. Accounting for expenditures and invoicing at the SLIN level is required.

PAYMENT INSTRUCTIONS

In accordance with DFARS Procedures, Guidance, and Information (PGI) 204.7108 (a) (2) - Payment Instructions, the Contracting Officer has determined that payment instructions apply to this Task Order. This Task Order contains contract line items (CLINs) that are funded by multiple accounting classifications.

- (a) This contract will be funded by multiple accounting classification citations and allotted by SLIN(s) to the main allocation CLIN(s).
- (b) Payments shall be made from the accounting classification citations from the specific SLIN(s) in which they are invoiced. Money shall not be moved from one SLIN to another SLIN to pay an invoice.
- (c) The Contractor shall cooperatively identify the appropriate SLIN(s) to the Contracting Officer's Representative (COR) prior to submitting invoice.
- (d) Additional ACRNs will be assigned when new accounting classifications are available. When adding new ACRNs or changing existing ACRNs, the above payment instructions shall apply, unless specific revised payment instructions are provided as part of a contract modification.

PAYMENT INSTRUCTIONS FOR MULTIPLE ACCOUNTING CLASSIFICATION CITATIONS

252.204-0003 Line Item Specific: Contracting Officer Specified ACRN Order. (SEP 2009)

The payment office shall make payment within the line item in the sequence ACRN order specified below; exhausting all funds in the previous ACRN before paying from the next ACRN.

Line Item ACRN Order:

CLIN(s) 5000 and 8000 as follows: Pay from the ACRN listed on the Contractor's Invoice.

GOVERNMENT CONTRACT ADMINISTRATION POINTS-OF-CONTACT

Procurement Contracting Officer:

Otis Nattiel
110 Vernon Ave
Panama City, FL 32407
Telephone: (850) 234-4852
E-mail: otis.nattiel@navy.mil

Contract Specialist

Sharon Warren
110 Vernon Ave
Panama City, FL 32407
Telephone: (850) 234-4305
E-mail: Sharon.p.warren@navy.mil

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Contracting Officer's Representative

Seth Reini
321 Bullfinch Road
Panama City, FL 32407
Telephone: (850) 230-3205
seth.reini@navy.mil

Defense Contract Management Agency (DCMA)

S1103A
DCMA Atlanta
2300 Lake Park Drive, Suite 300
Smyrna, GA 30080

Defense Finance and Accounting Services (DFAS)

HQ0038
DFAS Columbus Center; South Entitlement Operations
PO Box 182264
Columbus, OH 43218-2264

INVOICE INSTRUCTIONS (WAWF)

(a) In accordance with the clause of this contract entitled "ELECTRONIC SUBMISSION OF PAYMENT REQUESTS" (DFARS 252.232-7003); the Naval Sea Systems Command (NAVSEA) will utilize the DoD Wide Area Workflow Receipt and Acceptance (WAWF) system to accept supplies/services delivered under this contract. This web-based system located at <https://wawf.eb.mil> provides the technology for Government Contractors and authorized Department of Defense (DoD) personnel to generate, capture and process receipt and payment-related documentation in a paperless environment. Invoices for supplies/services rendered under this contract shall be submitted electronically through WAWF. Submission of hard copy DD250/invoices may no longer be accepted for payment.

(b) It is recommended that the person in your company designated as the Central Contractor Registration (CCR) Electronic Business (EB) Point of Contact and anyone responsible for the submission of invoices, use the online training system for WAWF at <http://wawftraining.com>. The Vendor, Group Administrator (GAM), and sections marked with an asterisk in the training system should be reviewed. Vendor Quick Reference Guides also are available at <http://acquisition.navy.mil/navyaos/content/view/full/3521/>. The most useful guides are "Getting Started for Vendors" and "WAWF Vendor Guide."

(c) The designated CCR EB point of contact is responsible for activating the company's CAGE code on WAWF by calling 1-866-618-5988. Once the company is activated, the CCR EB point of contact will self-register under the company's CAGE code on WAWF and follow the instructions for a group administrator. After the company is setup on WAWF, any additional persons responsible for submitting invoices must self-register under the company's CAGE code at <https://wawf.eb.mil>.

(d) The Contractor shall use the following document types, DODAAC codes and inspection and acceptance locations when submitting invoices in WAWF:

Type of Document (contracting officer check all that apply)

☒ Invoice (FFP Supply & Service)
☐ Cost Voucher (Cost Reimbursable, T&M, LH, or FPI)

DODAAC Codes and Inspection and Acceptance Locations (contracting officer complete appropriate information as applicable)

ISSUE DODAAC	N0463A
ADMIN DODAAC	N61331

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PAY OFFICE DODAAC	HQ0338
INSPECTOR DODACC	LEAVE BLANK
SERVICE ACCEPTOR DODAAC	N0463A
SERVICE APPROVER DODAAC	N0463A
SHIP TO DODAAC	LEAVE BLANK
DCAA AUDITOR DODAAC	LEAVE BLANK
LPO DODAAC	LEAVE BLANK
INSPECTION LOCATION	DESTINATION
ACCEPTANCE LOCATION	DESTINATION

Attachments created in any Microsoft Office product may be attached to the WAWF invoice, e.g., backup documentation, timesheets, etc. Maximum limit for size of each file is 2 megabytes. Maximum limit for size of files per invoice is 5 megabytes.

(e) Before closing out of an invoice session in WAWF, but after submitting the document(s), you will be prompted to send additional email notifications. Click on "Send More Email Notification" and add the acceptor/receiver email addresses noted below in the first email address block, and add any other additional email addresses desired in the following blocks. This additional notification to the Government is important to ensure that the acceptor/receiver is aware that the invoice documents have been submitted into WAWF.

Send Additional Email Notification To:

seth.reini@navy.mil

Sharon.p.warren @navy.mil

(f) The Contractor shall submit invoices/cost vouchers for payment per contract terms and the Government shall process invoices/cost vouchers for payment per contract terms. Contractors approved by DCAA for direct billing will submit cost vouchers directly to DFAS via WAWF. Final voucher submission will be approved by the ACO.

(g) If you have any questions regarding WAWF, please contact the WAWF helpdesk at the above 1-866-618-5988 number or the WAWF point of contact Janet Stone at (850) 636-6085. Questions may be sent via email to Janet.stone@navy.mil.

EARLY DISMISSAL AND CLOSURE OF GOVERNMENT FACILITIES

When a Government facility is closed and/or early dismissal of Federal employees is directed due to severe weather, a security threat, or a facility-related problem that prevents personnel from working, on-site Contractor personnel regularly assigned to work at that facility should follow the same reporting and/or departure directions given to Government personnel. The Contractor shall not direct charge to the contract for time off, but shall follow parent company policies regarding taking leave (administrative or other). Non-essential Contractor personnel, who are not required to remain at or report to the facility, shall follow their parent company policy regarding whether they should go/stay home or report to another company facility. Subsequent to an early dismissal and during periods of inclement weather, on-site Contractors should monitor radio and television announcements before departing for work to determine if the facility is closed or operating on a delayed arrival basis.

When Federal employees are excused from work due to a holiday or a special event (that is unrelated to severe weather, a security threat, or a facility-related problem), on-site Contractors will continue working established work hours or take leave in accordance with parent company policy. Those Contractors who take leave shall not direct charge the non-working hours to the Task Order.

Contractors are responsible for predetermining and disclosing their charging practices for early dismissal, delayed openings, or closings in accordance with the FAR, applicable cost accounting standards, and company policy. Contractors shall follow their disclosed charging practices during the Task Order period of performance, and shall not follow any verbal directions to the contrary. The Contracting Officer will make the determination of cost allowability for time lost due to facility closure in accordance with FAR, applicable Cost Accounting Standards, and

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SECTION H SPECIAL CONTRACT REQUIREMENTS

5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

(a) DEPARTMENT - means the Department of the Navy.

(b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) – All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.

(c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION – All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.

BASIC CONTRACT CLAUSES

As applicable, all clauses contained in the basic, multiple award contract apply to any Task Order resulting from this solicitation.

CHANGES IN KEY PERSONNEL

(a) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. 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 180 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 key personnel 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 thirty (30) days, or forty-five (45) 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;
- 4) A chart summarizing the years of experience and professional development for the individuals involved in the substitution; and
- 5) 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 key 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.

NAVSEA 5252.242-9115 TECHNICAL INSTRUCTIONS (APR 1999)

(a) Performance of the work hereunder may be subject to written technical instructions signed by the Contracting Officer's Representative specified in Section G of this contract. 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

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emphasis, fill in details or 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 description.

(b) Technical instructions must be within the general scope of work stated in the contract. Technical instructions may not be used to: (1) assign additional work under the contract; (2) direct a change as defined in the "CHANGES" clause of this contract; (3) increase or decrease the contract price or estimated contract 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 contract.

(c) If, in the opinion of the Contractor, any technical instruction calls for effort outside the scope of the contract 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 this contract.

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

CAPPED RATES

The Offeror shall apply realistic rates that do not exceed the maximum capped rates contained in the basic contract. The Offeror shall identify each capped rate contained in its SeaPort contract. The capped rates shall not be exceeded. The capped rates shall flow down and become a part of the Task Order awarded as a result of this solicitation.

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SECTION I CONTRACT CLAUSES

52.222-41: Service Contract Act Requirements;

52.222-42: Statement of Equivalent Rates for Federal Hires

In accordance with the service contract act of 1965, as amended, and the regulations of the secretary of labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

See attachment J.1 for rates.

Fringe benefits include paid federal holidays, annual and sick leave, health, dental, optical, and life insurance.

52.222-43: SCA and FLSA price adjustment (option contracts)

52.219-14 Limitations on subcontracting. (Nov 2011)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) *Applicability.* This clause applies only to—

(1) Contracts that have been set aside or reserved for small business concerns or 8(a) concerns;

(2) Part or parts of a multiple-award contract that have been set aside for small business concerns or 8(a) concerns; and

(3) Orders set aside for small business or 8(a) concerns under multiple-award contracts as described in [8.405-5](#) and [16.505\(b\)\(2\)\(i\)\(f\)](#).

(c) By submission of an offer and execution of a contract, the offeror/contractor agrees that in performance of the contract in the case of a contract for—

(1) *Services (except construction).* at least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) *Supplies (other than procurement from a nonmanufacturer of such supplies).* the concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) *General construction.* the concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) *Construction by special trade contractors.* The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

09RA 52.217-9 -- Option To Extend the Term of the Contract. (Mar 2008)

(a) The government may extend the term of this contract by written notice to the contractor within 30 days prior to completion of the base period; provided that the government gives the contractor a preliminary written notice of its intent to extend at least 60 days before the contract 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 years.

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SECTION J LIST OF ATTACHMENTS

Attachment	Description	Date
J.1	Department of Labor Wage Determination 2005-3008 Revision 13	6/13/2012
J.2	DD 254	6/26/2013
J.3	NSAPCFLINST 3140.1B Destructive Weather Plan	12/2/2008
J.4	Contract Data Requirements List (CDRL)	11/16/2012
J.5	Department of Labor Wage Determination 2005-3008 Revision 15	6/19/2013
J.6	Quality Assurance Surveillance Plan (QASP)	2/14/2014