

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 2
2. AMENDMENT/MODIFICATION NO. P00004	3. EFFECTIVE DATE 11-Feb-2020	4. REQUISITION/PURCHASE REQ. NO. N3319118F3000		5. PROJECT NO. (If applicable) N/A
6. ISSUED BY NAVFAC EUROPE PSC 817 Box 51 FPO FPO AE 09622-0051 ronnie.sales@eu.navy.mil 314-626-6401	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 1800 Diagonal Road, Ste 600 Alexandria VA 22314		9A. AMENDMENT OF SOLICITATION NO.
		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-10-D-6237 / N3319118F3000
CAGE CODE 4XZF6 FACILITY CODE		10B. DATED (SEE ITEM 13) 30-Sep-2018

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)
SEE SECTION G

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

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

E. IMPORTANT: Contractor is not, is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print) Jonathan B. Larson, Executive Vice President of Business Operations		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) VICKI A BLANKENSHIP, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Jonathan B. Larson (Signature of person authorized to sign)	15C. DATE SIGNED 10-Feb-2020	16B. UNITED STATES OF AMERICA BY /s/VICKI A BLANKENSHIP (Signature of Contracting Officer)	16C. DATE SIGNED 10-Feb-2020

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)
Prescribed by GSA
FAR (48 CFR) 53.243

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GENERAL INFORMATION

The purpose of this modification is to Exercise Option Year 1, CLINs 8004, 8005, and 8006. Accordingly, subject Task Order is modified as follows: Exercise OY1 CLIN: CLIN 8004, 8005, and 8006 (ET Support Naples, Italy, Rota, Spain and Sigonella, Italy.) Total Option Year 1 Price 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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8004	O&MN,N			
8005	O&MN,N			
8006	O&MN,N			

The total value of the order is hereby increased from

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8004			
8005			
8006			

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8001	R499	CONSTRUCTION MANAGER / ENGINEERING SUPPORT NAPLES: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Naples, Italy for Construction Manager and Engineering Technician Support Services from 2/11/2019 - 2/10/2020. (O&MN,N)				
8002	R499	CONSTRUCTION MANAGER / ENGINEERING SUPPORT ROTA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Rota, Spain for Construction Manager and Engineering Technician Support Services from 2/11/2019 - 2/10/2020. (O&MN,N)				
8003	R499	ENGINEERING SUPPORT SIGONELLA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Sigonella, Italy, for Engineering Technician Support Services from 2/11/2019 - 2/10/2020. (O&MN,N)				
8004	R499	CONSTRUCTION MANAGER / ENGINEERING SUPPORT NAPLES: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Naples, Italy for Construction Manager and Engineering Technician Support Services from 2/11/2020 - 2/10/2021. (O&MN,N)				
8005	R499	CONSTRUCTION MANAGER / ENGINEERING SUPPORT ROTA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Rota, Spain for Construction Manager and Engineering Technician Support Services from 2/11/2020 - 2/10/2021. (O&MN,N)				
8006	R499	ENGINEERING SUPPORT SIGONELLA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Sigonella, Italy, for Engineering Technician Support Services from 2/11/2020 - 2/10/2021. (O&MN,N)				
8007	R499	CONSTRUCTION MANAGER / ENGINEERING SUPPORT NAPLES: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Naples, Italy for Construction Manager and Engineering Technician Support				

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
		Services from 2/11/2021 - 2/10/2022. (O&MN,N)				
		Option				
8008	R499	CONSTRUCTION MANAGER / ENGINEERING SUPPORT ROTA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Rota, Spain for Construction Manager and Engineering Technician Support Services from 2/11/2021 - 2/10/2022. (O&MN,N)				
		Option				
8009	R499	ENGINEERING SUPPORT SIGONELLA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Sigonella, Italy, for Engineering Technician Support Services from 2/11/2021 - 2/10/2022. (O&MN,N)				
		Option				
8010	R499	CONSTRUCTION MANAGER / ENGINEERING SUPPORT NAPLES: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Naples, Italy for Construction Manager and Engineering Technician Support Services from 2/11/2022 - 2/10/2023. (O&MN,N)				
		Option				
8011	R499	CONSTRUCTION MANAGER / ENGINEERING SUPPORT ROTA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Rota, Spain for Construction Manager and Engineering Technician Support Services from 2/11/2022 - 2/10/2023. (O&MN,N)				
		Option				
8012	R499	ENGINEERING SUPPORT SIGONELLA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Sigonella, Italy, for Engineering Technician Support Services from 2/11/2022 - 2/10/2023 (O&MN,N)				
		Option				
8013	R499	CONSTRUCTION MANAGER SUPPORT SIGONELLA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Sigonella, Italy, for Construction Manager Support Services from 2/11/2020 - 2/10/2021 . (O&MN,N)				
		Option				

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Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8014	R499	CONSTRUCTION MANAGER SUPPORT SIGONELLA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Sigonella, Italy, for Construction Manager Support Services from 2/11/2021 - 2/10/2022. (O&MN,N) Option				
8015	R499	CONSTRUCTION MANAGER SUPPORT SIGONELLA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Sigonella, Italy, for Construction Manager Support Services from 2/11/2022 - 2/10/2023 . (O&MN,N) Option				
8016	R499	CONSTRUCTION MANAGER SUPPORT SIGONELLA: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of PWBL, located at Sigonella, Italy, for Construction Manager Support Services from 2/11/2023 - 2/10/2024. (O&MN,N) Option				

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS)

FOR

FACILITIES ENGINEERING SUPPORT SERVICES

FOR NAVFAC EURAFSWA, NAPLES, ITALY

SIGONELLA, ITALY AND ROTA, SPAIN

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).

The following positions are required;

NAPLES, ITALY;

1.A One (1) Construction Management (CM) support services for the Public Works Department Naples located at Naples Italy and surrounding areas.

1.B One (1) Engineering Technician support services for the Public Works Department Naples at Naples Italy and surrounding areas.

Options:

ROTA, SPAIN;

1.A One (1) Construction Management (CM) support services for the Public Works Department Rota located at Rota, Spain and surrounding areas.

1.B One (1) Engineering Technician support services for the Public Works Department Rota located at Rota, Spain and surrounding areas.

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SIGONELLA, ITALY;

1.A One (1) Construction Management (CM) support services for the Public Works Department Sigonella located at Sigonella, Italy and surrounding areas.

1.B One (1) Engineering Technician support services for the Public Works Department Sigonella located at Sigonella, Italy and surrounding areas.

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

The Contractor shall not make decisions or judgments with respect to the adequacy of a contractor's compliance and performance since those decisions will be made by Government personnel. Additionally, Government personnel will make the final decisions with respect to the development of performance work statements (PWS), statements of work (SOW), work scope, and cost estimates.

Actions of Contractor personnel may not be interpreted or implemented in any manner that results in any Contractor personnel creating or modifying Federal policy, obligating the appropriated funds of the U.S. Government, overseeing the work of Federal employees, providing direct personal services to any Federal employee or otherwise violating the prohibitions set forth in Parts 7.5 and 37.1 of the Federal Acquisition Regulation (FAR). The Government will control access to the facility and will perform the inspection and acceptance of the completed work.

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

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

The Contractor(s) performing work under this PWS shall provide personnel with experience, qualifications,

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certifications, licenses, physical abilities and other requirements in this PWS to meet performance period, location, and security requirements as defined. Within three working days following award, the Contractor must submit documentation verifying that each employee assigned to perform work meets or exceeds the qualification requirements stated herein for Government acceptance. This submission of qualifications requirement remains for any subsequent employees. If, during the performance of services, any Contractor employee cannot continue to meet the requirements for any reason, the Contractor shall ensure that there is no gap in services longer than fourteen (14) calendar days per occasion or twenty-one (21) cumulative calendar days for each performance period. However, the Government reserves the right to prorate payment for such services not performed. 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. In such cases, the Contractor POC stated in Paragraph 26 shall coordinate absences or leave with the Government Contracting Officer's Representative (COR) stated in Paragraph 25 and the Administrative Contract Specialist as early as possible.

2. ORGANIZATION

Naval Facilities Engineering Command, Europe Africa Southwest Asia HQ, Naples, Italy.

3. TASKS/SERVICES

■ 1.A Construction Management (CM)/ ESPC Projects Support for PWD Naples, PWD Rota, and PWD Sigonella:

The contractor's role is to assist NAVFAC with the enforcement of construction contract provisions, including Energy Savings Performance Contracts (ESPC) type projects. Managing the project budget, schedule, quality, and scope. The CM is responsible for managing the planning, design (in the case of design build projects), construction and post construction phases, or portions thereof. The CM represents the interests of the project and of NAVFAC in its dealings with other construction professionals, and with other private and public entities. The CM contractor has the authority to stop any portion of the construction contractor's work that poses an imminent danger to personnel, equipment, or property. In the event that the CM must stop work due to imminent danger, the CM must immediately notify the assigned Contracting Officer Representative (COR) for the project.

The basis of personnel for Construction Management (CM) support for PWD Naples is estimated at one (1) full-time equivalent per 12 months level of effort (4160 hours). This estimate 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 less than 40 work hours per week, unless there is an official United States holiday listed in section 8A of the solicitation during the week. As support is not normally required

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during official holidays, the minimum level of support is reduced by 8 hours for each holiday.

At a minimum, the services provided will comply with the following references (incorporated by reference):

NAVFAC Business Management System (BMS)

Unified Facilities Criteria/Guide Specifications

Engineering and Construction Bulletin 2008-02

Engineering and Construction Bulletin 2008-03

EM-385-1-1

The CM services required include but are not limited to:

- 1.A.1 Review, monitor and/or recommend approval of the construction contractor's Quality Control Plan.
- 1.A.2 Review and recommend approval of the construction contractor's safety/accident prevention plans.
- 1.A.3 Ensure contractor compliance with safety requirements.
- 1.A.4 Review project plans and specifications for technical soundness and determine practicability from a construction management standpoint.
- 1.A.5 Make visits to project sites to obtain information on facility/site conditions and develop recommendations during project development.
- 1.A.6 Schedule and conduct post-award kickoff meetings and pre-construction conferences.
- 1.A.7 Review and monitor project schedules for construction progress with emphasis on

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milestone completion dates, phasing requirements, work flow, material deliveries, test dates, etc.

- 1.A.8 Analyze construction schedule submittals by construction contractors for appropriate logic and compliance with contract terms.
- 1.A.9 Assist in problem resolution and handling of disputed issues including development of Government negotiating position for changes to the contract.
- 1.A.10 Administer technical aspects of construction contract modifications (prepare cost estimates, review cost proposals, assist contract specialist or contracting officer in negotiations, prepare modification packages for processing by contracting officer).
- 1.A.11 Schedule, conduct, and document regular progress meetings and other construction related project meetings with all interested parties to review project status, discuss problems, and resolve issues.
- 1.A.12 Monitor the design and construction clarification process and, when appropriate, remind the designer and other parties involved of the need for timely actions.
- 1.A.13 Participate in all "Partnering" activities during construction (workshops, meetings, etc.) as required.
- 1.A.14 Provide technical assistance in answering requests for information (RFI) from construction contractors.
- 1.A.15 Coordinate construction operations between contractors, station personnel, and other government agencies.
- 1.A.16 Monitor ongoing construction to check contractor progress and verify compliance with plans and specifications.
- 1.A.17 Resolve problems not involving changes to contract value or duration and recommend solutions to the government construction manager for problems that may result

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in a change of contract value or duration.

- 1.A.18 Review construction contractor invoices for accurate reporting on percentage of work complete.
- 1.A.19 Ensure construction contractor maintains and regularly updates as-built drawings and that a complete set of as-built drawings is turned over at the close of the contract.
- 1.A.20 Participate in final acceptance and testing of major building systems including but not limited to fire protection certification, elevator certifications, ensuring contractor compliance in the areas of Testing and Balancing (TABs), Duct Air Leakage Testing (DALTS), Digital Control Systems (DDC) for HVAC systems.
- 1.A.21 Ensure the 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.
- 1.A.22 Coordinate the closeout process including punch list preparation and completion, testing and startup of major systems, training, final acceptance, contractor evaluation and final payment
- 1.A.23 Review Project Manager and Design Manager prepared project Statements of Work (SOWs) and Independent Government Estimates (IGEs) for accuracy and constructability before finalization of government solicitations and requests for proposal (RFPs).
- 1.A.24 Maintain proper construction contract document files according to NAVFAC standards.
- 1.A.25 Regularly review Quality Assurance reports from engineering technicians and ensure daily reports are filed in the contract file.
- 1.A.26 Use and prepare standard template documents for correspondence to construction contractors for deviations from contract schedule or quality.

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- 1.A.27 Prepare bi-weekly project status reports **using compatible with** NAVFAC enterprise contract management systems.

3.B. Engineering Technician (ET): ESPC Projects Support for PWD Naples, PWD Rota, and PWD Sigonella:

The Contractor's role is to assist NAVFAC in monitoring these construction contracts, including Energy Savings Performance Contracts (ESPC) type projects, 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. In the event that the ET must stop work due to imminent danger, the ET must immediately notify the assigned Contracting Officer Representative (COR) for the project.

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)

Engineering and Construction Bulletin 2008-02

Engineering and Construction Bulletin 2008-03

EM-385-1-1

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.B.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.B.2 Attend meetings including but not limited to post-award kickoff meetings and pre-construction

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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.B.3 Review and comment on contractor's Quality Control Plan and safety/accident prevention plans.

3.B.4 Review and comment on constructability reviews

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

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

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

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

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

3.B.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.B.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.

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3.B.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

As assigned by the COR (CI Core Design PLC or Supervisory General Engineer) the requirements above shall be performed on time, accurately, and completely. Service providers will submit a weekly project status report for any assigned project to the COR and attend any project status meetings. Contractor will provide a monthly report to Capital Improvements Business Line summarizing service provider actions for each month.

4.B. Electrical Engineer (EE) Support Services

Construction Manager (CM)

Design Manager (DM)

Contracting Officer (KO)

FEAD Contract Specialist (CS)

Supervisory General Engineer (SGE)

Contracting Officer's Representative (COR)

Engineering Technician (ET)

Summary Reports:

Deliverable	Reference	When due	# copies	Submit to
Contractor Project Officer	25	Two working days following award	1	KO
Documentation (i.e. resumes) indicating personnel meet or exceed qualifications	1, 3, and 5	Three (3) working days following award	1	KO / COR
Management Plan (updated version)	1	Five working days following award	1	KO
Project Status Report	4	Friday each week	1	SGE, COR, APWO

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Summary of Service Provider Actions	4	Last working day of each month	1	KO, SGE, COR, APWO
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■ **4.A. Construction Management (CM) support for PWD Naples:**

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

Deliverable	Reference	When due	# copies	Submit to
Constructability Review Comments	3.A.4	As required by mission	1	DM
Cost estimate information/evaluation	3.A.10	As required by mission	1	CS
	3.A.11			
	3.A.23			
Invoice Review	3.A.18	Last working day of each month	1	CS
Submittal Reviews	3.A.4	As required by mission	1	SGE/CS/ET
	3.A.7			
	3.A.8			
	3.A.20			
	3.A.21			
	3.A.22			
3.A.23				

4.B. 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
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Daily Quality Assurance Report	3.B.7	First workday of following week	1	CM
Constructability Review Comments	3.B.4	As required by mission	1	DM
Safety Inspection Report	3.B.8	As required by mission	1	CM
Construction Inspection Report/Punch list	3.B.12 3.A.10 3.A.12	As required by mission	1	CM
Submittal Reviews	3.B.3 3.B.7 3.B.13 3.B.14	As required by mission	1	CM
Statements of Work and cost estimates	3.B.9	As required by mission	1	KO
Task orders updates/change requests	3.B.9	As required by mission	1	APWO/ KO

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

The contractor must meet the following requirements or have the following licenses or certifications for each position:

- 5.A Construction Management (CM) support for PWD Naples:
 - 5.A.1 Extensive technical and practical knowledge and experience (at least 5 years) as a Construction Manager, Project Manager, or Project Controls Manager, or ~~Contracting Officer's Technical Representative on Department of Navy or other Department of Defense Construction Projects~~ on projects similar to ESPC type projects having associated work on photovoltaic systems, cogeneration systems, EMCS retrofits, low flow water fixture

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upgrades, high efficiency boiler and HVAC system upgrades.

- 5.A.2 Construction Managers shall possess at least a Bachelor of Science (BS) degree in engineering, architecture, building construction, construction science or construction management. Only BS degrees from an accredited college or university recognized by the U.S. Department of Education are acceptable to meet the education requirements. Bachelor of Arts degrees do not qualify. Foreign degrees equivalent to the ABET BS degree above, that have been awarded reciprocity in the US are acceptable to meet the education requirements. Licensed/Certified Engineers In Training (EIT) Engineers or those Engineers who have passed the Fundamentals in Engineering (FE) exam in the US are exempt from education requirements. Registered architects in the US are exempt from education requirements. Registered/licensed Professional Foreign Engineers/Architects are exempt from education requirements.
- 5.A.3 Registration or Certification as a professional engineer (PE), registered architect (RA), certified construction manager (CCM), Project Management Professional (PMP), or certified facility manager (CFM) is desirable but not required.
- 5.A.4 Current certification of successful completion of the US Army Corps of Engineers (USACE) Construction Quality Management for Contractors course.
- 5.A.5 Knowledge of the three-phases of control and Construction Quality Management process is required.
- 5.A.6 Sound understanding of construction concepts, principles and practices applicable to multi-disciplined engineering projects and the design, layout, and supervision of construction operation.
- 5.A.7 Ability to review technical engineering specifications and statements of work covering complex and diverse engineering designs or changes to the contract documents.
- 5.A.8 Thorough knowledge of construction practices and methods and construction management skills.
- 5.A.9 Ability to read, write, and speak fluent English (Common European Framework of Reference for Languages (CEFR) C1 level preferred but minimum B2) in order to report

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on progress and outcome of technical assignments and to present recommendations to government personnel.

- 5.A.10 Ability to read, write, and speak fluent Host Nation (Common European Framework of Reference for Languages (CEFR) C1 level preferred but minimum B2) in order to report on progress and outcome of technical assignments and to present recommendations to government personnel.
- 5.A.11 Ability to monitor construction projects to a successful and timely completion with respect to schedule and budget.
- 5.A.12 ~~Knowledge of Primavera~~ Ability to review an electronic scheduling software ~~and/or other construction schedule software packages including and the~~ logic networking ~~which generates the critical path schedule. and cost loaded schedules.~~
- 5.A.13 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.
- 5.A.14 Knowledge 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.15 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.
- 5.A.16 Must successfully pass required security background investigations.
- 5.A.17 Evidence of successful work performance from previous employers. Resume of proposed candidate shall include names, titles, and contact information of previous employers. The Government reserves the right to contact previous employers to assess proposed candidates capability of successfully performing work for this requirement.
- 5.A.18 Have experience in ESPC type projects such as photovoltaic systems, cogeneration systems, EMCS retrofits, low flow water fixture upgrades, high efficiency boiler and

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HVAC system upgrades, etc.

5.A.17 The proposed candidate must demonstrate experience of the tasks, duties, and qualifications described in Paragraphs 3.A.1 thru 3.A.27 and 5.A.1 thru 5.A.16 of the PWS.

5.A.18 The Government will provide final approval of qualified candidates following task order award. The Government reserves the right to reject any resume that does not meet the standards described in the PWS.

5.A.19 The Government reserves the right, during the life of this contract, to request work histories on any contractor employee for the purposes of verifying compliance with the minimum requirements of this SOW. In the event that the government finds contractor employees to be incompetent or objectionable, the contractor will provide new personnel who meet the qualification requirements cited herein. The contractor shall nominate qualified personnel within 15 calendar days after notification. Should a replacement of personnel become necessary, the replacement must be approved by the Government.

■ **5.B Engineering Technician:**

5.B.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.B.2 Extensive experience, ability and understanding of facility construction concepts, principles and practices applicable to civil, mechanical, electrical, and/or environmental projects.

5.B.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.B.4 Thorough knowledge of construction practices and methods and construction management skills as demonstrated through relevant construction and/or construction management experience.

5.B.5 Ability to read, write, and speak fluent English (Common European Framework of Reference for Languages (CEFR) C1 level preferred but minimum B2) in order to report on progress and outcome of technical assignments and to present recommendations to government personnel.

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5.B.6 Ability to read, write, and speak fluent Host Nation (Common European Framework of Reference for Languages (CEFR) C1 level preferred but minimum B2) in order to report on progress and outcome of technical assignments and to present recommendations to government personnel.

5.B.7 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.B.8 ~~Have training and knowledge of Primavera scheduling software and/or other construction scheduling software packages is desired.~~ Knowledge of reading construction schedules generated from electronic software programs.

5.B.9 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.B.10 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.B.11 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.

5.B.12 Must successfully pass required security background investigation.

5.B.13 Have experience in ESPC type projects such as photovoltaic systems, cogeneration systems, EMCS retrofits, low flow water fixture upgrades, high efficiency boiler and HVAC system upgrades, etc..

5.B.14 The proposed candidate must demonstrate experience of the tasks, duties, and qualifications described in Paragraphs 3.B.1 thru 3.B.14 and 5.B.1 thru 5.B.12 of the PWS.

5.B.15 The Government will provide final approval of qualified candidates following task order award. The Government reserves the right to reject any resume that does not meet the standards described in the PWS.

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5.B.16 The Government reserves the right, during the life of this contract, to request work histories on any contractor employee for the purposes of verifying compliance with the minimum requirements of this SOW. In the event that the government finds contractor employees to be incompetent or objectionable, the contractor will provide new personnel who meet the qualification requirements cited herein. The contractor shall nominate qualified personnel within 15 calendar days after notification. Should a replacement of personnel become necessary, the replacement must be approved by the Government.

6. PERIOD OF PERFORMANCE

6.A The period of performance onsite at U.S. Navy Capodichino base, Naples, Italy is one calendar year from effective date of contract, as stated in block 3 of the award document (DD-1155), referred to as the base period. Personnel supporting this contract must be in place and ready to perform work within the first day of each performance period stated in "Section F – Deliverables or Performance.

6.B This task order includes three (3) option periods, which may be unilaterally exercised by the Government at the Government's discretion. 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. A negotiated economic adjustment factor for option periods will be considered.

7. PLACE OF PERFORMANCE

Services will be primarily performed on government facilities but may occasionally be provided off-site depending on program requirements. Local travel is considered within a 70-kilometer radius from each location (Sigonella, Rota and Naples) and is the responsibility of the contractor. Anticipate less than 10 trips within this local travel area. Travel outside of the local area will be considered reimbursable under the travel line item in Other Direct Costs.

8. OPERATIONAL HOURS

The contract will be based on a forty (40) hour work week during normal operating hours. Services delineated in this contract are expected to be performed by contractor personnel during normal Government work days, unless there is an official United States holiday listed below during the week. As support is not normally required during official holidays, the required level of support is reduced by eight (8) hours for each holiday. As a result, Contractor personnel are not expected to provide support during United States official holidays. While the contractor can provide leave to their personnel, this expense

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should be burdened in their rate. Contractors are only to bill for hours provided under this contract.

Emergency situations may require immediate response during normally off-duty hours, as directed by the COR and may require temporary adjustments to normal work schedules.

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

- New Year's Day (January 1).
- Birthday of Martin Luther King, Jr. (Third Monday in January).
- Washington's Birthday (Third Monday in February).
- Memorial Day (Last Monday in May).
- Independence Day (July 4).
- Labor Day (First Monday in September).
- Columbus Day (Second Monday in October).
- Veterans Day (November 11).
- Thanksgiving Day (Fourth Thursday in November).
- Christmas Day (December 25).

The following holidays will apply only to CLINS 8001, 8003, 8004, 8006, 8007, 8009, 8010, 8012

Italian Holidays

- New Year's Day
- Epiphany
- Easter Sunday
- Easter Monday
- Liberation Day
- International Workers' Day
- Republic Day
- Assumption Day
- All Saints' Day
- Immaculate Conception
- Christmas Day
- St Stephen's Day

The following holidays will apply only to CLINS 8002, 8005, 8008, 8011

Spanish Holidays

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- Epifanía del Señor
- Viernes Santo
- Lunes de Pascua Florida
- Fiesta del Trabajo
- Lunes de Pascua Granada
- San Juan
- Asunción de la Virgen
- Diada Nacional de Cataluña
- Día de la Merced
- Fiesta Nacional de España
- Día de Todos los Santos
- Día de la Constitución
- Inmaculada Concepción
- Navidad
- San Esteban

9. OVERTIME

There is no overtime. As described in Paragraph 8, Operational Hours of the PWS, emergency situations may require immediate response during normally off-duty hours, as directed by the COR and may require temporary adjustments to normal work schedules. The hours worked outside of normal business hours shall allow time off during normal work schedules, 1:1. Hours outside of normal business hours will be paid at the same rate as normal business hours.

10. SECURITY REGULATIONS AND REQUIREMENTS

10.A 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 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.

10.B. In accordance with U.S.-Italy Status of Freedom Agreement, a DOD contractor is a Technical Representative (TR). In order to work in Italy, contractor personnel must comply with SOFA agreement and register in the DOD Contractor Personnel Office (DOCPER). Website: <https://wr.acpol.army.mil/dcops-user/>. This process takes time therefore all Offerors must review and understand this process. The Contractor bears sole responsibility to ensure that all necessary paperwork, fees, and sponsorship requirements necessary to complete this task. Furthermore, NAVFAC EURAFSWA will not concur to computer access forms until this task is complete.

10.C All offerors must comply with the Synchronized Pre-deployment and Operational Tracker (SPOT) requirements discussed in Section I – Contract Clauses. “DFARS CLAUSE 252.225-7040 CONTRACTOR PERSONNEL SUPPORTING U.S. ARMED FORCES DEPLOYED OUTSIDE THE UNITED STATES.” SPOT website: <https://spot.dmdc.mil/default.aspx>. Contractors are responsible for

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SPOT registration and any delay of registering in SPOT relies upon the contractor. Upon registration it is the contractor's responsibility to immediately notify the COR.

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

10.E Access to Government computer and workstations is required and will require obtaining a background check. The contractor is responsible to provide all necessary information to clear the security check and gain a Common Access Card (CAC). Failure to provide all information or failure of background security check will result in rejection of candidate. Within 3 days after contract award, the contractor is to contact the COR for security information and forms required.

10.F Non-U.S. citizens or third-country national personnel **ARE REQUIRED** to undergo background security checks, subject to host nation or contractor's country security requirements for access to computer network based project files and emails. NO EXCEPTIONS currently allowed. The Government agency or firm to perform the background security check will depend on the contractor's country of residence.

10.G 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.H No drug use at any time 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.I 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

11. OTHER DIRECT COSTS (ODC): REIMBURSABLE EXPENSES (TRAVEL, OVERTIME, TRAINING, EQUIPMENT OR MATERIALS, ETC.)

11.A Other Direct Costs is defined as reimbursable expenses to cover travel, training, equipment or materials to perform the duties. All ODCs must be pre-approved expenses prior to commencement. The

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contractor will track usage of the ODCs allotments in the contract to ensure no over expenditure. If additional funds are necessary, a modification will be required.

Funds in the amount of \$15,000 have been reserved for this effort. A separate CLIN will be set up on the contract for this cost. At the completion of the performance period a deductive modification will be made to the contract for removal of any additional funds which were not used for rate reimbursement of travel/training costs.

11.B Local travel may be required. The Contractor service provider may be required to travel to other local locations in support of the tasks described in this Performance Work Statement. For the purposes of this PWS, local travel for the purposes of this PWS is defined to be travel within 70 KM of the duty station. (as applicable to each service in 1.A and 1.B). The cost and means of local travel is the responsibility of the Contractor. The Government is not required to provide transportation to any Contractor employee.

11.C Temporary duty (TDY) travel may be required. The contractor may be required to travel to other locations in support of the tasks described in this statement of work. Prior to incurring any travel expenses, contractor personnel must obtain written authorization from the COR that approves approximate travel, dates, expected duration, origin and destination, purpose, estimated costs and the number and names of personnel traveling. If travel is required outside the local area, it will be agreed upon prior to the travel and will. Limited travel is anticipated and the number of trips is undetermined.

11.D Travel reimbursement requests must be in compliance with the Joint Travel Regulations (JTR). Contractor expense reports shall be prepared and processed in accordance with the JTR. For additional information on local travel requirements see Paragraph 15.

11.E The contractor is required to provide a fully trained construction manager and engineering technician in their career field. Specialized training required by the Government other than those required for career field certification may be paid at the Government's expense. This training must be identified and approved by Government personnel.

11.F Equipment or materials will be reimbursed based upon receipts. Equipment or materials costs will need to be approved prior to purchase or rental by the workload manager.

12. TASK TYPE

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

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13. NON-PERSONAL SERVICE STATEMENT

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 an oversight plan 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.

14. ADMINISTRATIVE CONSIDERATIONS

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

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

15. GOVERNMENT FURNISHED PROPERTY/INFORMATION

15.1 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.

15.2 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 working space, desktop computer(s), software, and typical office supplies for Contractor labor support located onsite at each location.

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16. CONTRACTOR INTERFACE

The Contractor and/or his Subcontractors 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 Subcontractors in any manner. Also, this Contractor and/or its Subcontractors shall not direct the work of such other Contractors in any manner, unless the actions of any other personnel pose immediate danger to life or health of personnel.

17. DISCLOSURE OF INFORMATION

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

18. ACCESS TO PROPRIETARY DATA

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

19. QUALITY ASSURANCE

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

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20. GOVERNMENT FURNISHED PROPERTY/INFORMATION

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

20.B The Government will provide safety vests and hard hats. Hard hats must comply with Section H of this task order. Contractors shall provide all other Personal Protective and Safety Equipment (e.g. steel-toe safety shoes and safety glasses) which shall comply with EM385-1-1. All other Personal Protective and Safety Equipment shall be provided by the Contractor. Report generation and tracking through the use of Government databases are necessary functions for the services provided in this PWS, therefore the Government will furnish computer assets for these functions, but the contractor is required to provide laptop computers with AutoCADD and Microsoft office program suite for each contract employee in order to update documents when unable to access government computers.

21. HOUSING AND TRANSPORTATION

The contractor is responsible for ensuring its contractor employee has all lodging, meals, commuting costs, and incidental costs for their personnel for the duration of this contract (non-TDY status). The Construction Manager (service in 1.A) and Engineer Technician (service in 1.B) support services must be prepared to perform the tasks, services, and deliverables described in PWS Paragraphs 3 and 4 within 10 calendar days upon arrival at performance location. Furthermore, the contractor is also responsible for all relocation related costs for their personnel. The Government will not provide housing (on or off base), meals, or transportation for personnel's commute to and from work.

22. IMMIGRATION AND VISA REQUIREMENTS

22.A The Contractor bears sole responsibility to ensure that all necessary paperwork, fees, and sponsorship requirements necessary to obtain required visa and comply with all Italy/Spain immigration regulations to work in Italy/Spain are satisfied.

22.B Upon arrival in country the Contractor shall take the following documents to the base access office four each location: 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..

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23. OTHER TERMS AND CONDITIONS

23.A In accordance with FAR 7.503(c)(12)(ii) & FAR 7.503(c)(12)(viii) this individual will not serve on Technical Evaluation Boards, Price Evaluation Boards or Source Selection Boards as an advisory member without first receiving approval for the use of advisory and assistance services by the NAVFAC EURAFSWA Acquisition office in accordance with NFAS 37.203. In addition, this individual will not be assigned as a Contracting Officer's Authorized Representative.

23.B In accordance with DFARS 211.106, there must be a "clear distinction between Government employees and contractor employees. "Contracts shall require contractor personnel to clearly identify that they are contracted personnel. The required information may be found under section "H" of the solicitation.

24. GOVERNMENT CONTRACTING OFFICER'S REPRESENTATIVE (COR)

The Government Contracting Officer's Representative (COR) will provide general instructions to the contractor POC on limitations and deadlines. The COR is responsible for administration of the task order in compliance with the contract to include inspection and acceptance of deliverables.

Contracting Officer Representative, COR

Point of Contact: Gregory Lewis or Designated Successor

Phone: DSN: 314-626-7723

E-Mail: gregory.lewis@eu.navy.mil

25. CONTRACTOR'S PROJECT MANAGER

The contractor will provide the Contracting Officer and the COR 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.

26. POST AWARD MEETING

Consistent with Section H of basic contract, the Government will coordinate a Post Award meeting soon after task order award to ensure that all parties understand the terms and conditions of this task order. The Contractor, Contracting Officer's Representative (COR), and the Administrative Contract Specialist

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are required to attend. The meeting will be held via telephone conference at the earliest convenience.

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

8001	2/11/2019 - 2/10/2020
8002	2/11/2019 - 2/10/2020
8003	2/11/2019 - 2/10/2020
8004	2/11/2020 - 2/10/2021
8005	2/11/2020 - 2/10/2021
8006	2/11/2020 - 2/10/2021

CLIN - DELIVERIES OR PERFORMANCE

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

8001	2/11/2019 - 2/10/2020
8002	2/11/2019 - 2/10/2020
8003	2/11/2019 - 2/10/2020

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

8004	2/11/2020 - 2/10/2021
8005	2/11/2020 - 2/10/2021
8006	2/11/2020 - 2/10/2021
8007	2/11/2021 - 2/10/2022
8008	2/11/2021 - 2/10/2022
8009	2/11/2021 - 2/10/2022
8010	2/11/2022 - 2/10/2023
8011	2/11/2022 - 2/10/2023
8012	2/11/2022 - 2/10/2023
8013	2/11/2019 - 2/10/2020
8014	2/11/2020 - 2/10/2021
8015	2/11/2021 - 2/10/2022
8016	2/11/2022 - 2/10/2023

Services to be performed hereunder will be provided at Naples, Italy, Rota, Spain and Sigonella Italy.

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SECTION G CONTRACT ADMINISTRATION DATA

(1) Contract administering office for this task order is NAVFAC EURAFSWA, Naples, Italy. Government points of contact shall be provided upon contract award.

(2) The Government intends to use Wide Area Work Flow (WAWF) for invoice processing. WAWF invoice procedures shall be provided upon contract award.

(3) Public Works Department (PWD) located in Naples, Italy, Contracting Officer's Representative (COR) for this award is:

Gregory Lewis or designated successor

Phone: +39 081-568-7723

E-Mail: gregory.lewis@eu.navy.mil

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

2.0. Contractor and Contract Employee Requirements:

2.1.1. Contract employees shall answer the phone as follows:

(Name) / (Name of Contractor) Support Contractor

2.1.2. All Contractor documents shall include the following depending on their location:

(Name)

Engineering Technician (ET)

(Company Name)

Support Contractor for PWD Naples, Italy

Support Contractor for PWD Rota, Spain

Support Contractor for PWD Sigonella, Italy

2.1.3. Emails shall include the following:

(Name)

Engineering Technician (ET)

(Company Name)

Support Contractor for PWD Naples, Italy

Support Contractor for PWD Rota, Spain

Support Contractor for PWD Sigonella, Italy

2.1.4. Cubicles/workstation shall exhibit the following:

(Name)

Engineering Technician (ET)

(Contractor Name) / Contractor Support

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

NAVFAC EURAFSWA

(Company Name)

Support Contractor

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SECTION I CONTRACT CLAUSES

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

PROVISIONS / CLAUSES BY REFERENCE:

FAR 52.204-10 – REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)
 FAR 52.214-34 - SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
 FAR 52.228-3 – WORKERS COMPENSATION INSURANCE (DEFENSE BASE ACT). (APR 1984)
 FAR 52.228-4 - WORKERS COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (apr 1984)
 FAR 52.229-6 - TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)
 FAR 52.237-1 - SITE VISIT (APR 1984)
 FAR 52.237-2 - PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)
 FAR 52.246-4 - INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)
 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)
 DFARS 252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)
 DFARS 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (apr 1992)
 DFARS 252.229-7000 - INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)
 DFARS 252.229-7001 - TAX RELIEF (JUN 1997)
 DFARS 252.232-7008 - ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)
 DFARS 252.233-7001 - CHOICE OF LAW (OVERSEAS) (JUNE 1997)
 DFARS 252.232-7006 - wide area work flow payment instructions (may 2013)

PROVISIONS/CLAUSES BY FULL TEXT

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.

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(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.

“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—

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(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—

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(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--

(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

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(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—

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(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)

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.

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“Forced labor” means knowingly providing or obtaining the labor or services of a person—

- (1) By threats of serious harm to, or physical restraint against, that person or another person;
- (2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or
- (3) By means of the abuse or threatened abuse of law or the legal process.

“Involuntary servitude” includes a condition of servitude induced by means of—

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or
- (2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

- (1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or
- (2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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

(b) *Policy.* The United States Government has adopted a zero tolerance policy regarding trafficking in persons. Contractors and contractor employees shall not—

- (1) Engage in severe forms of trafficking in persons during the period of performance of the contract;
- (2) Procure commercial sex acts during the period of performance of the contract; or
- (3) Use forced labor in the performance of the contract.

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

- (1) Notify its employees of—
 - (i) (A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and
 - (B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title: Department of Defense Instruction 2200.01, dated September 15, 2010, entitled ‘Combating Trafficking in Persons.’

Document may be obtained from: <http://www.dtic.mil/whs/directives/corres/pdf/220001p.pdf>

Applies to Performance located at: SHEIK ISA AIR BASE, BAHRAIN and other areas of responsibilities in support of THE PUBLIC WORKS DEPARTMENT, NAVFAC EURAFSWA.

(ii) The actions that will be taken against employees for violations of this policy. Such actions may include, but are not limited to, removal from the contract, reduction in benefits, or termination of employment; and

(2) Take appropriate action, up to and including termination, against employees or subcontractors that violate the policy in paragraph (b) of this clause.

(d) *Notification.* The Contractor shall inform the Contracting Officer immediately of—

- (1) Any information it receives from any source (including host country law enforcement) that alleges a Contractor employee, subcontractor, or subcontractor employee has engaged in conduct that violates this policy; and
- (2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees

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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 52.228-3 – 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 52.252-2 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/vdfara.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

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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:

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 X The Contracting Officer's Representative (COR) will be designated by the Contracting Officer as the authorized representative of the Contracting Officer. The COR is responsible for monitoring performance and the technical management of the effort required hereunder, and should be contacted regarding questions or problems of a technical nature.

 X The designated Contract Specialist will be the Administrative Contracting Officer's representative on all other contract administrative matters. The Contract Specialist should be contacted regarding all matters pertaining to the contract or task/delivery orders.

 The designated Property Administrator is the Administrative Contracting Officer's representative on property matters. The Property Administrator should be contacted regarding all matters pertaining to property administration.

(End of clause)

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SECTION J LIST OF ATTACHMENTS