

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. 02	3. EFFECTIVE DATE 30-Mar-2018	4. REQUISITION/PURCHASE REQ. NO. 5341405	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVFAC EUROPE PSC 817 Box 51 FPO FPO AE 09622-0051 elaine.dellisola@eu.navy.mil 314-626-7737	CODE N33191	7. ADMINISTERED BY (If other than Item 6) NAVFAC EUROPE PSC 817 Box 51 FPO FPO AE 09622-0051	CODE	N33191 SCD: C

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)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-10-D-6237-EJ10
	10B. DATED (SEE ITEM 13) 05-Apr-2016
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.**

<input type="checkbox"/>	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input checked="" type="checkbox"/>	D. OTHER (Specify type of modification and authority) NFAS 5252.217-9301; OPTION TO EXTEND THE TERM OF THE

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  (Signature of person authorized to sign)	15C. DATE SIGNED
16B. UNITED STATES OF AMERICA BY <u>/s/ELAINE R DELL'ISOLA</u> (Signature of Contracting Officer)	16C. DATE SIGNED 30-Mar-2018

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 2 of 2	FINAL
----------------------------------	---	----------------------------------	----------------	-------

## GENERAL INFORMATION

N00178-10-D-6237-EJ10: This is a FFP MAC IDIQ task order to provide Engineering Technician support services for PWD Bahrain, NAVFAC EURAFSWA, located at ISA Air Base, Bahrain.

Modification #03: The purpose of this modification is to:

1. Exercise Option Year 2, CLIN 8003. Accordingly, subject Task Order is modified as follows:

Exercise OY2 CLIN:

CLIN 8003 (ET support) =

Total Estimated Option 2 Price =

2. As a result of this modification, the cumulative contract price is increased by \_\_\_\_\_ from \_\_\_\_\_ to a new estimated total of \_\_\_\_\_
3. The contract performance period is changed to "05 April 2018 to 04 April 2019."
4. All other terms and conditions of this task order remain unchanged.
5. Distribution:

LT Throope, Contracting Officer's Representative (COR)

MOD REASON CODE: OPTN

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from \_\_\_\_\_ by \_\_\_\_\_

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
800301	O&MN,N			
800302	O&MN,N			

The total value of the order is hereby increased from \_\_\_\_\_

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8003			

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 1 of 28	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: ENGINEERING TECHNICIAN - The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWD Bahrain, located at Isa Air Base, Bahrain. Base Period Performance Period: 05 Apr 2016 thru 04 Apr 2017 (O&MN,N)	12.0	MO		
8002	R499	OPTION YEAR 1: ENGINEERING TECHNICIAN - The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWD Bahrain, located at Isa Air Base, Bahrain. OY1 Performance Period: 05 Apr 2017 thru 04 Apr 2018. (O&MN,N)	12.0	MO		
8003	R499	OPTION YEAR 2: ENGINEERING TECHNICIAN - The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWD Bahrain, located at Isa Air Base, Bahrain. OY2 Performance Period: 05 Apr 2018 thru 04 Apr 2019 (O&MN,N)	12.0	MO		
800301	R499	(O&MN,N)				
800302	R499	N6110818RC020B1 (O&MN,N)				

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 2 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

09 MARCH 2016

### PERFORMANCE WORK STATEMENT (PWS) FOR ENGINEER TECHNICIANS FOR PWD BAHRAIN LOCATED AT ISA AIR BASE, BAHRAIN

#### 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 Public Works Department Bahrain currently located at ISA Air Base in the Kingdom of Bahrain. The primary duties are to provide construction management quality assurance service for construction contracts primarily located at, but limited to, ISA Air Base, a US Navy location, and are delineated as follows:

A. Two (2) Engineering Technician support services for the NAVFAC EURAFSWA Public Works Department Bahrain located at ISA Air Base and surrounding areas.

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 (5) 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 excepted 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 longer than 14 calendar days per occasion or 21 cumulative calendar days annually. 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

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 3 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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 24 shall coordinate absences or leave with the Government Project Officer stated in Paragraph 23 and the Administrative Contract Specialist as early as possible.

## **2. ORGANIZATION**

Naval Facilities Engineering Command, Europe Africa Southwest Asia, Naples, Italy, is requesting these services be performed in support of the Public Works Department currently located at the ISA Air Base in the Kingdom of Bahrain.

## **3. TASKS/SERVICES**

### **3.A. 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 provided will comply with the following references (incorporated by reference). For references not available to the public, offerors may request copies from the contracting officer.

NAVFAC Business Management System (BMS)

Unified Facilities Criteria/Guide Specifications

NAVFAC P-307 (Management of Weight Handling equipment)

The basis of personnel for engineering technician 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.

Engineering Technician services required include, but are not limited to:

3.A.1 Make regular visits to project sites to review construction work is in compliance with the contract including the design, UFCs, and safety requirements.

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 and safety/accident prevention plans.

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

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 4 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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 conduction 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 the construction contract. Make recommendations for corrections.

#### 4. DELIVERABLES

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's Representative (COR)

Contracting Officer (KO)

Summary Reports:

Deliverable	Reference	When due	# copies	Submit to
Resumes of Qualified personnel for Government approval	1	Three working days following award	1	KO / COR
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. 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
-------------	-----------	----------	----------	-----------

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 5 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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.8 3.A.10 3.A.12	As required by mission	1	CM
Submittal Reviews	3.A.3 3.A.7 3.A.13 3.A.14	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 Engineering Technician:

5.A.1 Technical and practical knowledge and experience (at least 3 years) as an engineering technician, 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.2 Extensive experience, ability and understanding of facility construction concepts, principles and practices applicable to civil, mechanical, electrical, and/or environmental 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 Thorough knowledge of construction practices and methods and construction management skills as demonstrated through relevant construction and/or construction management experience.

5.A.5 Ability to write and speak fluent English in order to provide reports and make presentations to Government personnel. Additional languages Hindi and Arabic desired.

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 full 40-hour EM 385-1-1 Construction Safety Course (NAVFAC or USACE). The eight-hour online course is not an acceptable alternative.

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 6 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

5.A.11 Must 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 fifteen (15) 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 ISA Air Base as outlined in Paragraph 1 above. The Contractor shall have the ability to move personnel to an off-site facility to perform services herein.

## 8. OPERATIONAL HOURS

The contract will be based on a 40 hour work week, Sunday through Thursday; the Contractor shall coordinate actual work schedule with the NAVFAC EURAFSWA POC in Paragraph 23 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 per functional service area (1.A). 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. Additionally, for information, Bahrain holidays (8.B) are listed for reference. Contract employees are expected to provide services during Bahraini holidays, but need to be prepared to make allowances for impacts that these dates may have on the ability to successfully complete necessary services.

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

8.B Bahrain official holidays (**It is the Contractor's responsibility to confirm the exact dates celebrated in each calendar year**):

Eid Al Fitr

Eid Al Adha

Al Hijrah (Islamic New Year),

Ashoura, Bahrain National Days (Day 1)



CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 7 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

Bahrain National Days (Day 2)

New Year's Day, Mouloud (Prophet's Birthday)

Labour Day

## 9. OVERTIME

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

## 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 Office.

## 11. SECURITY REGULATIONS AND REQUIREMENTS

11.1 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.

11.2 If required, within ten (10) days after award, the Contractor shall provide a list identifying the Contractor staff including: 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 Bahrain and Contractor will be required to travel to Bahrain to check-in at NAVFAC Bahrain for preliminary training and administrative matters.

11.3 COMPLETED AND FINAL National Agency Checks with Inquiries (NACI) and FBI Fingerprint (submit via a SF-85P or Tier 2) ARE REQUIRED for access to computer network based project files and emails. NO EXCEPTIONS currently allowed. Upon contract award, the Government will perform a Tier 2 security clearance review. If the candidate already has Tier 2 security clearance, the Government will confirm his or her eligibility determination through the Joint Personnel Adjudication System (JPAS). At time of solicitation issuance, the Government's Tier 2 investigation and adjudication process can take up to six months or longer. It is in the Contractor's best interest to propose candidates who already hold Tier 2 clearances.

Higher-level investigations (e.g. SF-86/Tier 3/Tier 3R) and adjudications are acceptable alternatives for SF-85/Tier 2. However, any higher level (e.g. Tier 3) security clearance is the contractor's responsibility and the investigation and adjudication process will not be performed by the Government. If the candidate already has Tier 3 security clearance, the Government will confirm his or her eligibility determination through the Joint Personnel Adjudication System (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.

11.4 Authority for access to Isa Air Base ultimately resides with the Royal Bahraini Air Force. Employees of certain nationalities may face increased access requirements in the form of more thorough background checks. If any Contractor employees are denied initial access to the installation by the Bahraini Government, the Contractor shall provide a qualified replacement at no cost to the Government and mobilize such personnel in accordance with their Management Plan.

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

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 8 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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

11.7 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 purposes.

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

12.1 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 the Kingdom of Bahrain. 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 Joint Travel Regulations (JTR) for contractor personnel.

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

## **13. CONTRACT / TASK ORDER TYPE**

This is a Firm-Fixed Price task order contract.

## **14. ADMINISTRATIVE CONSIDERATIONS**

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

14.2 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.

14.3 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 (ACO)

## **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 Sub-Contractors may be required as part of the performance of this effort to work with other Contractors working for the Government. Such other Contractors shall not direct this Contractor or this Contractor's Sub-Contractors in any manner. Also, this Contractor and/or its Sub-Contractors shall not direct the work of such other Contractors in any manner, unless the actions of any other personnel pose immediate danger to

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 9 of 28	FINAL
----------------------------------	---	----------------------------------	-----------------	-------

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. GOVERNMENT FURNISHED PROPERTY/INFORMATION**

19.1 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.

19.2 The Government will provide safety vests and hard hats, and in accordance with Section H - Special Contract Requirements. 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 Isa Air Base. 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.

19.3 The Government will provide Government vehicles to contractor personnel for the performance of any on-base inspections or site visits.

## **20. OTHER TERMS AND CONDITIONS**

20.1 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.

20.2 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.

## **21. IMMIGRATION AND VISA REQUIREMENTS**

21.1 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

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 10 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

Bahrain are satisfied.

21.2 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.

## **22. HOUSING AND TRANSPORTATION**

The contractor is responsible for all lodging, meals, commuting costs, and incidental costs for their personnel while they are at Isa Air Base, 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.

## **23. GOVERNMENT PROJECT OFFICER / CONTRACTING OFFICER'S REPRESENTATIVE**

The Government Project Officer will provide general instructions to the Contractor POC in Paragraph 24 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.

Isa Air Base Contracting Officer's Representative (COR) LT Hernan Rivera or designated successor  
Phone: 011-973-1795-1525

E-Mail: [hernan.rivera@me.navy.mil](mailto:hernan.rivera@me.navy.mil)

\*Cc: [Michael.collins@me.navy.mil](mailto:Michael.collins@me.navy.mil)

\*copy LCDR Michael Collins at the above email address on all correspondence to the Government POC)

## **24. 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.

## **25. POST-AWARD KICK-OFF MEETING**

The Government will coordinate a post-award Kick-off meeting soon after task order award to ensure that all parties understand the terms and conditions of this task order. The Contractor, Government Project Officer (i.e. COR), and the Administrative Contract Specialist are required to attend. The meeting will be held via telephone conference.

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 11 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

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

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 12 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

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

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 13 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION F DELIVERABLES OR PERFORMANCE

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

8001	4/5/2016 - 4/4/2017
8002	4/5/2017 - 4/4/2018
8003	4/5/2018 - 4/4/2019

### CLIN - DELIVERIES OR PERFORMANCE

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

8001	4/5/2016 - 4/4/2017
8002	4/5/2017 - 4/4/2018
8003	4/5/2018 - 4/4/2019

Services to be performed hereunder will be provided at PWD Bahrain, NAVFAC EURAFSWA, located at Isa Air Base.

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 14 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## SECTION G CONTRACT ADMINISTRATION DATA

### 1.0 ADMINISTRATIVE CONTRACTING OFFICES AND PAYING OFFICES

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

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



CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 15 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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.

*Inspection location:* N33191/BAHRAI

*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/BAHRAI

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

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 16 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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: LT Martin Miller [martin.miller@me.navy.mil](mailto:martin.miller@me.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:

Isa Air Base Contracting Officer's Representative (COR) LT Martin Miller or designated successor

Phone: 011-973-1795-1525

E-mail: [martin.miller@me.navy.mil](mailto:martin.miller@me.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. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 18 of 28	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)

Engineering

Technician

(Company

Name)

Support Contractor for PWD Bahrain, Isa Air Base

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

(Name)

Engineering

Technician

(Company

Name)

Support Contractor for PWD Bahrain, Isa Air Base

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

(Name)

Engineering

Technician

(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. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 19 of 28	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 (OCT2015)  
FAR 52.214-34 - SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)  
FAR 52.228-3 – WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT). (JUL 2014)  
FAR 52.228-4 - WORKERS COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)  
FAR 52.229-6 - TAXES - FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)  
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 – BASIC (SEP 2014)  
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 task order 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 (MAR 2015)

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 20 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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

“Agent” means any individual, including a director, an officer, an employee, or an independent contractor, authorized to act on behalf of the organization.

“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.

“Commercially available off-the-shelf (COTS) item” means--

- (1) Any item of supply (including construction material) that is—
  - (i) A commercial item (as defined in paragraph (1) of the definition at FAR 2.101);
  - (ii) Sold in substantial quantities in the commercial marketplace; and
  - (iii) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and
- (2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“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.

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 21 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

“Sex trafficking” means the recruitment, harboring, transportation, provision, or obtaining of a person for the purpose of a commercial sex act.

“Subcontract” means any contract entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime contractor or another subcontractor.

“United States” means the 50 States, the District of Columbia, and outlying areas.

(b) *Policy.* The United States Government has adopted a policy prohibiting trafficking in persons including the trafficking-related activities of this clause. Contractors, contractor employees, and their agents 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;
- (3) Use forced labor in the performance of the contract;
- (4) Destroy, conceal, confiscate, or otherwise deny access by an employee to the employee's identity or immigration documents, such as passports or drivers' licenses, regardless of issuing authority;
- (5)
  - (i) Use misleading or fraudulent practices during the recruitment of employees or offering of employment, such as failing to disclose, in a format and language accessible to the worker, basic information or making material misrepresentations during the recruitment of employees regarding the key terms and conditions of employment, including wages and fringe benefits, the location of work, the living conditions, housing and associated costs (if employer or agent provided or arranged), any significant cost to be charged to the employee, and, if applicable, the hazardous nature of the work;
  - (ii) Use recruiters that do not comply with local labor laws of the country in which the recruiting takes place;
- (6) Charge employees recruitment fees;
- (7)
  - (i) Fail to provide return transportation or pay for the cost of return transportation upon the end of employment--
    - (A) For an employee who is not a national of the country in which the work is taking place and who was brought into that country for the purpose of working on a U.S. Government contract or subcontract (for portions of contracts performed outside the United States); or
    - (B) For an employee who is not a United States national and who was brought into the United States for the purpose of working on a U.S. Government contract or subcontract, if the payment of such costs is required under existing temporary worker programs or pursuant to a written agreement with the employee (for portions of contracts performed inside the United States); except that--
  - (ii) The requirements of paragraphs (b)(7)(i) of this clause shall not apply to an employee who is--
    - (A) Legally permitted to remain in the country of employment and who chooses to do so; or
    - (B) Exempted by an authorized official of the contracting agency from the requirement to provide return transportation or pay for the cost of return transportation;
  - (iii) The requirements of paragraph (b)(7)(i) of this clause are modified for a victim of trafficking in persons who is seeking victim services or legal redress in the country of employment, or for a witness in an enforcement action related to trafficking in persons. The contractor shall provide the return transportation or pay the cost of return transportation in a way that does not obstruct the victim services, legal redress, or witness activity. For example, the contractor shall not

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 22 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

only offer return transportation to a witness at a time when the witness is still needed to testify. This paragraph does not apply when the exemptions at paragraph (b)(7)(ii) of this clause apply.

(8) Provide or arrange housing that fails to meet the host country housing and safety standards; or

(9) If required by law or contract, fail to provide an employment contract, recruitment agreement, or other required work document in writing. Such written work document shall be in a language the employee understands. If the employee must relocate to perform the work, the work document shall be provided to the employee at least five days prior to the employee relocating. The employee's work document shall include, but is not limited to, details about work description, wages, prohibition on charging recruitment fees, work location(s), living accommodations and associated costs, time off, roundtrip transportation arrangements, grievance process, and the content of applicable laws and regulations that prohibit trafficking in persons.

(c) *Contractor requirements.* The Contractor shall—

(1) Notify its employees of—

(i)

- A. The United States Government's policy prohibiting trafficking in persons 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:** DOD Instruction 2200.01, dated April 21, 2015, entitled “Combating Trafficking in persons.”

**Document may be obtained from:** [http://webcache.googleusercontent.com/search?q=cache:\\_xlzWW-QGeYJ:www.dtic.mil/whs/directives/corres/pdf/220001p.pdf+&cd=1&hl=en&ct=clnk&gl=it](http://webcache.googleusercontent.com/search?q=cache:_xlzWW-QGeYJ:www.dtic.mil/whs/directives/corres/pdf/220001p.pdf+&cd=1&hl=en&ct=clnk&gl=it)

**Applies to performance in/at:** Isa Air Base, Bahrain

(ii) The actions that will be taken against employees or agents for violations of this policy. Such actions for employees 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, agents, or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.*

(1) The Contractor shall inform the Contracting Officer and the agency Inspector General immediately of—

(i) Any credible information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, subcontractor employee, or their agent has engaged in conduct that violates the policy in paragraph (b) of this clause (see also 18 U.S.C. 1351, Fraud in Foreign Labor Contracting, and 52.203-13(b)(3)(i)(A), if that clause is included in the solicitation or contract, which requires disclosure to the agency Office of the Inspector General when the Contractor has credible evidence of fraud); and

(ii) Any actions taken against a Contractor employee, subcontractor, subcontractor employee, or their agent pursuant to this clause.

(2) If the allegation may be associated with more than one contract, the Contractor shall inform the contracting officer for the contract with the highest dollar value.

(e) *Remedies.* In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), (g), (h), or (i) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;



CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 23 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

- (2) Requiring the Contractor to terminate a subcontract;
- (3) Suspension of contract payments until the Contractor has taken appropriate remedial action;
- (4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;
- (5) Declining to exercise available options under the contract;
- (6) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or
- (7) Suspension or debarment.

(f) *Mitigating and aggravating factors.* When determining remedies, the Contracting Officer may consider the following:

- (1) *Mitigating factors.* The Contractor had a Trafficking in Persons compliance plan or an awareness program at the time of the violation, was in compliance with the plan, and has taken appropriate remedial actions for the violation, that may include reparation to victims for such violations.
- (2) *Aggravating factors.* The Contractor failed to abate an alleged violation or enforce the requirements of a compliance plan, when directed by the Contracting Officer to do so.

(g) *Full cooperation.*

- (1) The Contractor shall, at a minimum—
  - (i) Disclose to the agency Inspector General information sufficient to identify the nature and extent of an offense and the individuals responsible for the conduct;
  - (ii) Provide timely and complete responses to Government auditors' and investigators' requests for documents;
  - (iii) Cooperate fully in providing reasonable access to its facilities and staff (both inside and outside the U.S.) to allow contracting agencies and other responsible Federal agencies to conduct audits, investigations, or other actions to ascertain compliance with the Trafficking Victims Protection Act of 2000 (22 U.S.C. chapter 78), E.O. 13627, or any other applicable law or regulation establishing restrictions on trafficking in persons, the procurement of commercial sex acts, or the use of forced labor; and
  - (iv) Protect all employees suspected of being victims of or witnesses to prohibited activities, prior to returning to the country from which the employee was recruited, and shall not prevent or hinder the ability of these employees from cooperating fully with Government authorities.
- (2) The requirement for full cooperation does not foreclose any Contractor rights arising in law, the FAR, or the terms of the contract. It does not—
  - (i) Require the Contractor to waive its attorney-client privilege or the protections afforded by the attorney work product doctrine;
  - (ii) Require any officer, director, owner, employee, or agent of the Contractor, including a sole proprietor, to waive his or her attorney client privilege or Fifth Amendment rights; or
  - (iii) Restrict the Contractor from—
    - (A) Conducting an internal investigation; or
    - (B) Defending a proceeding or dispute arising under the contract or related to a potential or disclosed violation.

(h) *Compliance plan.*

- (1) This paragraph (h) applies to any portion of the contract that—

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 24 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(i) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(ii) Has an estimated value that exceeds \$500,000.

(2) The Contractor shall maintain a compliance plan during the performance of the contract that is appropriate—

(i) To the size and complexity of the contract; and

(ii) To the nature and scope of the activities to be performed for the Government, including the number of non-United States citizens expected to be employed and the risk that the contract or subcontract will involve services or supplies susceptible to trafficking in persons.

(3) *Minimum requirements.* The compliance plan must include, at a minimum, the following:

(i) An awareness program to inform contractor employees about the Government's policy prohibiting trafficking-related activities described in paragraph (b) of this clause, the activities prohibited, and the actions that will be taken against the employee for violations. Additional information about Trafficking in Persons and examples of awareness programs can be found at the Web site for the Department of State's Office to Monitor and Combat Trafficking in Persons at <http://www.state.gov/j/tip/>.

(ii) A process for employees to report, without fear of retaliation, activity inconsistent with the policy prohibiting trafficking in persons, including a means to make available to all employees the hotline phone number of the Global Human Trafficking Hotline at 1-844-888-FREE and its email address at [help@befree.org](mailto:help@befree.org).

(iii) A recruitment and wage plan that only permits the use of recruitment companies with trained employees, prohibits charging recruitment fees to the employee, and ensures that wages meet applicable host-country legal requirements or explains any variance.

(iv) A housing plan, if the Contractor or subcontractor intends to provide or arrange housing, that ensures that the housing meets host-country housing and safety standards.

(v) Procedures to prevent agents and subcontractors at any tier and at any dollar value from engaging in trafficking in persons (including activities in paragraph (b) of this clause) and to monitor, detect, and terminate any agents, subcontracts, or subcontractor employees that have engaged in such activities.

(4) *Posting.*

(i) The Contractor shall post the relevant contents of the compliance plan, no later than the initiation of contract performance, at the workplace (unless the work is to be performed in the field or not in a fixed location) and on the Contractor's Web site (if one is maintained). If posting at the workplace or on the Web site is impracticable, the Contractor shall provide the relevant contents of the compliance plan to each worker in writing.

(ii) The Contractor shall provide the compliance plan to the Contracting Officer upon request.

(5) *Certification.* Annually after receiving an award, the Contractor shall submit a certification to the Contracting Officer that—

(i) It has implemented a compliance plan to prevent any prohibited activities identified at paragraph (b) of this clause and to monitor, detect, and terminate any agent, subcontract or subcontractor employee engaging in prohibited activities; and

(ii) After having conducted due diligence, either—

(A) To the best of the Contractor's knowledge and belief, neither it nor any of its agents, subcontractors, or their agents is engaged in any such activities; or

(B) If abuses relating to any of the prohibited activities identified in paragraph (b) of this clause have been found, the Contractor or subcontractor has taken the appropriate remedial and referral actions.

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 25 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(i) *Subcontracts.*

(1) The Contractor shall include the substance of this clause, including this paragraph (i), in all subcontracts and in all contracts with agents. The requirements in paragraph (h) of this clause apply only to any portion of the subcontract that—

(A) Is for supplies, other than commercially available off-the-shelf items, acquired outside the United States, or services to be performed outside the United States; and

(B) Has an estimated value that exceeds \$500,000.

(2) If any subcontractor is required by this clause to submit a certification, the Contractor shall require submission prior to the award of the subcontract and annually thereafter. The certification shall cover the items in paragraph (h)(5) of this clause.

(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 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.

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 26 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

(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)

#### 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'

CONTRACT NO. N00178-10-D-6237	DELIVERY ORDER NO. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 27 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

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. N00178-10-D-6237-EJ10	AMENDMENT/MODIFICATION NO. 02	PAGE 28 of 28	FINAL
----------------------------------	---	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

- (1) Past Performance Questionnaire
- (2) NSA Bahrain Contractor Visa Information