

ORDER FOR SUPPLIES OR SERVICES (FINAL)

1. CONTRACT NO. N00178-10-D-6237		2. DELIVERY ORDER NO. N3319117F3000		3. EFFECTIVE DATE 2017 Feb 23		4. PURCH REQUEST NO. 4612900		5. PRIORITY Unrated	
6. ISSUED BY NAVFAC EUROPE PSC 817 Box 51 FPO AE 09622-0051 ELAINE R DELL'ISOLA/N33191 314-626-7737			CODE N33191	7. ADMINISTERED BY NAVFAC EUROPE PSC 817 Box 51 FPO AE 09622-0051			CODE N33191	8. DELIVERY FOB DESTINATION OTHER <i>(See Schedule if other)</i>	
9. CONTRACTOR Planate Management Group LLC 3631 Ransom Place Alexandria VA 22306			CODE 4XZF6	FACILITY	10. DELIVER TO FOB POINT BY (Date) See Schedule		11. X IF BUSINESS IS	X SMALL	
					12. DISCOUNT TERMS Net 30 Days WIDE AREA WORK FLOW			SMALL DISADVANTAGED	
					13. MAIL INVOICES TO THE ADDRESS IN BLOCK See Section G			WOMEN-OWNED	
14. SHIP TO See Section D			CODE	15. PAYMENT WILL BE MADE BY DFAS Cleveland Anthony J. Celebrezze Federal Building, 1240 East 9th Street Cleveland OH 44199-2055			CODE N68732	MARK ALL PACKAGES AND PAPERS WITH IDENTIFICATION NUMBERS IN BLOCKS 1 AND 2.	
16. TYPE OF ORDER	DELIVERY/ CALL	X	This delivery order/call is issued on another Government agency or in accordance with and subject to terms and conditions of numbered contract.						
PURCHASE			Reference your _____ furnish the following on terms specified herein. ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME.						
Planate Management Group LLC			JMcGraw	Proposal Manager					
NAME OF CONTRACTOR		SIGNATURE		TYPED NAME AND TITLE			DATE SIGNED (YYYYMMDD)		
<input type="checkbox"/>	If this box is marked, supplier must sign Acceptance and return the following number of copies:								
17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE See Schedule									
18. ITEM NO.	19. SCHEDULE OF SUPPLIES/SERVICES			20. QUANTITY ORDERED/ ACCEPTED *	21. UNIT	22. UNIT PRICE		23. AMOUNT	
	See Schedule								
*If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle.			24. UNITED STATES OF AMERICA BY: /s/ELAINE R DELL'ISOLA			02/23/2017 CONTRACTING/ORDERING OFFICER		25. TOTAL	
								26. DIFFERENCES	
27a. QUANTITY IN COLUMN 20 HAS BEEN									
INSPECTED	RECEIVED	ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED:							
b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE				c. DATE		d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE				28. SHIP NO.		29. D.O. VOUCHER NO.		30. INITIALS	
				PARTIAL		32. PAID BY		33. AMOUNT VERIFIED CORRECT FOR	
f. TELEPHONE		g. E-MAIL ADDRESS		FINAL					
36. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT.				31. PAYMENT COMPLETE				34. CHECK NUMBER	
a. DATE	b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			PARTIAL				35. BILL OF LADING NO.	
				FULL					
37. RECEIVED AT		38. RECEIVED BY (Print)	39. DATE RECEIVED	40. TOTAL CON-TAINERS		41. S/R ACCOUNT NUMBER		42. S/R VOUCHER NO.	

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 2 of 2	FINAL
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GENERAL INFORMATION

Delivery Order N3319117F3000, Part-time Commissioning Mechanical Engineering Technician support services for the Public Works Department Naples, NAVFAC EURAFSWA primarily located at U.S. Navy Support Site and areas of responsibility.

The Government hereby accepts Planate Management Group LLC's technical and price proposal received on 06 Dec 2016, PMG's revised price proposal dated 12 Dec 2016, PMG's concurrence to change period of performance on 20 Dec 2016, PMG's concurrence to change period of performance on 24 Jan 2017, and PMG's concurrence to change period of performance and confirm that its price and technical proposal remains unchanged on 21 Feb 2017.

The Contractor shall provide all labor, equipment, and materials in accordance with the Performance Work Statement, RFP N00024-17-R-3033 dated 10/16/2016, Amendment 1 dated 10/21/2016, Amendment 2 dated 10/27/16, and Amendment 3 dated 11/7/2016 incorporated herein and by attachments.

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 1 of 27	FINAL
----------------------------------	-------------------------------------	-----------------	-------

SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8001	R499	BASE PERIOD - COMMISSIONING ENGINEERING TECHNICIAN SUPPORT FOR PWD NAPLES: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWD Naples. Base Year performance period is 13 Mar 2017 thru 12 Mar 2018 (O&MN,N)				
8002	R499	OPTION PERIOD 1 - COMMISSIONING ENGINEERING TECHNICIAN SUPPORT FOR PWD NAPLES: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWD Naples. OY1 performance period is 13 Mar 2018 thru 12 Mar 2019 (O&MN,N) Option				
8003	R499	OPTION PERIOD 2 - COMMISSIONING ENGINEERING TECHNICIAN SUPPORT FOR PWD NAPLES: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWD Naples. OY1 performance period is 13 Mar 2019 thru 12 Mar 2020 (O&MN,N) Option				

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 2 of 27	FINAL
----------------------------------	-------------------------------------	-----------------	-------

SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS) FOR COMMISSIONING MECHANICAL ENGINEER TECHNICIAN AT U.S. NAVAL SUPPORT ACTIVITY NAPLES, ITALY

1. SCOPE

Under this task order, the Contractor will independently provide services as set forth in the remainder of this document in support of the overall operational objectives of Naval Facilities Engineering Command Europe, Africa, and Southwest Asia (NAVFAC EURAFSWA). This contract/task order requirement is to provide assistance in construction, maintenance, and facilities services support for the Naval Support Activity, NSA NAPLES and the NAVFAC EURAFSWA AOR. The primary duties are to provide Commissioning/Mechanical Engineering Technician (CxET) quality assurance service for construction contracts primarily located at, but limited to, Naval Support Activity, NSA NAPLES, a US Navy location, and are delineated as follows:

A. One (1) Part-Time CX Engineering Technician support services for the NAVFAC EURAFSWA Public Works Department at NSA NAPLES Support Site and other field locations within the Region.

Contractor employees performing services under this order will be controlled, directed and supervised at all times by management personnel of the Contractor. Contractor employees will perform independent of and without the supervision of any Government official. The Contractor shall submit a management plan within five working days following Contract award that outlines how service providers on the contract will be managed by the Contractor in order to perform the requirements of the contract. Actions of Contractor employees 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 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 directly responsible for ensuring the accuracy, timeliness and completion of all tasks under this effort. The Contractor shall be responsible for providing all material, equipment, transportation, and labor, to include technically qualified personnel to perform the services identified, unless specifically accepted in this PWS.

The Contractor shall provide oversight and administration of all Contractor staff, and as such shall direct the efforts of all contracted employees in response to specific task orders, work requirements and administrative support needs of the respective divisions given in the engineering support services outlined above and as further defined in this PWS. This includes addressing all Community Management, Human Resource needs, planning and coordinating leave, and conducting employee reviews and appraisals. In accordance with the Office of the Secretary of Defense (OSD) Memo dated 2 March 07, subject: Contract for Services, the outcomes for this acquisition are consistent with the FAR 37.101 definition of service contracts.

Each offeror submitting a proposal to perform work under this PWS shall confirm compliance in the proposal with experience, qualifications, certifications, licenses, physical abilities and other requirements given in this PWS and shall affirm the ability to meet performance period, location and security requirements as defined. The Contractor awarded this work must submit, within three working days following award, for Government acceptance, documentation verifying that each Contractor employee assigned to perform work under the terms of this PWS meets or exceeds the qualification requirements stated herein. If, during the performance of services set forth in this PWS, any Contractor employee cannot continue to meet the requirements for any reason, the Contractor shall ensure that there is no gap in services provided. Alternate employees assigned by the Contractor to perform work in the absence of previously qualified personnel must have similar documentation presented for Government acceptance verifying qualification compliance as described in this paragraph. However, the Government reserves the right to prorate payment for such services not performed. In such cases, the Contractor POC stated in Paragraph 18 shall coordinate absences or leave with the Government COR stated in Paragraph 17 and the Administrative Contract Specialist as early as possible.

2. ORGANIZATION

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 3 of 27	FINAL
----------------------------------	-------------------------------------	-----------------	-------

Naval Facilities Engineering Command, Europe Africa Southwest Asia, Naples, Italy, is requesting these services be performed in support of the Naval Support Activity, NSA NAPLES and the NAVFAC EURAFSWA AOR.

3. TASKS/SERVICES

3.A. Commissioning (Cx) Engineering Technician:

The Contractor's role is to assist NAVFAC in monitoring these construction contracts for adherence to contract provisions and applicable trade and safety standards. Based on observations, the contractor will make recommendations to the Government regarding the acceptability of the work performed. Contractor personnel have the authority to stop any work that poses an imminent danger to personnel, equipment, or property.

The services required include but are not limited to:

3.A.1 Provide commissioning support of complex HVAC Direct Digital Controls (DDC) and Mechanical HVAC Systems. Support includes but is not limited to: (1) Review complex HVAC and DDC controls contractor submittals in accordance with the UFC, RFP and Sheet Metal and Air Conditioning Contractors' National Association (SMACNA); (2) Provide airside equipment, reinforcing, and duct installation inspection in accordance with SMACNA; (3) Perform Duct Air Leakage Testing (DALT); (4) Perform Performance Verification Testing (PVT) on DDC control appurtenances; (5) Perform and witness Testing and Balancing (TABS).

3.A.2 Attend meetings including but not limited to post-award kickoff meetings and pre-construction conferences. The contractor must have a government representative at all meetings with contractors. If no government representative is in attendance, the meeting must adjourn and be rescheduled.

3.A.3 Review and comment on contractor's Quality Control Plan, commissioning plan, safety/accident prevention plans, and activity hazard analysis.

3.A.4 Review and comment on constructability reviews

3.A.5 Administer the Construction Quality Management Program as required in the construction contract specifications.

3.A.6 Review construction contractor compliance with safety requirements and make recommendations for corrective actions.

3.A.7 Review construction contractor's daily reports for thoroughness and accuracy and check daily payrolls for any discrepancies. Provide reviewed copy of reports and proposed corrections to Construction Manager.

3.A.8 Monitor ongoing construction to check construction contractor progress and verify compliance with plans and specifications and safety requirements.

3.A.9 Identify issues that may result in changes to contract value or duration to the Government construction manager and Contract Specialist. Provide potential corrective scopes and cost estimates for modification(s).

3.A.10 Monitor the construction contractor's execution of required material testing and analysis in accordance with the contract requirements, review for compliance and make recommendations for corrections.

3.A.11 Assist with scheduling required outages to avoid work stoppages for contractor, Clients and Public Works operations.

3.A.12 Monitor the closeout process including punch list preparation and completion, testing and startup of major systems, and final acceptance. Make recommendations for corrections.

3.A.13 Monitor construction contractor's updates to as-built drawings and verify that they are maintained regularly in accordance with contract requirements; verify that a complete set of as-built drawings is turned over at the close of the contract. Make reports of any updates that are not completed timely and make recommendations for corrections.

3.A.14 Verify that the construction contractor provides a complete set of Operation and Maintenance Support Information (OMSI) Manuals and conducts any user training for equipment installed on the project as required by

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 4 of 27	FINAL
----------------------------------	-------------------------------------	-----------------	-------

the construction contract. Make recommendations for corrections.

3.A.15 Support the review/approval of government approved technical and administrative submittals including but not limited to the contractor's baseline critical path schedule, test plans/reports, performance verification tests of major systems, etc.

3.A.16 Support the commissioning and NAVFAC Red Zone process.

3.A.17 Make regular visits to project sites to review construction work is in compliance with the contract including the design, UFCs, Commissioning, Mechanical Control Systems and safety requirements.

4. DELIVERABLES

As assigned by the resource manager (Project Management and Engineering Branch Head/ Supervisory General Engineer, Requirements Branch Head, FMFS Branch Head, or CI Construction PLC) the CxET shall provide requested logs, reports, review comments, and written recommendations.

The requirements above shall be performed on time, accurately, and completely. Service providers shall submit a weekly project status report for any assigned project and attend any project meetings. Contractor shall provide a monthly report to the Contracting Officer summarizing service provider actions for each month. For the purposes of submission, the following personnel, or their designated representatives, are designated to receive submittals:

Assistant Public Works Officer (APWO)

Construction Manager (CM)

Design Manager (DM)

Contracting Officer (KO)

Summary Reports:

Deliverable	Reference	When due	# copies	Submit to
Management Plan	1	Five working days following award	1	KO
Project Status Report	4	Tuesday each week	1	CM/DM
Summary of Service Provider Actions	4	Last working day of each month	1	KO

4.A. Commissioning Engineering Technician:

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

Deliverable	Reference	When due	# copies	Submit to
DALT and TABS Reports	3.A.1	As required by mission	1	CM
Daily Quality Assurance Report	3.A.5	First workday of following week	1	CM
Constructability Review Comments	3.A.4	As required by mission	1	DM
Safety Inspection Report	3.A.8	As required by mission	1	CM
Construction Inspection Report/Punch list	3.A.1 3.A.8 3.A.10 3.A.12	As required by mission	1	CM

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 5 of 27	FINAL
----------------------------------	-------------------------------------	-----------------	-------

Submittal Reviews	3.A.1 3.A.3 3.A.7 3.A.13 3.A.14 3.A.15	As required by mission	1	CM
Statements of Work and cost estimates	3.A.9	As required by mission	1	KO
Task orders updates/change requests	3.A.9	As required by mission	1	APWO/KO

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

All Contractor employees performing services described in paragraph 3 above must meet the following qualification requirements and have the following licenses and/or certifications:

5.A Commissioning Mechanical Engineering Technician:

5.A.1 Thorough knowledge of complex HVAC mechanical systems including Chillers and Variable Air Volume (VAV) systems and networked HVAC Direct Digital Controls or Area-Wide Energy Management Systems (AWEMS) construction practices and methods and construction management skills as demonstrated through relevant construction and/or construction management experience.

5.A.2 Technical and practical knowledge and experience (at least 5 years) as superintendent, or quality control/quality assurance manager or representative, or Contracting Officer's Technical Representative on Department of Navy or other Department of Defense Construction Projects.

5.A.3 Ability to understand and review technical engineering specifications and statements of work covering complex and diverse engineering designs or changes to the contract documents.

5.A.4 Extensive experience, ability and understanding of facility construction concepts, principles and practices applicable to vertical construction projects.

5.A.5 Ability to write and speak fluent English in order to provide reports and make presentations to Government personnel.

5.A.6 Extensive experience and ability to monitor construction, maintenance, repair and alteration projects to a successful and timely completion with respect to schedule and budget.

5.A.7 Have training and knowledge of Primavera scheduling software and/or other construction scheduling software packages is desired.

5.A.8 Ability to perform strenuous activity while working outdoors in extreme heat or cold, working in confined spaces, climbing and using fall protection equipment will be required on this contract. Assigned Contractor employees must present medical certificate of physical qualification showing that they are physically capable of performing the tasks outlined in the PWS.

5.A.9 Extensive experience and ability of safety and occupational health principles, practices, procedures, laws and regulations as they relate to engineering performance requirements and as outlined in the EM-385-1-1 and 29 CFR.

5.A.10 Record of completion of the EM 385-1-1 Construction Safety Course (NAVFAC or USACE) and Construction Quality Management (CQM) for Contractors.

5.A.11 Specialize technical and practical knowledge and experience (at least 5 years) in commissioning complex systems including Central Station Air Handler w/LEED, Chilled Water Systems w/LEED, High Pressure/Volume Duct System, with expert knowledge of sophisticated Networked Control Systems (AWEMS) or other complex HVAC Direct Digital Controls, SMACNA airside duct inspection and Duct Air Leakage Testing (DALT), and Performance Verification Testing (PVT) on DDC control appurtenances and HVAC Mechanical Systems.

5.A.12 Must be a United States of America citizen.

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 6 of 27	FINAL
----------------------------------	-------------------------------------	-----------------	-------

5.A.13 Must possess or be able to successfully pass required security background investigation.

6. PERIOD OF PERFORMANCE

The period of performance onsite in the locations specified in Paragraph 1 is one calendar year starting from the date of award, referred to as the base period. Personnel supporting this contract must be in place at the locations specified in Paragraph 1 and ready to perform work within thirty (30) calendar days of award. This task order includes two (2) option periods, which may be unilaterally exercised by the Government. The option periods shall not exceed one (1) year in duration. All terms and conditions applicable to the base period shall extend to the option period unless otherwise agreed upon in writing.

7. PLACE OF PERFORMANCE

Services will be performed off-site, on-site, or a combination thereof, depending on program requirements. On-site work will be performed primarily at the Government facilities onboard NSA Support Site, Naples Italy as outlined in Paragraph 1 above.

8. OPERATIONAL HOURS

The contract will be based on a total of **1000 hours per annum**. This is a part-time position and the nature of the work will require flexibility in work hours scheduling. The Contractor shall coordinate actual work schedule with the NAVFAC EURAFSWA POC in Paragraph 17 below. Services delineated in this PWS are expected to be performed by Contractor-provided personnel paced generally at no more than 40 work hours per week. Additional anticipated level of weekly effort may be paced at four hours and must be coordinated through Contract Project Officer and Government official to determine actual requirements.

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

Columbus Day

Veterans Day

Thanksgiving Day

Christmas Day

New Year's Day

Martin Luther King's Birthday

Presidents Day

Memorial Day

Independence Day

Labor Day

9. OVERTIME

Overtime is authorized, but there will be no separate line item to compensate overtime.

10. SECURITY REGULATIONS AND REQUIREMENTS

10.1 Work under this task order is UNCLASSIFIED. 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. If necessary, the Contractor will be required to provide clearances for personnel requiring access to Government computers and workstations.

10.2 Within ten (10) days after award, the Contractor shall provide a list identifying the Contractor staff including:

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 7 of 27	FINAL
----------------------------------	-------------------------------------	-----------------	-------

FIRST NAME, LAST NAME, MIDDLE INITIAL, NICK NAME, COUNTRY OF CITIZENSHIP, and JOB TITLE. This information will be used for obtaining and issuing Common Access Cards (CAC). CAC Card will be issued by NSA Naples. The contractor is responsible for any cost obtain the CAC Card, agency check or fingerprints.

10.3 COMPLETED AND FINAL National Agency Checks with Inquiries (NACI) and FBI Fingerprint (submit via a SF-86 (in accordance with NISPOM) ARE REQUIRED for access to computer network based project files and emails. NO EXCEPTIONS currently allowed.

A DD-254 for the Commissioning Engineering Technician is attached and must be completed in order for contractors to check security clearance in JPAS. Offerors or contractors shall complete Block 6 and return to the Government POC for final approval during solicitation phase. This will allow offerors to confirm SECRET clearance of its proposed candidate(s) security clearance in the Joint Personnel Adjudication System (JPAS).

Upon award the Government will confirm candidate's eligibility determination in JPAS. If any Contractor employee receives an eligibility determination other than "Favorable," the Contractor shall provide a qualified replacement at no cost to the Government and mobilize such personnel in accordance with their Management Plan.

10.4 The Contractor shall not discuss US Government business outside of official forums. Violation of this policy may result in immediate removal of personnel from the installation and/or termination of this contract.

10.5 No drug use at any time while performing duties on or off base will be tolerated. Violation of this policy may result in immediate removal of personnel from the installation and/or termination of this contract.

10.6 For the safety and security of contractor personnel, the Government may require contractor personnel to complete safety or security-related training (e.g. Anti-terrorism) or register in Navy systems (e.g. Navy Family Accountability and Assessment System (NFAAS) to account for personnel and their families during widespread natural or manmade disasters). There is no cost to the Contractor for such training. The Contractor accepts that this is for the contractor employees' preventive safety and security measures only and the information contained therein will not be disclosed unless in emergency situations.

10.7 All contractors shall register in SPOT program at <https://spot.dmdc.mil/privacy.aspx>.

11. REIMBURSABLE EXPENSES (TRAVEL, CONFERENCE, TRAINING, EQUIPMENT OR MATERIALS, ETC.)

11.1 Travel is required. The Contractor service provider may be required to travel to other local locations in support of the tasks described in this statement of work. Local travel for the purposes of this PWS is defined to be travel within Campania or Lazio regions of Italy. The cost and means of local travel is the responsibility of the Contractor. If travel is required outside the local area, it will be agreed upon prior to the travel and will require a contract modification to provide funding for travel costs. Limited travel outside the AOR is anticipated and the number of trips is undetermined. Contractor expense reports shall be prepared and processed in accordance with the Federal Travel Regulation (FTR).

11.2 The Contractor is required to provide transportation to its employees and will not be Government furnished.

12. TASK TYPE

This is a Fixed Price task order contract.

13. ADMINISTRATIVE CONSIDERATIONS

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

13.2 Technical correspondence (where technical issues relating to compliance with the requirements herein) shall be addressed to the Administrative Contracting Officer's designated point of contact.

13.3 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 Administrative Contracting Officer

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 8 of 27	FINAL
----------------------------------	-------------------------------------	-----------------	-------

(ACO).

14. GOVERNMENT FURNISHED PROPERTY/INFORMATION

14.1 The Government shall provide introductions to 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.

14.2 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 service providers located onsite at NSA Support Site, Naples. 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 to facilitate these functions.

15. OTHER TERMS AND CONDITIONS

15.1 Individuals assigned as Contractor employees 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.

15.2 If the Contractor fails to meet any of the terms outlined in the PWS, the Contractor shall make adjustments required as necessary to prevent undue interruption of the services defined.

16. IMMIGRATION AND VISA REQUIREMENTS

16.1 The Contractor is required to complete all necessary paperwork and obtain required host nation sponsorship and all required visas to as well as follow all Italian immigration regulations to work in Italy at their own expense.

16.2 Upon arrival in country the Contractor shall take the following to the OIC NSA Capodichino, Naples office: Copy of Contract, Copy of Passport, a letter from the supported command explaining stating they are on contract, and a waiver letter from the company stating the base is not responsible for the contracted individuals.

17. GOVERNMENT CONTRACTING OFFICER'S REPRESENTATIVE

The Government Contracting Officer's Representative (COR) will provide general instructions to the Contractor POC in Paragraph 18 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.

NSA Support Site, Naples Contracting Officer's Representative (COR)

Walter Lundin or designated successor

Phone: +39-081-568-2931

E-Mail: walter.lundin@eu.navy.mil

18. 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 service providers and providing routine status reports to the government via telephone and other communications as necessary.

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 9 of 27	FINAL
----------------------------------	-------------------------------------	-----------------	-------

SECTION D PACKAGING AND MARKING

All deliverables shall be packaged and marked IAW best commercial practices.

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 10 of 27	FINAL
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SECTION E INSPECTION AND ACCEPTANCE

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

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 11 of 27	FINAL
----------------------------------	-------------------------------------	------------------	-------

SECTION F DELIVERABLES OR PERFORMANCE

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

8001 3/13/2017 - 3/12/2018

CLIN - DELIVERIES OR PERFORMANCE

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

8001 3/13/2017 - 3/12/2018

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

8002 3/13/2018 - 3/12/2019

8003 3/13/2019 - 3/12/2020

Services to be performed hereunder will be provided at U.S. Navy Support Activity (NSA) Naples and PWD Naples areas of responsibility.

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 12 of 27	FINAL
----------------------------------	-------------------------------------	------------------	-------

SECTION G CONTRACT ADMINISTRATION DATA

1.0 ADMINISTRATIVE CONTRACTING OFFICES AND PAYING OFFICES

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

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.

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 13 of 27	FINAL
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(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.

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)	N/A
Accept at Other DoDAAC	N33191
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: Walter Lundin Walter.Lundin@eu.navy.mil

Acceptor: Elaine Dell'Isola elaine.dellisola@eu.navy.mil

Certifying Official: Maryann Hough 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 NAVFACACO_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.

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 14 of 27	FINAL
----------------------------------	-------------------------------------	------------------	-------

(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:

NSA Support Site, Naples Contracting Officer's Representative (COR)

Walter Lundin or designated successor

Phone: +39-081-568-2931

E-mail: walter.lundin@eu.navy.mil

4.0 PAYMENT INSTRUCTIONS AND INFORMATIONAL SLINS

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."

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 15 of 27	FINAL
----------------------------------	-------------------------------------	------------------	-------

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)

Commissioning Engineering Technician (CxET)

(Company Name)

Support Contractor for NAVFAC EURAFSWA

2.1.3. Emails shall include the following:

(Name)

Commissioning Engineering Technician (CxET)

(Company Name)

Support Contractor for NAVFAC EURAFSWA

2.1.4. Cubicles/workstation shall exhibit the following:

(Name)

Commissioning Engineering Technician (CxET)

(Contractor Name) / Contractor Support

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

(Company Name)

Support Contractor

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 16 of 27	FINAL
----------------------------------	-------------------------------------	------------------	-------

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 52.229-6 - 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 (APR1992)

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

Preventing Personal Conflicts of Interest (Dec 2011)

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

“Acquisition function closely associated with inherently governmental functions” means supporting or providing advice or recommendations with regard to the following activities of a Federal agency:

- (1) Planning acquisitions.
- (2) Determining what supplies or services are to be acquired by the Government, including developing statements of work.
- (3) Developing or approving any contractual documents, to include documents defining requirements, incentive plans, and evaluation criteria.
- (4) Evaluating contract proposals.
- (5) Awarding Government contracts.
- (6) Administering contracts (including ordering changes or giving technical direction in contract performance or contract quantities, evaluating contractor performance, and accepting or rejecting contractor products or services).
- (7) Terminating contracts.
- (8) Determining whether contract costs are reasonable, allocable, and allowable.

“Covered employee” means an individual who performs an acquisition function closely associated with inherently governmental functions and is—

- (1) An employee of the contractor; or
- (2) A subcontractor that is a self-employed individual treated as a covered employee of the contractor because there is no employer to whom such an individual could submit the required disclosures.

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 17 of 27	FINAL
----------------------------------	-------------------------------------	------------------	-------

“Non-public information” means any Government or third-party information that—

- (1) Is exempt from disclosure under the Freedom of Information Act (5 U.S.C. 552) or otherwise protected from disclosure by statute, Executive order, or regulation; or
- (2) Has not been disseminated to the general public and the Government has not yet determined whether the information can or will be made available to the public.

“Personal conflict of interest” means a situation in which a covered employee has a financial interest, personal activity, or relationship that could impair the employee’s ability to act impartially and in the best interest of the Government when performing under the contract. (A de minimis interest that would not “impair the employee’s ability to act impartially and in the best interest of the Government” is not covered under this definition.)

(1) Among the sources of personal conflicts of interest are—

- (i) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household;
- (ii) Other employment or financial relationships (including seeking or negotiating for prospective employment or business); and
- (iii) Gifts, including travel.

(2) For example, financial interests referred to in paragraph (1) of this definition may arise from—

- (i) Compensation, including wages, salaries, commissions, professional fees, or fees for business referrals;
- (ii) Consulting relationships (including commercial and professional consulting and service arrangements, scientific and technical advisory board memberships, or serving as an expert witness in litigation);
- (iii) Services provided in exchange for honorariums or travel expense reimbursements;
- (iv) Research funding or other forms of research support;
- (v) Investment in the form of stock or bond ownership or partnership interest (excluding diversified mutual fund investments);
- (vi) Real estate investments;
- (vii) Patents, copyrights, and other intellectual property interests; or
- (viii) Business ownership and investment interests.

(b) *Requirements.* The Contractor shall—

(1) Have procedures in place to screen covered employees for potential personal conflicts of interest, by—

- (i) Obtaining and maintaining from each covered employee, when the employee is initially assigned to the task under the contract, a disclosure of interests that might be affected by the task to which the employee has been assigned, as follows:
 - (A) Financial interests of the covered employee, of close family members, or of other members of the covered employee’s household
 - (B) Other employment or financial relationships of the covered employee (including seeking or negotiating for prospective employment or business).
 - (C) Gifts, including travel; and
- (ii) Requiring each covered employee to update the disclosure statement whenever the employee’s personal or financial circumstances change in such a way that a new personal conflict of interest might occur because of the task the covered employee is performing.

(2) For each covered employee--

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 18 of 27	FINAL
----------------------------------	-------------------------------------	------------------	-------

(i) Prevent personal conflicts of interest, including not assigning or allowing a covered employee to perform any task under the contract for which the Contractor has identified a personal conflict of interest for the employee that the Contractor or employee cannot satisfactorily prevent or mitigate in consultation with the contracting agency;

(ii) Prohibit use of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Obtain a signed non-disclosure agreement to prohibit disclosure of non-public information accessed through performance of a Government contract.

(3) Inform covered employees of their obligation—

(i) To disclose and prevent personal conflicts of interest;

(ii) Not to use non-public information accessed through performance of a Government contract for personal gain; and

(iii) To avoid even the appearance of personal conflicts of interest;

(4) Maintain effective oversight to verify compliance with personal conflict-of-interest safeguards;

(5) Take appropriate disciplinary action in the case of covered employees who fail to comply with policies established pursuant to this clause; and

(6) Report to the Contracting Officer any personal conflict-of-interest violation by a covered employee as soon as it is identified. This report shall include a description of the violation and the proposed actions to be taken by the Contractor in response to the violation. Provide follow-up reports of corrective actions taken, as necessary. Personal conflict-of-interest violations include—

(i) Failure by a covered employee to disclose a personal conflict of interest;

(ii) Use by a covered employee of non-public information accessed through performance of a Government contract for personal gain; and

(iii) Failure of a covered employee to comply with the terms of a non-disclosure agreement.

(c) *Mitigation or waiver.*

(1) In exceptional circumstances, if the Contractor cannot satisfactorily prevent a personal conflict of interest as required by paragraph (b)(2)(i) of this clause, the Contractor may submit a request through the Contracting Officer to the Head of the Contracting Activity for—

(i) Agreement to a plan to mitigate the personal conflict of interest; or

(ii) A waiver of the requirement.

(2) The Contractor shall include in the request any proposed mitigation of the personal conflict of interest.

(3) The Contractor shall—

(i) Comply, and require compliance by the covered employee, with any conditions imposed by the Government as necessary to mitigate the personal conflict of interest; or

(ii) Remove the Contractor employee or subcontractor employee from performance of the contract or terminate the applicable subcontract.

(d) *Subcontract flowdown.* The Contractor shall include the substance of this clause, including this paragraph (d), in subcontracts—

(1) That exceed \$150,000; and

(2) In which subcontractor employees will perform acquisition functions closely associated with inherently governmental functions (i.e., instead of performance only by a self-employed individual).

(End of clause)

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 19 of 27	FINAL
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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 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;

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 20 of 27	FINAL
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- (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/pdf/220001p.pdf>

Applies to Performance located at: U.S. Navy bases in Campania and Lazio regions and other areas of responsibilities in support of Public Works Department Naples, 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>.

(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 --

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 21 of 27	FINAL
----------------------------------	-------------------------------------	------------------	-------

(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> or <http://farsite.hill.af.mil/vffara.htm>

DFARS <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html> or <http://farsite.hill.af.mil/vfdfara.htm>

(End of clause)

52.225-19 – Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States.

As prescribed in [25.301-4](#), insert the following clause:

Contractor Personnel in a Designated Operational Area or Supporting a Diplomatic or Consular Mission Outside the United States (Mar 2008)

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

“Chief of mission” means the principal officer in charge of a diplomatic mission of the United States or of a United States office abroad which is designated by the Secretary of State as diplomatic in nature, including any individual assigned under section 502(c) of the Foreign Service Act of 1980 (Public Law 96-465) to be temporarily in charge of such a mission or office.

“Combatant commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161.

“Designated operational area” means a geographic area designated by the combatant commander or subordinate joint force commander for the conduct or support of specified military operations.

“Supporting a diplomatic or consular mission” means performing outside the United States under a contract administered

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 22 of 27	FINAL
----------------------------------	-------------------------------------	------------------	-------

by Federal agency personnel who are subject to the direction of a chief of mission.

(b) *General.*

(1) This clause applies when Contractor personnel are required to perform outside the United States—

(i) In a designated operational area during—

(A) Contingency operations;

(B) Humanitarian or peacekeeping operations; or

(C) Other military operations; or military exercises, when designated by the Combatant Commander; or

(ii) When supporting a diplomatic or consular mission—

(A) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(B) That the Contracting Officer has indicated is subject to this clause.

(2) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) Contractor personnel are civilians.

(i) Except as provided in paragraph (b)(3)(ii) of this clause, and in accordance with paragraph (i)(3) of this clause, Contractor personnel are only authorized to use deadly force in self-defense.

(ii) Contractor personnel performing security functions are also authorized to use deadly force when use of such force reasonable appears necessary to execute their security mission to protect assets/persons, consistent with the terms and conditions contained in the contract or with their job description and terms of employment.

(4) Service performed by Contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.* Unless specified elsewhere in the contract, the Contractor is responsible for all logistical and security support required for Contractor personnel engaged in this contract.

(d) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel in the designated operational area or supporting the diplomatic or consular mission are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Force protection, security, health, or safety orders, directives, and instructions issued by the Chief or Mission or the Combatant Commander; however, only the Contracting Officer is authorized to modify the terms and conditions of the contract.

(e) *Preliminary personnel requirements.*

(1) Specific requirements for paragraphs (e)(2)(i) through (e)(2)(vi) of this clause will be set forth in the statement of work, or elsewhere in the contract.

(2) Before Contractor personnel depart from the United States or a third country, and before Contractor personnel residing in the host country begin contract performance in the designated operational area or supporting the diplomatic or consular mission, the contractor shall ensure the following:

(i) All required security and background checks are complete and acceptable.

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 23 of 27	FINAL
----------------------------------	-------------------------------------	------------------	-------

- (ii) All personnel are medically and physically fit and have received all required vaccinations.
- (iii) All personnel have all necessary passports, visas, entry permits, and other documents required for Contractor personnel to enter and exit the foreign country, including those required for in-transit countries.
- (iv) All personnel have received—
- (A) A country clearance or special area clearance, if required by the chief of mission; and
- (B) Theater clearance, if required by the Combatant Commander.
- (v) All personnel have received personal security training. The training must at a minimum—
- (A) Cover safety and security issues facing employees overseas;
- (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract. Isolated personnel are military or civilian personnel separated from their unit or organization in an environment requiring them to survive, evade, or escape while awaiting rescue or recovery.
- (vii) All personnel who are U.S. citizens are registered with the U.S. Embassy or Consulate with jurisdiction over the area of operations on-line at <http://www.travel.state.gov> .
- (3) The Contractor shall notify all personnel who are not a host country national or ordinarily resident in the host country that—
- (i) If this contract is with the Department of Defense, or the contract relates to supporting the mission of the Department of Defense outside the United States, such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States (see the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261 *et seq.*);
- (ii) Pursuant to the War Crimes Act, 18 U.S.C. 2441, Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States; and
- (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of United States diplomatic, consular, military or other United States Government missions outside the United States (18 U.S.C. 7(9)).
- (f) *Processing and departure points.* The Contractor shall require its personnel who are arriving from outside the area of performance to perform in the designated operational area or supporting the diplomatic or consular mission to—
- (1) Process through the departure center designated in the contract or complete another process as directed by the Contracting Officer.
- (2) Use a specific point of departure and transportation mode as directed by the Contracting Officer; and
- (3) Process through a reception center as designated by the Contracting Officer upon arrival at the place of performance.
- (g) *Personnel data.*
- (1) Unless personnel data requirements are otherwise specified in the contract, the Contractor shall establish and maintain with the designated Government official a current list of all Contractor personnel in the areas of performance. The Contracting Officer will inform the Contractor of the Government official designated to receive this data and the appropriate system to use for this effort.
- (2) The Contractor shall ensure that all employees on the list have a current record of emergency data, for notification of next of kin, on file with both the Contractor and the designated official.
- (h) *Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of this contract. Such action may be

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 24 of 27	FINAL
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taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including termination for default or cause.

(i) *Weapons.*

(1) If the Contracting Officer, subject to the approval of the Combatant Commander or the Chief of Mission, authorizes the carrying of weapons.—

(i) The Contracting Officer may authorize an approved Contractor to issue Contractor-owned weapons and ammunition to specified employees; or

(ii) The Contracting Officer Representative with approval from the Contracting Officer and Regional Security Officer may issue Government-furnished weapons and ammunition to the Contractor for issuance to specified Contractor employees.

(2) The Contractor shall provide to the Contracting Officer a specific list of personnel for whom authorization to carry a weapon is required.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained to carry and use them—

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander or the Chief of Mission; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the Combatant Commander or the Chief of Mission regarding possession, use, safety, and accountability of weapons and ammunition.

(4) Upon revocation by the Contracting Officer of the Contractor's authorization to possess weapons, the Contractor shall ensure that all Government-furnished weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(5) Whether or not weapons are Government-furnished, all liability for the use of any weapons by Contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(j) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the area of performance.

(k) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized by the Combatant Commander. If authorized to wear military clothing, Contractor personnel must wear distinctive patches, armbands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures.

(2) Contractor personnel may wear specific items required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(l) *Evacuation.*

(1) If the Chief of Mission or Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide to United States and third country national Contractor personnel the level of assistance provided to private United States citizens.

(2) In the event of a non-mandatory evacuation order, the Contractor shall maintain personnel on location sufficient to meet contractual obligations unless instructed to evacuate by the Contracting Officer.

(m) *Personnel recovery.*

(1) In the case of isolated, missing, detained, captured or abducted Contractor personnel, the Government will assist in

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 25 of 27	FINAL
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personnel recovery actions.

(2) Personnel recovery may occur through military action, action by non-governmental organizations, other Government-approved action, diplomatic initiatives, or through any combination of these options.

(3) The Department of Defense has primary responsibility for recovering DoD contract service employees and, when requested, will provide personnel recovery support to other agencies in accordance with DoD Directive 2310.2, Personnel Recovery.

(n) *Notification and return of personal effects.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin, and notification as soon as possible to the U.S. Consul responsible for the area in which the event occurred, if the employee—

(i) Dies;

(ii) Requires evacuation due to an injury; or

(iii) Is isolated, missing, detained, captured, or abducted.

(2) The Contractor shall also be responsible for the return of all personal effects for deceased or missing Contractor personnel, if appropriate, to next of kin.

(o) *Mortuary affairs.* Mortuary affairs for Contractor personnel who die in the area of performance will be handled as follows:

(1) If this contract was awarded by DoD, the remains of Contractor personnel will be handled in accordance with DoD Directive 1300.22, Mortuary Affairs Policy.

(2)

(i) If this contract was awarded by an agency other than DoD, the Contractor is responsible for the return of the remains to the location specified by the employee or next of kin, as applicable, except as provided in paragraph (o)(2)(ii) of this clause.

(ii) In accordance with 10 U.S.C. 1486, the Department of Defense may provide, on a reimbursable basis, mortuary support for the disposition of remains and personal effects of all U.S. citizens upon the request of the Department of State.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts that require subcontractor personnel to perform outside the United States—

(1) In a designated operational area during—

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(2) When supporting a diplomatic or consular mission—

(i) That has been designated by the Department of State as a danger pay post (see http://aoprals.state.gov/Web920/danger_pay_all.asp); or

(ii) That the Contracting Officer has indicated is subject to this clause.

(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

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 26 of 27	FINAL
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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 36 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:

 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)

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N3319117F3000	PAGE 27 of 27	FINAL
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SECTION J LIST OF ATTACHMENTS

- (1) Past Performance Questionnaire
- (2) DD-254 Instructions
- (3) DD-254 template for Offerors to submit to Government.