

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
J

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
02

3. EFFECTIVE DATE  
04-Apr-2016

4. REQUISITION/PURCHASE REQ. NO.  
4306329

5. PROJECT NO. (If applicable)  
N/A

6. ISSUED BY CODE

N33191

7. ADMINISTERED BY (If other than Item 6)

CODE N33191

NAVFAC EUROPE  
PSC 817 Box 51 FPO  
AE 09622-0051

NAVFAC EUROPE  
PSC 817 Box 51 FPO  
AE 09622-0051

SCD: C

elaine.dellisola@eu.navy.mil 314-626-7737

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code)

Planate Management Group LLC  
3631 Ransom Place  
Alexandria VA 22306

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

[X]

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-10-D-6237-EJ09

10B. DATED (SEE ITEM 13)

24-Sep-2015

CAGE CODE 4XZF6

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.

- (\*)  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.
- 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).
- C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
- [X] D. OTHER (Specify type of modification and authority)  
NFAS 5252.217-9301 - Option to Extend the Term of the Contract - Services (JUN 1994)

E. IMPORTANT: Contractor  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)


ELAINE R DELL'ISOLA, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

BY  /s/ELAINE R DELL'ISOLA

04-Apr-2016

(Signature of person authorized to sign)

(Signature of Contracting Officer)

NSN 7540-01-152-8070

30-105

STANDARD FORM 30 (Rev. 10-83)

PREVIOUS EDITION UNUSABLE

Prescribed by GSA  
FAR (48 CFR) 53.243

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## GENERAL INFORMATION

N00178-10-D-6237-EJ09: This is a FFP MAC IDIQ task order to provide Planning and Program (Community Planner) support services for the Asset Management Business Line, PWD Bahrain, NAVFAC EURAFSWA located at NSA Bahrain.

Modification #02: The purpose of this modification is to:

1. Exercise Option Year 1, CLIN 8001. Accordingly, subject Task Order is modified as follows:
  - a. Exercise OY1, CLIN 8001,
  - b. As a result of this modification, the cumulative contract price is increased by
  - c. The contract performance period is changed from '30 September 2015 through 29 September 2016' to '30 September 2016 through 29 September 2017.'
2. All other terms and conditions of this task order remain unchanged.
3. Distribution: C. Dunn, Contracting Officer's Representative (COR)
4. MOD REASON CODE: OPTN

A conformed copy of this Task Order is attached to this modification for informational purposes only.

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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
8000	R499	BASE PERIOD: PLANNING AND PROGRAM SUPPORT (Community Planner)- The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of the Asset Management Business Line (AMBL), Public Works Department Bahrain. (O&MN,N)	12.0	MO		
800001	R499	Funding Document N3049B15RC214B1 (O&MN,N)				
800002	R499	Funding Document N0005215RC001A8 (O&MN,N)				
8001	R499	OPTION PERIOD 1: PLANNING AND PROGRAM SUPPORT (Community Planner)- The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of the Asset Management Business Line (AMBL), Public Works Department Bahrain. (O&MN,N)	12.0	MO		

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## **SECTION C DESCRIPTIONS AND SPECIFICATIONS**

### **PERFORMANCE WORK STATEMENT FOR PLANNING AND PROGRAM SUPPORT SERVICES FOR NAVAL SUPPORT ACTIVITY (NSA) BAHRAIN**

#### **1. SCOPE**

Under this task order, the Contractor(s) will independently provide services as set forth in this document in support of the overall operational objectives of Naval Facilities Engineering Command Europe Africa Southwest Asia (NAVFAC EURAFSWA), Naval Support Activity (NSA) Bahrain Public Works Department. The primary duties are to provide Planning and Program (i.e. Community Planner) support services for the Asset Management Business Line of the Facilities Management Division, Public Works Department Bahrain, NSA Bahrain.

The Contractor shall provide oversight and administration of all Contractor personnel and shall direct the efforts in response to specific task orders, work requirements and administrative support needs. This includes addressing all Community Management, Human Resource needs, planning and coordinating leave, and conducting employee reviews and appraisals. Contractor personnel will perform independent of and without the supervision of any Government official.

In performing this PWS, the Contractor shall make observations and write factual reports and provide recommendations. The Contractor shall not make decisions or judgments with respect to the adequacy of a BOS contractor's compliance and performance since those decisions will be made by Government personnel. Additionally, Government personnel will make the final decisions with respect to the development of statements of work (SOW), work scope, and cost estimates. Actions of Contractor personnel may not be interpreted or implemented in any manner that results in any Contractor personnel creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

The Contractor shall be responsible for ensuring the accuracy, timeliness and completion of all tasks under this effort. The Contractor shall be responsible for providing all materials, equipment and labor, to include technically qualified personnel to perform the services identified, unless specifically excluded in this PWS.

The Contractor's Management Plan will outline how contractor personnel on the task order will be managed to perform the requirements of the contract. It is permissible to submit an updated version of the management plan submitted in response to Section M of the solicitation.

The Contractor(s) performing work under this PWS shall provide personnel with experience, qualifications, certifications, licenses, physical abilities and other requirements in this PWS to meet performance period, location, and security requirements as defined. Within three working days following award, the Contractor must submit documentation verifying that each employee assigned to perform work meets or exceeds the qualification requirements stated herein for Government acceptance. This submission of qualifications requirement remains for any subsequent employees.

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If, during the performance of services, any Contractor employee cannot continue to meet the requirements for any reason, the Contractor shall ensure that there is no gap in services longer than 14 calendar days per occasion or 21 cumulative calendar days annually. However, the Government reserves the right to prorate payment for such services not performed. In such cases, the Contractor POC stated in Paragraph 25 shall coordinate absences or leave with the Government Project Officer stated in Paragraph 24 and the Administrative Contract Specialist as early as possible.

## **2. ORGANIZATION**

These services will be performed at NSA Bahrain in support of the Asset Management Branch Director who reports to the Facilities Management Branch lead.

## **3. TASKS/SERVICES**

### **3.A Planning / Program Support Services:**

The Contractor's role is to support NSA Bahrain and its Clients with identifying, defining, developing, surveying, evaluating, and providing recommendations on how to utilize space within existing facilities at Main Base, BANZ Warehouse complex, and the Waterfront area. Planning Program support services requirements include the responsibilities for planning for optimal use of facilities (space planning), developing requirements (Basic Facility Requirements), evaluating existing space based on user requirements (Asset Evaluations and/or space use assessment), and developing an implementation plan to achieve optimal use of facilities. The Contractor shall: work with Government Clients to identify and define user space requirements; validate existing facility use and floorplan, conduct a gap analysis; facilitate workshops and meetings; develop optimization plan; identify steps to optimize space and meet user requirements; prepare space allocation requests and notification letters; calculation of Basic Facility Requirements (BFR); and conduct Asset Evaluation Surveys.

The basis of personnel for planning program support is estimated at two (2) full-time equivalents per 12 months level of effort and does not include personal and sick leave or any other time that does not directly support the services outlined in this paragraph. Personnel are expected to perform at a pace no more than 40 work hours per week, unless there is an official United States holiday listed in 8A during the week. As support is not normally required during official holidays, the required level of support is reduced by 8 hours for each holiday.

Planning and Program support services include, but are not limited to:

3.A.1 - Make visits to work sites to obtain information on facility/site conditions to develop and recommend appropriate unit relocations to improve the utilization of space.

3.A.2 - Review and recommend changes to iNFADS based on walking survey/validation of current user and facilities.

3.A.3 – Review facility energy and condition data and make recommendations which facilities need to be retained, upgraded, or demolished and recommend updates for Configuration rating in iNFADS.

3.A.4 - Interact with tenant commands, contractors and Public Works to identify unit functional relationships, evaluate adequacy and conflicts, and develop recommended solutions.

3.A.5 - Interact with tenant commands, contractors and Public Works to identify current and future missions, tasks, workload, personnel base loading for organizational elements at NSA Bahrain.

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3.A.6 - Review current and activity approved special and focused studies and tools (such items could include but are not limited to: Traffic and Parking, Encroachment Planning, and Force Protection recommendations) and incorporate them into proposed relocations for space optimization.

3.A.7 - Interact with tenant commands, Base Command Staff, contractors and Public Works to develop facility requirements by Category Code(s) for each stakeholder.

3.A.8 - Conduct a gap analysis between existing space and the facility requirement for each stakeholder to document inadequate space utilization, inefficiently sized areas, and recommend appropriate corrective actions.

3.A.9 – Conduct a workshop and meetings with primary stakeholders and Public Works staff to develop up to three different scenarios to optimize the use of space based on data collected, functional relationships, gap analysis, and stakeholder feedback.

3.A.10 - Develop draft space optimization plan based on the workshop alternatives considered and the rationale for the selection of the preferred alternative to be carried forward for development. Optimization plan will include cost estimates of any make-ready work, renovation work, and moving costs required for tenant relocations.

3.A.11 - Develop a time-phased implementation plan based on preferred alternative to document steps (relocation, renovation, consolidation, construction and demolition ) to optimize the use of space and meet user requirements.

3.A.12 - Review and update BFR documents for multiple category codes with the Facility Requirements Plan (FRP). Document all calculations used to update BFR and provide for upload into iNFADS.

3.A.13 – Review applicable BFR guidelines to apply/interpret guidelines to ascertain if end-user requirements can be met by current facility assets and programmed facilities with a BOD of October 2020.

3.A.14 - Participate in regular progress meetings with tenant commands, contractors, Base Command Staff, Public Works officials and other interested parties regarding work in progress, completed, project status, discuss problems and provide recommendations to resolve issues.

3.A.15 - Participate in all "Partnering" activities with tenant commands, contractors and Public Works (workshops, meetings, etc.) as requested .

3.A.16 - Complete all training the Government deems necessary. Training may be either for professional development that the Government determines will enable the service provider to provide enhanced support, or may be on general topics such as, Equal Employment Opportunity, Sexual Harassment, Trafficking in Persons, etc.

3.A.17 – Perform Asset Evaluation Surveys to recheck facilities identified by AM with a physical walk-through of each building to determine if any floor plan revisions have been made, and then update all existing electronic drawings to reflect their current architectural configuration. Updates will be scaled to reflect the buildings’ actual size, and will include representation of all existing interior and exterior walls, doors, windows, columns, room numbers, elevators, and stairs (or steps).and annotate any physical changes to the digital architectural floorplan using .

3.A.18 – Create electronic drawings (AutoCADD) for any surveyed building where none exist. Drawings will be scaled to reflect the buildings’ actual size, and will include representation of all

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existing interior and exterior walls, doors, windows, columns, room numbers, elevators, and stairs (or steps) and annotate any physical changes to the digital architectural floorplan GRX (a GIS viewing platform used by the Navy PWD).

3.A.19 Prepare space approval letters for command endorsement. Following endorsement transmit and coordinate as required with tenant commands.

3.A.20 Conduct other planning support services as directed by the PWD, such as development of DD Form 1391 for SRM / MILCON projects, site approval, real estate leasing action (RLA) packages, and other various planning studies.

#### **4. DELIVERABLES**

All tasks/services shall be performed on time, accurately, and completely. Contractor shall submit a weekly project status report for any assigned project to the applicable personnel depicted in the Chart 4A, and attend any project meetings, as requested by the Asset Management Branch Head. For the purposes of submission, the following personnel, or their designated representatives, are designated to receive submittals:

Contracting Officer (KO)  
Contracting Officer's Representative (COR)  
Asset Management Branch Head (AMBH)

##### **4.A. Planning Program support services:**

The Contractor shall be responsible for timely submission of the deliverables identified in the table below:

<b>Deliverable</b>	<b>Reference</b>	<b>When due</b>	<b># copies</b>	<b>Submit to</b>
Contractor Project Officer	25	Two working days following award	1	KO
Documentation (i.e. resumes) indicating personnel meet or exceed qualifications	1	Three working days following award	1	KO / COR
Management Plan (Updated version)	1	Five working days following award (if required by KO)	1	KO / COR
Project Status Report	4	Friday each week	1	KO / COR / AMBH
Summary of Support Actions	4	Last working day of each month	1	KO / COR / AMBH

#### **5. CERTIFICATIONS, LICENSES, PHYSICAL REQUIREMENTS OR OTHER EXPERTISE REQUIRED**

Contractor personnel performing services under each representative area must meet the following requirements and have the following licenses and/or certifications for each respective position:

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## **5.A Planning Program Support Services:**

5.A.1 - Extensive technical and practical knowledge and experience (at least 3 years) as a Planner or Engineer on Department of Navy or other Department of Defense Facility Planning Projects.

5.A.2 – Planner shall possess at minimum a Bachelor’s of Science/Art degree (or European/Southwest Asian equivalent) in Community Planning, Engineering, or Landscape Architecture that sufficiently prepares the incumbent to apply knowledge of facility planning principles, policies and procedures with the Navy Shore Facility Planning System. Facility Planners shall be AICP certified; Engineers and Architects shall be registered (or European/Southwest Asian equivalents).

5.A.3 - Demonstrated working knowledge of the theories of planning and possess the ability to creatively apply their knowledge and specialize skills to unique requirements or obscure problems.

5.A.4 - Demonstrated analytic skills in analyzing planning, engineering, management, and a variety of other data to formulate appropriate alternatives and benefits/liabilities identification.

5.A.5 - Experience demonstrating a sound understanding of Navy organizations.

5.A.6 - Ability to write and speak fluent English in order to provide reports and make presentations to Government personnel. Upon Government acceptance of contractor personnel, the Government has the right to include a probationary period to examine the contractor personnel's ability to accomplish this task.

5.A.7 - Knowledge of office automation systems in order that several types of software such as Microsoft Office may be used for various office needs such as graphs, tables, and charts.

5.A.8 - Knowledge of management and analysis techniques to identify, consider, and resolve issues or problems.

5.A.9 - Skill in briefing managers and in communicating tentative recommendations regarding efficiency in program operations.

5.A.10 - Apply fundamental planning and engineering concepts, terminology, units of measurement (both metric and US), and their inter-relationship common to all branches of planning, architecture, engineering, project management and financial management.

5.A.11 Knowledge of critical thinking skills, mathematics, and architectural engineering design.

5.A.12 – Most of the physical demands consist of office related activities, but will require the ability to perform activity while working outdoors in extreme heat or cold during the facility survey portion of the task. Assigned Contractor personnel must present medical certificate of physical qualification showing that they are physically capable of performing the tasks outlined in the PWS.

5.A.13 - Demonstrated knowledge of safety and occupational health principles, practices, procedures, laws and regulations as they relate to maintenance performance requirements. (Outlined in the EM-385-1-1 and 29 CFR).

5.A.14 - Must successfully pass required security background investigation, see paragraph 11 for complete security requirements.

5.A.15 – Demonstrated knowledge of AutoCADD and GIS. Contractors offering contract employees with experience in Navy iNFADS system will be given preference.



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5.A.16 Demonstrated knowledge of SCIF facilities and requirements that can be incorporated into overall planning efforts to ensure proper space management utilization.

5.A.16 - At least one (1) contractor personnel must be a United States Citizen and shall possess a valid SECRET clearance. Confirmation of the clearance will be performed by the Government through the Joint Personnel Adjudication System (JPAS).

## **6. PLACE OF PERFORMANCE**

Services will be primarily performed on government facilities but may occasionally be provided off-site depending on program requirements. On-site work will be performed primarily at the government facilities onboard NSA Bahrain.

## **7. PERIOD OF PERFORMANCE**

The period of performance onsite at NSA Bahrain is one calendar year from effective date of contract, as stated in block 3 of the award document (DD-1155), referred to as the base period.

Personnel supporting this contract must be in place at NSA Bahrain and ready to perform work upon start of each performance period, as indicated in "Section F – Deliveries or Acceptance." This task order includes one (1) option period, which may be unilaterally exercised by the Government. The option periods shall not exceed 12 months in duration. All terms and conditions applicable to the base period shall extend to the option period unless otherwise agreed upon in writing.

## **8. OPERATIONAL HOURS**

The Contractor shall coordinate actual work schedule with the Asset Management Branch Head (AMBH) or Facilities Management Director (FMD) and the COR. Services delineated in this PWS are expected to be performed by contractor personnel during normal Government work days, unless there is an official United States holiday listed in 8A during the week. The Government's normal business hours at NSA Bahrain are Sunday thru Thursday. As support is not normally required during official holidays, the required level of support is reduced by 8 hours for each holiday. As a result, Contractor personnel are not expected to provide support during United States official holidays. Additionally, Kingdom of Bahrain national holidays in 8.B are listed for reference.

Contract personnel are expected to provide services during Kingdom of Bahrain holidays, but need to be prepared to make allowances for impacts that these dates may have on the ability to successfully complete necessary services. Emergency situations may require immediate response during normally off-duty hours, as directed by the COR and may require temporary adjustments to normal work schedules.

8.A United States official holidays (dates may vary each year):

Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin Luther King's Birthday  
Presidents Day  
Memorial Day

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Independence Day  
Labor Day

8.B Kingdom of Bahrain official holidays (dates may vary for option years):

New Year's Day  
Eid Al Oumal (Workers' Day)  
National Day of Bahrain  
Accession Day  
Islamic New Year (Hijri New Year)  
Day of Ashura  
Prophet Muhammad's Birthday  
Little Feast (end of Ramadan)  
Arafat Day  
Feast of the Sacrifice (Big Feast)

## 9. OVERTIME

The functions described in Paragraph 3 above are considered exempt as defined in the U.S. Fair Labor Standards Act. As such, the CLIN prices offered by the contractor are considered to include a reasonable amount of hours beyond a 40-hour workweek.

## 10. PAYMENT FOR UNAUTHORIZED WORK

No payments will be made for any unauthorized supplies and/or services or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of their own volition or at the request of an individual other than the COR or Contracting Officer. All changes to the specifications, terms, and conditions under this task order require a modification to the task order executed by the Contracting Officer.

## 11. SECURITY REGULATIONS AND REQUIREMENTS

11.1 Work under this task order is UNCLASSIFIED, but due to the sensitive nature of several facilities, the Contractor assigned personnel must have and maintain "Secret" clearance prior to beginning work. The Contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this task order. The Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and Government personnel work products that are obtained or generated in the performance of this task order.

11.2 Within three (3) days after award, the Contractor shall provide a list identifying the Contractor staff including: FIRST NAME, LAST NAME, MIDDLE INITIAL, NICKNAME, COUNTRY OF CITIZENSHIP, and JOB TITLE. This information will be used for obtaining and issuing Common Access Cards (CAC).

11.3 **COMPLETED AND FINAL** National Agency Checks with Inquiries (NACI) and FBI Fingerprint (submit via a SF-85P) **ARE REQUIRED** for access to computer network based project files and emails. NO EXCEPTIONS currently allowed.

11.4 In accordance with the NSA Bahrain base regulations any host nation personnel, Bahraini's, Egyptians, Lebanese, or Arabs selected by the Contractor to fill these positions may not be Shi'ite Muslim.

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11.5 The Contractor shall not discuss U.S. Government business outside of official forums.

11.6 No drug use at any time while performing duties on or off base will be tolerated.

## **12. REIMBURSABLE EXPENSES (TRAVEL, CONFERENCE, TRAINING, EQUIPMENT OR MATERIALS, ETC.)**

12.1 Travel is not required in the normal completion of duties, however may be required for completion of duties in at the Bahrain airport and Isa Air Base (approximately 1.5 hours from NSA Bahrain by vehicle).

12.2 The cost and means of local travel is the responsibility of the Contractor. The Government is not required to provide transportation to any Contractor employee.

12.3 Conference attendance is not expected as part of this PWS. If contract is required to attend conference, cost will be paid by government for attendance.

12.4 Training may be required as part of the required tasks. Training would be provided by the government either on line or in person during regular working hours.

## **13. TASK ORDER TYPE**

This will be a Firm Fixed-Price task order contract.

## **14. ADMINISTRATIVE CONSIDERATIONS**

Correspondence: To promote timely and effective administration, correspondence shall be subject to the following procedures:

- Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the COR.
- All other correspondence (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this PWS) shall be addressed to the Contracting Officer

## **15. NON-PERSONAL SERVICES STATEMENT**

Contractor personnel performing services under this order will be controlled, directed, and supervised at all times by management personnel of the Contractor. Contractor management will ensure that their personnel properly comply with the performance work standards outlined in the statement of work. Contractor personnel will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. The tasks, duties, and responsibilities set forth in the task order may not be interpreted or implemented in any manner that results in any Contractor employee creating or modifying Federal policy, obligating the appropriated funds of the United States Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee, or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

## **16. CONTRACTOR INTERFACE**

The Contractor and/or his Subcontractors may be required as part of the performance of this effort

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to work with other Contractors working for the Government. Such other Contractors shall not direct this Contractor or this Contractor's Subcontractors in any manner. Also, this Contractor and/or its Subcontractors shall not direct the work of such other Contractors in any manner, unless the actions of any other personnel pose immediate danger to life or health of personnel.

## **17. DISCLOSURE OF INFORMATION**

Information made available to the Contractor by the Government for the performance or administration of this effort shall be used only for those purposes and shall not be used in any other way without the written agreement of the Contracting Officer. The Contractor agrees to assume responsibility for protecting the confidentiality of Government records and other records disclosed or made available to the Contractor in connection with the performance of this contract, which is not public information. Each Contractor or employee of the Contractor to whom information may be made available or disclosed shall be notified in writing by the Contractor that such information may be disclosed only for a purpose and to the extent authorized herein.

## **18. ACCESS TO PROPRIETARY DATA**

Performance of this effort may require the Contractor to access and use data and information proprietary to a Government agency or Government Contractor which is of such a nature that its dissemination or use, other than in performance of this effort, would be adverse to the interests of the Government and/or others. Contractor and/or Contractor personnel shall not divulge or release data or information developed or obtained in performance of this effort except to authorized Government personnel or upon written approval of the Contracting Officer. The Contractor shall not use, disclose, or reproduce proprietary data that bears a restrictive legend, other than as required in the performance of this effort. Nothing herein shall preclude the use of any data independently acquired by the Contractor without such limitations or prohibit an agreement at no cost to the Government between the Contractor and the data owner which provides greater rights to the Contractor.

## **19. QUALITY ASSURANCE**

The Government designated point of contact in paragraph 24 will review, for completeness, preliminary or draft documentation that the Contractor submits, and may return it to the Contractor for correction. Absence of any comments by the designated point of contact will not relieve the Contractor of the responsibility for complying with the requirements of this work statement. Final approval and acceptance of documentation required herein shall be by written approval and acceptance by the designated point of contact. The Contractor shall not construe any letter of acknowledgment of receipt material as a waiver of review, or as an acknowledgment that the material is in conformance with this work statement. Any approval given during preparation of the documentation, or approval for shipment shall not guarantee the final acceptance of the completed documentation.

## **20. GOVERNMENT FURNISHED PROPERTY/INFORMATION**

20.1 The Government shall provide introductions to Contractor personnel of all key Government representatives along with a briefing on their roles and functions in the organization, initial familiarization/orientation of task requirements, and any required hardware and software manuals or other documentation. Published guidance will be provided by the Government as needed, including but not limited to a variety of Federal, Department of Defense, Department of Navy, or Naval Facilities Engineering Command publications, manuals, directives, standards, policies, and procedures.

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20.2 The Government will provide safety vests and hard hats. All other Personal Protective and Safety Equipment shall be provided by the Contractor. The Government will provide furnished administrative working space for Contractor personnel located onsite at NSA Bahrain. Report generation and tracking through the use of Government databases are necessary functions for the services provided in this PWS, therefore the Government will furnish computer assets for these functions, but the contractor is required to provide laptop computers with AutoCADD and Microsoft office program suite for each contract employee in order to update documents when unable to access government computers.

20.3 The Government will provide Government vehicles to Contractor personnel for the performance of any site visits or inspections.

## **21. OTHER TERMS AND CONDITIONS**

Individuals assigned as Contractor personnel will not serve on Technical Evaluation Boards, Price Evaluation Boards or Source Selection Boards as a voting or advisory member without first receiving approval for the use of advisory and assistance services by the NAVFAC Acquisition proponent in accordance with NFAS 37.203. In addition, these individuals will not be assigned as a Contracting Officer's Authorized Representative or Real Estate Contracting Officers.

## **22. IMMIGRATION AND VISA REQUIREMENTS**

22.1 The Contractor bears sole responsibility to ensure that all necessary paperwork, fees, and sponsorship requirements necessary to obtain required visa and comply with all Bahraini immigration regulations to work in Bahrain are satisfied.

22.2 Bahrain Contractor Visa Instructions describing the process for contractor visas is provided as an attachment. The contents of such instructions are current at time of solicitation of this project, but is subject to change at any time. The information in such instruction is provided to assist the contractor in understanding, in general terms, the contractor visa process and is not intended to bind either party contractually. The contractor is required to independently verify actual visa requirements to best satisfy the requirements of this PWS.

## **23. HOUSING AND TRANSPORTATION**

The contractor is responsible for all lodging, meals, commuting costs, and incidental costs for their personnel while they are at NSA Bahrain. The contractor is also responsible for all relocation related costs for their personnel. The Government will not provide housing, meals or transportation for personnel's commute to and from work.

## **24. GOVERNMENT PROJECT OFFICER**

The Government Project Officer will provide general instructions to Contractor POC in Paragraph 25 on limitations and deadlines, and is responsible for administration of the task order in compliance with the contract to include inspection and acceptance of deliverables.

Contracting Officer's Representative (COR)  
Clifton Dunn, Community Planner  
E-mail: [Clifton.Dunn@eu.navy.mil](mailto:Clifton.Dunn@eu.navy.mil)  
Phone: +39-081-568-5459

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## **25. CONTRACTOR PROJECT OFFICER**

The Contractor will provide the Government project officer a single point of contact as the designated individual to receive direction from the Government. This individual will be responsible for directing the Contractor personnel. Should a Contractor Project Officer change anytime during the term of this task order contract, the contractor shall notify the Contracting Officer (KO) and the Contracting Officer's Representative (COR) of such change.

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## **SECTION D PACKAGING AND MARKING**

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

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## **SECTION E INSPECTION AND ACCEPTANCE**

FAR Clause 52.246-4 INSPECTION OF SERVICES - FIXED PRICE applies.



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## **SECTION F DELIVERABLES OR PERFORMANCE**

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

8000	9/30/2015 - 9/29/2016
8001	9/30/2016 - 9/29/2017

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

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

8000	9/30/2015 - 9/29/2016
8001	9/30/2016 - 9/29/2017

Services to be performed hereunder will be provided at NSA Bahrain.

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## SECTION G CONTRACT ADMINISTRATION DATA

### SECTION G - CONTRACT ADMINISTRATION DATA

#### 1.0 ADMINISTRATIVE CONTRACTING OFFICES AND PAYING OFFICES

1.1 The Contract Administrative Office for this contract is:

Naval Facilities Engineering Command Europe Africa Southwest Asia  
Attn: Elaine Dell'Isola, Contract Specialist  
Viale Porte, Box 51  
Aeroporto Capodichino  
80144 Napoli, Italia

1.2 Payments will be made via Electronics Transfer by:

DFAS Cleveland  
P.O. Box 998022  
Cleveland, OH 44199

#### 2.0 WAWF INVOICING PROCEDURES

##### WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) *Definitions.* As used in this clause ---

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, THE Contractor shall---

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order.

(1) *Document type.* The Contractor shall use the following document type(s): NAVCON

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

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Inspection location: N33191  
Acceptance location: N33191

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	N68732
Issue By DoDAAC	N33191
Admin DoDAAC	N33191
Inspect By DoDAAC	N33191
Ship To Code	N/A
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N33191
Accept at Other DoDAAC	N/A
LPO DoDAAC	N33191
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable, and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the government e-mail addresses identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Inspector: Clifton Dunn [Clifton.Dunn@eu.navy.mil](mailto:Clifton.Dunn@eu.navy.mil)  
 Acceptor: Elaine Dell'Isola [elaine.dellisola@eu.navy.mil](mailto:elaine.dellisola@eu.navy.mil)  
 Certifying Official: Maryann Hough [maryann.hough@eu.navy.mil](mailto:maryann.hough@eu.navy.mil)

(g) *WAWF point of contact.*

(1) *WAWF point of contact.* The NAVFAC WAWF point of contact for this task order contract can be reached at [NAVFACACQ\\_INV@eu.navy.mil](mailto:NAVFACACQ_INV@eu.navy.mil). The Contractor shall enter the email address identified herein in the "send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

*(End of WAWF Clause)*

### 3.0 TECHNICAL POINT OF CONTACT AND INSPECTION AND ACCEPTANCE

The Contracting Officer's Representative (COR) under this Task Order and the person responsible for performing inspection and acceptance of the contractor's performance at the destination is:

Contracting Officer's Representative (COR)  
 Clifton Dunn or designated successor  
 E-mail: [Clifton.Dunn@eu.navy.mil](mailto:Clifton.Dunn@eu.navy.mil)  
 Phone: +39-081-568-5459

### 4.0 PAYMENT INSTRUCTIONS AND INFORMATIONAL SLINS

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DFARS 252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN Funding of the line item being billed.

**5.0 CONTRACTOR'S FINAL RELEASE INSTRUCTIONS**

Before the final payment under this task order is made, the Contractor shall complete and submit to the Contracting Officer, a NAVFAC "Contractor's Release Statement."

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## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

**1.0 Logistical Support will be provided to the service provider in the form of access to the Navy Exchange.**

### **2.0. Contractor and Contract Employee Requirements:**

#### **2.1.1. Contract employees shall answer the phone as follows:**

(Name) / (Name of Contractor) Support Contractor

#### **2.1.2. All Contractor documents shall include the following:**

(Name)  
Community Planner  
(Company Name)  
Support Contractor for NAVFAC EURAFWSA, NSA Bahrain

#### **2.1.3. Emails shall include the following:**

(Name)  
Community Planner  
(Company Name)  
Support Contractor for NAVFAC EURAFWSA, NSA Bahrain

#### **2.1.4. Cubicles/workstation shall exhibit the following:**

(Name)  
Community Planner  
(Contractor Name) / Contractor Support

#### **2.1.5. Hard Hats shall be NAVFAC Issued Hard Hats and include the following:**

(Company Name)  
Support Contractor

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## SECTION I CONTRACT CLAUSES

IN ADDITION TO THE PROVISIONS AND CLAUSES INCORPORATED IN THE BASIC MAC CONTRACT, THE FOLLOWING APPLY:

### PROVISIONS / CLAUSES BY REFERENCE:

FAR 52.204-10 – REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

FAR 52.214-34 - SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

FAR 52.228-3 – WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT). (APR 1984)

FAR 52.228-4 - WORKERS COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

FAR 52.229-6 - TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)

FAR 52.237-1 - SITE VISIT (APR 1984)

FAR 52.237-2 - PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

FAR 52.246-4 - INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)

FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

DFARS 252.201-7000 CONTRACTING OFFICER’S REPRESENTATIVE. (DEC 1991)

DFARS 252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)

DFARS 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)

DFARS 252.229-7000 - INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)

DFARS 252.229-7001 - TAX RELIEF (JUN 1997)

DFARS 252.232-7008 - ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)

DFARS 252.233-7001 - CHOICE OF LAW (OVERSEAS) (JUNE 1997)

DFARS 252.232-7006 - WIDE AREA WORK FLOW PAYMENT INSTRUCTIONS (MAY 2013)

### PROVISIONS/CLAUSES BY FULL TEXT

FAR 52.216-1 - TYPE OF CONTRACT (APR 1984)

THE GOVERNMENT CONTEMPLATES AWARD OF A FIRM FIXED PRICE CONTRACT RESULTING FROM THIS SOLICITATION.

(END OF PROVISION)

FAR 52.217-5 - EVALUATION OF OPTIONS (JULY 1990)

EXCEPT WHEN IT IS DETERMINED IN ACCORDANCE WITH FAR 17.206(B) NOT TO BE IN THE GOVERNMENT’S BEST INTERESTS, THE GOVERNMENT WILL EVALUATE OFFERS FOR AWARD PURPOSES BY ADDING THE TOTAL PRICE FOR ALL OPTIONS TO THE TOTAL PRICE FOR THE BASIC REQUIREMENT. EVALUATION OF OPTIONS WILL NOT OBLIGATE THE GOVERNMENT TO EXERCISE THE OPTIONS.

(END OF PROVISION)

FAR 52.222-50 ALT I COMBATING TRAFFICKING IN PERSONS (AUG 2007)

(A) *DEFINITIONS*. AS USED IN THIS CLAUSE—

“COERCION” MEANS—

(1) THREATS OF SERIOUS HARM TO OR PHYSICAL RESTRAINT AGAINST ANY PERSON;

(2) ANY SCHEME, PLAN, OR PATTERN INTENDED TO CAUSE A PERSON TO BELIEVE THAT FAILURE TO PERFORM AN ACT WOULD RESULT IN SERIOUS HARM TO OR PHYSICAL RESTRAINT AGAINST ANY PERSON; OR

(3) THE ABUSE OR THREATENED ABUSE OF THE LEGAL PROCESS.

“COMMERCIAL SEX ACT” MEANS ANY SEX ACT ON ACCOUNT OF WHICH ANYTHING OF VALUE IS GIVEN TO OR RECEIVED BY ANY PERSON.

“DEBT BONDAGE” MEANS THE STATUS OR CONDITION OF A DEBTOR ARISING FROM A

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**PLEDGE BY THE DEBTOR OF HIS OR HER PERSONAL SERVICES OR OF THOSE OF A PERSON UNDER HIS OR HER CONTROL AS A SECURITY FOR DEBT, IF THE VALUE OF THOSE SERVICES AS REASONABLY ASSESSED IS NOT APPLIED TOWARD THE LIQUIDATION OF THE DEBT OR THE LENGTH AND NATURE OF THOSE SERVICES ARE NOT RESPECTIVELY LIMITED AND DEFINED.**

**“EMPLOYEE” MEANS AN EMPLOYEE OF THE CONTRACTOR DIRECTLY ENGAGED IN THE PERFORMANCE OF WORK UNDER THE CONTRACT WHO HAS OTHER THAN A MINIMAL IMPACT OR INVOLVEMENT IN CONTRACT PERFORMANCE.**

**“FORCED LABOR” MEANS KNOWINGLY PROVIDING OR OBTAINING THE LABOR OR SERVICES OF A PERSON—**

**(1) BY THREATS OF SERIOUS HARM TO, OR PHYSICAL RESTRAINT AGAINST, THAT PERSON OR ANOTHER PERSON;**

**(2) BY MEANS OF ANY SCHEME, PLAN, OR PATTERN INTENDED TO CAUSE THE PERSON TO BELIEVE THAT, IF THE PERSON DID NOT PERFORM SUCH LABOR OR SERVICES, THAT PERSON OR ANOTHER PERSON WOULD SUFFER SERIOUS HARM OR PHYSICAL RESTRAINT; OR**

**(3) BY MEANS OF THE ABUSE OR THREATENED ABUSE OF LAW OR THE LEGAL PROCESS.**

**“INVOLUNTARY SERVITUDE” INCLUDES A CONDITION OF SERVITUDE INDUCED BY MEANS OF —**

**(1) ANY SCHEME, PLAN, OR PATTERN INTENDED TO CAUSE A PERSON TO BELIEVE THAT, IF THE PERSON DID NOT ENTER INTO OR CONTINUE IN SUCH CONDITIONS, THAT PERSON OR ANOTHER PERSON WOULD SUFFER SERIOUS HARM OR PHYSICAL RESTRAINT; OR**

**(2) THE ABUSE OR THREATENED ABUSE OF THE LEGAL PROCESS.**

**“SEVERE FORMS OF TRAFFICKING IN PERSONS” MEANS—**

**(1) SEX TRAFFICKING IN WHICH A COMMERCIAL SEX ACT IS INDUCED BY FORCE, FRAUD, OR COERCION, OR IN WHICH THE PERSON INDUCED TO PERFORM SUCH ACT HAS NOT ATTAINED 18 YEARS OF AGE; OR**

**(2) THE RECRUITMENT, HARBORING, TRANSPORTATION, PROVISION, OR OBTAINING OF A PERSON FOR LABOR OR SERVICES, THROUGH THE USE OF FORCE, FRAUD, OR COERCION FOR THE PURPOSE OF SUBJECTION TO INVOLUNTARY SERVITUDE, PEONAGE, DEBT BONDAGE, OR SLAVERY.**

**“SEX TRAFFICKING” MEANS THE RECRUITMENT, HARBORING, TRANSPORTATION, PROVISION, OR OBTAINING OF A PERSON FOR THE PURPOSE OF A COMMERCIAL SEX ACT.**

**(B) POLICY. THE UNITED STATES GOVERNMENT HAS ADOPTED A ZERO TOLERANCE POLICY REGARDING TRAFFICKING IN PERSONS. CONTRACTORS AND CONTRACTOR EMPLOYEES SHALL NOT—**

**(1) ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF PERFORMANCE OF THE CONTRACT;**

**(2) PROCURE COMMERCIAL SEX ACTS DURING THE PERIOD OF PERFORMANCE OF THE CONTRACT; OR**

**(3) USE FORCED LABOR IN THE PERFORMANCE OF THE CONTRACT.**

**(C) CONTRACTOR REQUIREMENTS. THE CONTRACTOR SHALL—**

**(1) NOTIFY ITS EMPLOYEES OF—**

**(I)**

**(A) THE UNITED STATES GOVERNMENT'S ZERO TOLERANCE POLICY DESCRIBED IN PARAGRAPH (B) OF THIS CLAUSE; AND**

**(B) THE FOLLOWING DIRECTIVE(S) OR NOTICE(S) APPLICABLE TO EMPLOYEES PERFORMING WORK AT THE CONTRACT PLACE(S) OF PERFORMANCE AS INDICATED BELOW:**

**DOCUMENT TITLE: DEPARTMENT OF DEFENSE INSTRUCTION 2200.01, DATED SEPTEMBER 15, 2010, ENTITLED ‘COMBATING TRAFFICKING IN PERSONS.’**

**DOCUMENT MAY BE OBTAINED FROM: [HTTP://WWW.DTIC.MIL/WHs/DIRECTIVES/CORRES](http://www.dtic.mil/whs/directives/corres)**

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**APPLIES TO PERFORMANCE LOCATED AT: NSA BAHRAIN AND OTHER AREAS OF RESPONSIBILITIES IN SUPPORT OF THE PUBLIC WORKS DEPARTMENT, NAVFAC EURAFSWA.**

**(II) THE ACTIONS THAT WILL BE TAKEN AGAINST EMPLOYEES FOR VIOLATIONS OF THIS POLICY. SUCH ACTIONS MAY INCLUDE, BUT ARE NOT LIMITED TO, REMOVAL FROM THE CONTRACT, REDUCTION IN BENEFITS, OR TERMINATION OF EMPLOYMENT; AND**

**(2) TAKE APPROPRIATE ACTION, UP TO AND INCLUDING TERMINATION, AGAINST EMPLOYEES OR SUBCONTRACTORS THAT VIOLATE THE POLICY IN PARAGRAPH (B) OF THIS CLAUSE.**

**(D) NOTIFICATION. THE CONTRACTOR SHALL INFORM THE CONTRACTING OFFICER IMMEDIATELY OF—**

**(1) ANY INFORMATION IT RECEIVES FROM ANY SOURCE (INCLUDING HOST COUNTRY LAW ENFORCEMENT) THAT ALLEGES A CONTRACTOR EMPLOYEE, SUBCONTRACTOR, OR SUBCONTRACTOR EMPLOYEE HAS ENGAGED IN CONDUCT THAT VIOLATES THIS POLICY; AND**

**(2) ANY ACTIONS TAKEN AGAINST CONTRACTOR EMPLOYEES, SUBCONTRACTORS, OR SUBCONTRACTOR EMPLOYEES PURSUANT TO THIS CLAUSE.**

**(E) REMEDIES. IN ADDITION TO OTHER REMEDIES AVAILABLE TO THE GOVERNMENT, THE CONTRACTOR'S FAILURE TO COMPLY WITH THE REQUIREMENTS OF PARAGRAPHS (C), (D), OR (F) OF THIS CLAUSE MAY RESULT IN—**

**(1) REQUIRING THE CONTRACTOR TO REMOVE A CONTRACTOR EMPLOYEE OR EMPLOYEES FROM THE PERFORMANCE OF THE CONTRACT;**

**(2) REQUIRING THE CONTRACTOR TO TERMINATE A SUBCONTRACT;**

**(3) SUSPENSION OF CONTRACT PAYMENTS;**

**(4) LOSS OF AWARD FEE, CONSISTENT WITH THE AWARD FEE PLAN, FOR THE PERFORMANCE PERIOD IN WHICH THE GOVERNMENT DETERMINED CONTRACTOR NON-COMPLIANCE;**

**(5) TERMINATION OF THE CONTRACT FOR DEFAULT OR CAUSE, IN ACCORDANCE WITH THE TERMINATION CLAUSE OF THIS CONTRACT; OR**

**(6) SUSPENSION OR DEBARMENT.**

**(F) SUBCONTRACTS. THE CONTRACTOR SHALL INCLUDE THE SUBSTANCE OF THIS CLAUSE, INCLUDING THIS PARAGRAPH (F), IN ALL SUBCONTRACTS.**

**(G) MITIGATING FACTOR. THE CONTRACTING OFFICER MAY CONSIDER WHETHER THE CONTRACTOR HAD A TRAFFICKING IN PERSONS AWARENESS PROGRAM AT THE TIME OF THE VIOLATION AS A MITIGATING FACTOR WHEN DETERMINING REMEDIES. ADDITIONAL INFORMATION ABOUT TRAFFICKING IN PERSONS AND EXAMPLES OF AWARENESS PROGRAMS CAN BE FOUND AT THE WEBSITE FOR THE DEPARTMENT OF STATE'S OFFICE TO MONITOR AND COMBAT TRAFFICKING IN PERSONS AT [HTTP://WWW.STATE.GOV/G/TIP](http://www.state.gov/g/tip) .**

**(END OF CLAUSE)**

**FAR 52.228-3 – WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT) (APR 1984)**

**THE CONTRACTOR SHALL**

**(A) PROVIDE, BEFORE COMMENCING PERFORMANCE UNDER THIS CONTRACT, SUCH WORKERS' COMPENSATION INSURANCE OR SECURITY AS THE DEFENSE BASE ACT (42 U.S.C. 1651, ET SEQ.) REQUIRES AND**

**(B) CONTINUE TO MAINTAIN IT UNTIL PERFORMANCE IS COMPLETED. THE CONTRACTOR**



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**SHALL INSERT, IN ALL SUBCONTRACTS UNDER THIS CONTRACT TO WHICH THE DEFENSE BASE ACT APPLIES, A CLAUSE SIMILAR TO THIS CLAUSE (INCLUDING THIS SENTENCE) IMPOSING UPON THOSE SUBCONTRACTORS THIS REQUIREMENT TO COMPLY WITH THE DEFENSE BASE ACT.**

**(END OF CLAUSE)**

**FAR 52.237-3 – CONTINUITY OF SERVICES. (JAN 1991)**

**(A) THE CONTRACTOR RECOGNIZES THAT THE SERVICES UNDER THIS CONTRACT ARE VITAL TO THE GOVERNMENT AND MUST BE CONTINUED WITHOUT INTERRUPTION AND THAT, UPON CONTRACT EXPIRATION, A SUCCESSOR, EITHER THE GOVERNMENT OR ANOTHER CONTRACTOR, MAY CONTINUE THEM. THE CONTRACTOR AGREES TO --**

**(1) FURNISH PHASE-IN TRAINING; AND**

**(2) EXERCISE ITS BEST EFFORTS AND COOPERATION TO EFFECT AN ORDERLY AND EFFICIENT TRANSITION TO A SUCCESSOR.**

**(B) THE CONTRACTOR SHALL, UPON THE CONTRACTING OFFICER'S WRITTEN NOTICE,**

**(1) FURNISH PHASE-IN, PHASE-OUT SERVICES FOR UP TO 90 DAYS AFTER THIS CONTRACT EXPIRES AND**

**(2) NEGOTIATE IN GOOD FAITH A PLAN WITH A SUCCESSOR TO DETERMINE THE NATURE AND EXTENT OF PHASE-IN, PHASE-OUT SERVICES REQUIRED.**

**THE PLAN SHALL SPECIFY A TRAINING PROGRAM AND A DATE FOR TRANSFERRING RESPONSIBILITIES FOR EACH DIVISION OF WORK DESCRIBED IN THE PLAN, AND SHALL BE SUBJECT TO THE CONTRACTING OFFICER'S APPROVAL. THE CONTRACTOR SHALL PROVIDE SUFFICIENT EXPERIENCED PERSONNEL DURING THE PHASE-IN, PHASE-OUT PERIOD TO ENSURE THAT THE SERVICES CALLED FOR BY THIS CONTRACT ARE MAINTAINED AT THE REQUIRED LEVEL OF PROFICIENCY.**

**(C) THE CONTRACTOR SHALL ALLOW AS MANY PERSONNEL AS PRACTICABLE TO REMAIN ON THE JOB TO HELP THE SUCCESSOR MAINTAIN THE CONTINUITY AND CONSISTENCY OF THE SERVICES REQUIRED BY THIS CONTRACT. THE CONTRACTOR ALSO SHALL DISCLOSE NECESSARY PERSONNEL RECORDS AND ALLOW THE SUCCESSOR TO CONDUCT ON-SITE INTERVIEWS WITH THESE EMPLOYEES. IF SELECTED EMPLOYEES ARE AGREEABLE TO THE CHANGE, THE CONTRACTOR SHALL RELEASE THEM AT A MUTUALLY AGREEABLE DATE AND NEGOTIATE TRANSFER OF THEIR EARNED FRINGE BENEFITS TO THE SUCCESSOR.**

**(D) THE CONTRACTOR SHALL BE REIMBURSED FOR ALL REASONABLE PHASE-IN, PHASE-OUT COSTS (I.E., COSTS INCURRED WITHIN THE AGREED PERIOD AFTER CONTRACT EXPIRATION THAT RESULT FROM PHASE-IN, PHASE-OUT OPERATIONS) AND A FEE (PROFIT) NOT TO EXCEED A PRO RATA PORTION OF THE FEE (PROFIT) UNDER THIS CONTRACT.**

**(END OF CLAUSE)**

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

**THIS CONTRACT INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. ALSO, THE FULL TEXT OF A CLAUSE MAY BE ACCESSED ELECTRONICALLY AT THESE ADDRESS(ES):**

**FAR [HTTP://WWW.ACQUISITION.GOV/FAR/INDEX.HTML](http://www.acquisition.gov/far/index.html) OR [HTTP://FARSITE.HILL.AF.MIL/VFFARA.HTM](http://farsite.hill.af.mil/vffara.htm)**

**DFARS [HTTP://WWW.ACQ.OSD.MIL/DPAP/DARS/DFARSPGI/CURRENT/INDEX.HTML](http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html) OR [HTTP://FARSITE.HILL.AF.MIL/VFDFARA.HTM](http://farsite.hill.af.mil/vfdfara.htm)**

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(END OF CLAUSE)

**NFAS 5252.201-9300 - CONTRACTING OFFICER AUTHORITY (JUN 1994)**

IN NO EVENT SHALL ANY UNDERSTANDING OR AGREEMENT BETWEEN THE CONTRACTOR AND ANY GOVERNMENT EMPLOYEE OTHER THAN THE CONTRACTING OFFICER ON ANY CONTRACT, MODIFICATION, CHANGE ORDER, LETTER OR VERBAL DIRECTION TO THE CONTRACTOR BE EFFECTIVE OR BINDING UPON THE GOVERNMENT. ALL SUCH ACTIONS MUST BE FORMALIZED BY A PROPER CONTRACTUAL DOCUMENT EXECUTED BY AN APPOINTED CONTRACTING OFFICER. THE CONTRACTOR IS HEREBY PUT ON NOTICE THAT IN THE EVENT A GOVERNMENT EMPLOYEE OTHER THAN THE CONTRACTING OFFICER DIRECTS A CHANGE IN THE WORK TO BE PERFORMED OR INCREASES THE SCOPE OF THE WORK TO BE PERFORMED, IT IS THE CONTRACTOR'S RESPONSIBILITY TO MAKE INQUIRY OF THE CONTRACTING OFFICER BEFORE MAKING THE DEVIATION. PAYMENTS WILL NOT BE MADE WITHOUT BEING AUTHORIZED BY AN APPOINTED CONTRACTING OFFICER WITH THE LEGAL AUTHORITY TO BIND THE GOVERNMENT.

(END OF CLAUSE)

**NFAS 5252.209-9300- ORGANIZATIONAL CONFLICTS OF INTEREST (JUN 1994)**

THE RESTRICTIONS DESCRIBED HEREIN SHALL APPLY TO THE CONTRACTOR AND ITS AFFILIATES, CONSULTANTS AND SUBCONTRACTS UNDER THIS CONTRACT. IF THE CONTRACTOR UNDER THIS CONTRACT PREPARES OR ASSISTS IN PREPARING A STATEMENT OF WORK, SPECIFICATIONS AND PLANS, THE CONTRACTOR AND ITS AFFILIATES SHALL BE INELIGIBLE TO BID OR PARTICIPATE, IN ANY CAPACITY, IN ANY CONTRACTUAL EFFORT WHICH IS BASED ON SUCH STATEMENT OF WORK OR SPECIFICATIONS AND PLANS AS A PRIME CONTRACTOR, SUBCONTRACTOR, CONSULTANT OR IN ANY SIMILAR CAPACITY. THE CONTRACTOR SHALL NOT INCORPORATE ITS PRODUCTS OR SERVICES IN SUCH STATEMENT OF WORK OR SPECIFICATION UNLESS SO DIRECTED IN WRITING BY THE CONTRACTING OFFICER, IN WHICH CASE THE RESTRICTION SHALL NOT APPLY. THIS CONTRACT SHALL INCLUDE THIS CLAUSE IN ITS SUBCONTRACTOR'S OR CONSULTANTS' AGREEMENTS CONCERNING THE PERFORMANCE OF THIS CONTRACT.

(END OF CLAUSE)

**NFAS 5252.217-9301 - OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES (JUN 1994)**

- (A) THE GOVERNMENT MAY EXTEND THE TERM OF THIS CONTRACT FOR A TERM OF ONE (1) TO TWELVE (12) MONTHS BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN THE PERFORMANCE PERIOD SPECIFIED IN THE SCHEDULE; PROVIDED THAT THE GOVERNMENT SHALL GIVE THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND 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 PROVISION.
- (C) THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED 24 MONTHS.

(END OF CLAUSE)

**NFAS 5252.242-9300 - GOVERNMENT REPRESENTATIVES (OCT 1996)**

THE CONTRACT WILL BE ADMINISTERED BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER. IN NO EVENT, HOWEVER, WILL ANY UNDERSTANDING OR AGREEMENT, MODIFICATION, CHANGE ORDER, OR OTHER MATTER DEVIATING FROM THE TERMS OF THE CONTRACT BETWEEN THE CONTRACTOR AND ANY PERSON OTHER THAN THE CONTRACTING OFFICER BE EFFECTIVE OR BINDING UPON THE GOVERNMENT, UNLESS FORMALIZED BY PROPER CONTRACTUAL DOCUMENTS EXECUTED BY THE CONTRACTING OFFICER PRIOR TO COMPLETION OF THIS CONTRACT. THE AUTHORIZED REPRESENTATIVE AS INDICATED HEREINAFTER:

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  X   **THE CONTRACTING OFFICER'S REPRESENTATIVE (COR) WILL BE DESIGNATED BY THE CONTRACTING OFFICER AS THE AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER. THE COR IS RESPONSIBLE FOR MONITORING PERFORMANCE AND THE TECHNICAL MANAGEMENT OF THE EFFORT REQUIRED HEREUNDER, AND SHOULD BE CONTACTED REGARDING QUESTIONS OR PROBLEMS OF A TECHNICAL NATURE.**

  X   **THE DESIGNATED CONTRACT SPECIALIST WILL BE THE ADMINISTRATIVE CONTRACTING OFFICER'S REPRESENTATIVE ON ALL OTHER CONTRACT ADMINISTRATIVE MATTERS. THE CONTRACT SPECIALIST SHOULD BE CONTACTED REGARDING ALL MATTERS PERTAINING TO THE CONTRACT OR TASK/DELIVERY ORDERS.**

       **THE DESIGNATED PROPERTY ADMINISTRATOR IS THE ADMINISTRATIVE CONTRACTING OFFICER'S REPRESENTATIVE ON PROPERTY MATTERS. THE PROPERTY ADMINISTRATOR SHOULD BE CONTACTED REGARDING ALL MATTERS PERTAINING TO PROPERTY ADMINISTRATION.**

(END OF CLAUSE)

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## **SECTION J LIST OF ATTACHMENTS**

Past Performance Questionnaire

Bahrain Contractor Visa Instructions