

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT

1. CONTRACT ID CODE
J

PAGE OF PAGES
1 2

2. AMENDMENT/MODIFICATION NO.
02

3. EFFECTIVE DATE
20-Jul-2016

4. REQUISITION/PURCHASE REQ. NO.
4451653

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

6. ISSUED BY CODE

N33191

7. ADMINISTERED BY (If other than Item 6)

CODE N33191

NAVFAC EUROPE
PSC 817 Box 51 FPO
AE 09622-0051

NAVFAC EUROPE
PSC 817 Box 51 FPO
AE 09622-0051

SCD: C

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

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

Michael-Bruno, LLC
PMB #5677, 2711 CENTERVILLE ROAD, SUITE 120
WILMINGTON DE 19808

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO.

N00178-10-D-6174-EJ05

10B. DATED (SEE ITEM 13)

29-Sep-2014

CAGE CODE 3X0Z4

FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

12. ACCOUNTING AND APPROPRIATION DATA (If required)

SEE SECTION G

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

(*) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)
NFAS 5252.217-9301 - OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES (JUN

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

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

SEE PAGE 2

15A. NAME AND TITLE OF SIGNER (Type or print)

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)

ELAINE R DELL'ISOLA, Contracting Officer

15B. CONTRACTOR/OFFEROR

15C. DATE SIGNED

16B. UNITED STATES OF AMERICA

16C. DATE SIGNED

(Signature of person authorized to sign)

BY /s/ELAINE R DELL'ISOLA

(Signature of Contracting Officer)

20-Jul-2016

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

N00178-10-D-6174-EJ05: This is a FFP MAC IDIQ task order to provide installation environmental support services for the Public Works Department (PWD) located at Camp Lemonnier, Djibouti, Africa.

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

(1) Exercise Option Year 2, CLIN 8002. Accordingly, subject Task Order is modified as follows:

- a. In accordance with NFAS 5252.217-9301 - OPTION TO EXTEND THE TERM OF THE CONTRACT – SERVICES (JUN 1994), the subject contract is hereby extended for the Second Option Year, for the contract performance period from 29 September 2016 through 28 September 2017:

CLIN 8002 (IET support) = _____

Total Estimated Option 2 Price =

- b. As a result of this modification, the cumulative contract price is increased by from to a new estimated total of
- c. The contract performance period has been changed to '29 September 2016 through 28 September 2017.'

(2) All other terms and conditions of this task order remain unchanged.

(3) Distribution:

LTJG Brian Wheelock, Alternate Contracting Officer’s Representative (COR)

(4) MOD REASON CODE: OPTN

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

The Line of Accounting information is hereby changed as follows:

The total amount of funds obligated to the task is hereby increased from by \$0.00 to

The total value of the order is hereby increased from

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

CLIN/SLIN From To

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R499	BASE PERIOD: Installation Environmental Technician Support: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of the Environmental Business Line, Public Works Department. (O&MN,N)	12.0	MO	\$	
8001	R499	OPTION PERIOD 1: Installation Environmental Technician Support: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of the Environmental Business Line, Public Works Department. (O&MN,N)	12.0	MO	\$	
8002	R499	OPTION PERIOD 2: Installation Environmental Technician Support: The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of the Environmental Business Line, Public Works Department. (O&MN,N)	12.0	MO	\$	

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS) FOR INSTALLATION ENVIRONMENTAL SUPPORT SERVICES FOR CAMP LEMONNIER, DJIBOUTI

1. SCOPE

Under this task order, the Contractor will independently provide services as set forth in this document in support of the overall operational objectives of Naval Facilities Engineering Command Europe Africa Southwest Asia (NAVFAC EURAFSWA). This contract/task order requirement is to provide installation environmental support services for the Public Works Department (PWD) located at Camp Lemonnier, Djibouti, Africa.

The Contractor shall provide oversight and administration of all Contractor staff and shall direct the efforts in response to specific task orders, work requirements and administrative support needs. This includes addressing all Community Management, Human Resource needs, planning and coordinating leave, and conducting employee reviews and appraisals of contractor personnel. The outcomes for this acquisition are consistent with the FAR 37.101 definition of service contracts.

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 material, equipment, and labor, to include technically qualified personnel to perform the services identified, unless specifically excepted 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 performing work under this PWS shall provide personnel with experience, qualifications, certifications, licenses, physical abilities and other requirements in this PWS to meet performance period, location and security requirements as defined. Within three working days following award, the Contractor must submit documentation verifying that each personnel assigned to perform work meets or exceeds the qualification requirements stated herein for Government acceptance. This submission of qualifications requirement remains for any subsequent personnel. If, during the performance of services, any Contractor personnel cannot continue to meet the requirements for any reason, the Contractor shall ensure that there is no gap in services longer than 14 cumulative calendar days per occasion and 21 cumulative days annually. However, the Government reserves the right to prorate payment for such services if not performed. In all such cases, the Contractor POC stated in Paragraph 25 shall coordinate absences or leave with the Government Project Officer stated in Paragraph 24 and the Administrative Contract Specialist as early as possible.

2. ORGANIZATION

These services will be performed at Camp Lemonnier, Djibouti in support of the Installation

Environmental Program Director (IEPD) who reports to the Public Works Officer, the head of the Public Works Department (PWD).

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3. TASKS/SERVICES

3A. Installation Environmental Technician:

The IET will monitor and provide recommendations to enforce environmental provisions. The IET will maintain and monitor environmental engineering and management programs at the installation based on current environmental engineering practices and regulations, including but not limited to the DOD 4715.05-G Overseas Environmental Baseline Guidance Document (OEBGD) of May 1, 2007, OPNAVINST 5090.1D of 10 Jan 2014, and other applicable DOD environmental instructions and policy.

The basis of personnel service for Installation and Environmental Technician service is estimated at two (2) full-time equivalents per 12 months level of effort; and does not include personal and sick leave nor any other time that does not directly support the services outlined in this paragraph. Personnel are expected to perform at a pace estimated at 45 work hours per week, unless there is an official United States holiday listed in 8.A during the week or Djibouti national holidays in 8.B are listed for reference. As support is not normally required during official holidays, the required level of support is reduced by 8 hours for each holiday.

IET will:

- 3.A.1. Act as a support contractor working in coordination with PWD staff for environmental engineering, compliance and management issues affecting the installation.
- 3.A.2. Prepare periodic environmental reports and make recommendations on the best method for resolving environmental findings. Maintain records and ensure closure of all findings in a timely manner.
- 3.A.3. Provide recommendations to ensure installation compliance with environmental engineering and management requirements. Provide recommendations to the IEPD for modification or approval of work with regard to technical and regulatory environmental requirements.
- 3.A.4. Maintain, and monitor environmental engineering and management programs at the installation. Conduct technical review of all installation environmental compliance plans and programs.
- 3.A.5. Apply environmental engineering skills to validate environmental processes and systems, and make recommendations to the IEPD regarding conduct and proposed improvements. These recommendations are based on current environmental engineering practices and regulations, including but not limited to the DOD 4715.05-G Overseas Environmental Baseline Guidance Document (OEBGD) of May 1, 2007, OPNAVINST 5090.1D of 10 Jan 2014, and other applicable DOD environmental instructions and policy.
- 3.A.6. Determine the technical and regulatory adequacy of all environmental compliance programs at the installation. Ensure the environmental compliance programs are compliant with environmental engineering standards and regulations. Monitor, evaluate, record, and report day-to-day environmental compliance of installation activities by civilian, military, and contract personnel.
- 3.A.7. Specifically, IET will provide recommendations for establishing and maintaining compliance for Camp Lemonnier, Djibouti in the following areas:
 - 3.A.7.a. Air emissions - in accordance with chapter 2 of the OEBGD. Prepare reports and maintain records as required by chapter 2.
 - 3.A.7.b. Drinking water - in accordance with chapter 3 of the OEBGD. Prepare reports and maintain records as required by chapter 3.
 - 3.A.7.c. Wastewater - in accordance with chapter 4 of the OEBGD. Prepare reports and maintain records as required by chapter 4.
 - 3.A.7.d. Hazardous material - in accordance with chapter 5 of the OEBGD. Prepare reports and maintain records as required by chapter 5.

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3.A.7.e. Hazardous waste - in accordance with chapter 6 of the OEBGD. Prepare reports and maintain records as required by chapter 6.

3.A.7.f. Solid waste - in accordance with chapter 7 of the OEBGD. Prepare reports and maintain records as required by chapter 7.

3.A.7.g. Medical waste management - in accordance with chapter 8 of the OEBGD. Prepare reports and maintain records as required by chapter 8.

3.A.7.h. Petroleum, oil, and lubricants - in accordance with chapter 9 of the OEBGD. Prepare reports and maintain records as required by chapter 9.

3.A.7.i. Pesticides - in accordance with chapter 11 of the OEBGD. Prepare reports and maintain records as required by chapter 11.

3.A.7.j. Historic and cultural resources - in accordance with chapter 12 of the OEBGD. Prepare reports and maintain records as required by chapter 12.

3.A.7.k. Natural resources and endangered species - in accordance with chapter 13 of the OEBGD. Prepare reports and maintain records as required by chapter 13.

3.A.7.l. Polychlorinated biphenyls - in accordance with chapter 14 of the OEBGD. Prepare reports and maintain records as required by chapter 14.

3.A.7.m. Asbestos - in accordance with chapter 15 of the OEBGD. Prepare reports and maintain records as required by chapter 15.

3.A.7.n. Lead-based paint - in accordance with chapter 17 of the OEBGD. Prepare reports and maintain records as required by chapter 17.

3.A.7.o. Spill prevention and response planning - in accordance with chapter 18 of the OEBGD. Prepare reports and maintain records as required by chapter 18.

3.A.7.p. Underground storage tanks - in accordance with chapter 19 of the OEBGD. Prepare reports and maintain records as required by chapter 19.

3.A.8. Complete environmental compliance audits and inspections of installation and tenant environmental sampling and testing, to include drinking water, wastewater, and air emissions. Analyze results of the audits and inspections to determine status of the systems and report the results to IEPD with any recommendations.

3.A.9. Use and apply environmental standards and regulations to monitor installation records and operations to ensure compliance. Convey environmental standards and regulations as policy and requirements to installation and contract personnel. Conduct technical evaluation of installation environmental programs and identify regional and installation requirements for the environmental program.

3.A.10. Conduct technical evaluation of installation environmental performance and prepare responses to technical requests for information on environmental programs.

3.A.11. Provide input for cost estimates for meeting installation environmental compliance requirements. Prepare technical documentation to support funding requests, address budget shortfalls, and monitors spending.

3.A.12. Be familiar with the requirements of the Environmental Management System (EMS) and provide recommendations to establish EMS procedures ensuring EMS conformance per OPNAVINST 5090.1D.

3.A.13. – Complete all training the Government deems necessary. Training may be either for professional development that the Government determines will enable the Contractor employee to provide enhanced support, or may be on general topics including, but not limited to: Equal Employment Opportunity, Sexual Harassment, and Trafficking in Persons.

4. DELIVERABLES

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

Contracting Officer (KO)
Installation Environmental Program Director (IEPD)
Contracting Officer's Representative (COR)

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

Deliverable	Reference	When due	# copies	Submit to
Contractor Project Officer (CPO)	25	Two working days following award and any time CPO changes.	1	KO
Documentation indicating service providers meet or exceed qualifications	1	Three working days following award	1	KO
Management Plan	1	Five working days following award	1	KO
Project Status Report	4	Friday each week	2	KO / COR
Summary of Service Provider Actions	4	Last working day of each month	2	KO / COR
Prepare Environmental reports for resolving environmental findings	3.A.1	As required by mission	1	IEPD
Recommendations for modifications regarding technical and regulatory environmental requirements.	3.A.2	As required by mission	1	IEPD
Environmental Compliance Records	3.A.3.a-p	As required by mission	1	IEPD
Analysis of Audits and Inspections	3.A.4	As required by mission	1	IEPD
Response to PAO requests for information concerning Environmental Issues	3.A.6	As required by mission	1	IEPD
Cost estimates and technical documentation reports	3.A.19	As required by mission	1	IEPD

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

The Contractor must meet the following requirements. All applicable training, clearances and certifications are required prior to contract commencement:

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5.A Installation Environmental Technician must have:

5.A.1. One of the following combinations of education and experience:

(1) a bachelor's degree in an environmental science or environmental engineering related field, or

(2) a bachelor's degree in a non-environmental related field and three years of experience supporting the oversight and operation of installation level environmental engineering programs.

Education must be from a college or university accredited by an organization approved by the U.S. Department of Education or equivalent foreign accreditation organization. See <http://ope.ed.gov/accreditation/Search.aspx>.

5.A.2. Knowledge of environmental engineering principles, concepts, and methods of environmental compliance programs, and skill in applying this knowledge in performing a variety of duties involving the evaluation, management, coordination, monitoring, and oversight environmental compliance programs, projects, or activities.

5.A.3. Practical, comprehensive knowledge and skill in application of environmental and natural resources law, regulations and program requirements, including DOD and Navy policy and program requirements (i.e., OPNAVINST 5090.1D and associated references, DOD 4715.05-G

Overseas Environmental Baseline Guidance Document). Be familiar with local environmental laws and regulations, and have ability to interpret their meaning.

5.A.4. Ability to communicate effectively orally and in writing to prepare and conduct briefings or training programs, lead group conferences, and write reports and letters.

5.A.5 Practical knowledge and understanding of environmental project management and regulatory processes.

5.A.6. Practical knowledge and understanding of environmental sciences and engineering sufficient to assess and correlate environmental data, verify results, evaluate and discuss technical aspects of work with scientists, engineers, and other environmental experts.

5.A.7. Ability to use a personal computer, with familiarity of the Microsoft Office suite to include Outlook, Excel spreadsheets, Word documents, and PowerPoint presentations.

5.A.8. - Ability to write and speak fluent English in order to report on progress and outcome of technical assignments and to present recommendations to government personnel.

5.A.9. - Must successfully pass required security background investigation, see paragraph 10 for complete security requirements.

6. PLACE OF PERFORMANCE

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

7. PERIOD OF PERFORMANCE

The period of performance onsite at Camp Lemonnier, Djibouti is one calendar year from effective date of contract, as stated in block 3 of the award document, referred to as the base period. Personnel supporting this contract must be in place at Camp Lemonnier and ready to perform work within 10 calendar days of contract 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.

8. OPERATIONAL HOURS

The Contractor shall coordinate actual work schedule with the IEPD and the COR. Services delineated in this PWS

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are expected to be performed by contractor personnel during normal Government work days, unless there is an official United States holiday listed in 8A during the week. The Government's normal business hours at Camp Lemonnier, Djibouti are Monday thru Friday, 0800 – 1700 and Saturday, 1200 – 1700. As support is not normally required during official holidays, the required level of support is reduced by 8 hours for each holiday. As a result, Contractor personnel are not expected to provide support during United States official holidays. Additionally, Djibouti national holidays in 8.B are listed for reference. Contract personnel are expected to provide services during Djibouti holidays, but need to be prepared to make allowances for impacts that these dates may have on the ability to successfully complete necessary services. Emergency situations may require immediate response during normally off-duty hours, as directed by the COR and may require temporary adjustments to normal work schedules.

8.A United States official holidays (dates may vary for each performance period):

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 Djibouti official holidays (dates may vary for each performance period):

Eid Al AdhaEl-am-Hejir (Islamic New Year)
Mouloud (Prophet's Birthday)
Labor Day
Ascension of the Prophet
Independence Day
Eid Al Fitr

9. OVERTIME

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

10. PAYMENT FOR UNAUTHORIZED WORK

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

11. SECURITY REGULATIONS AND REQUIREMENTS

11.1 Work under this task order is UNCLASSIFIED. 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, NICKNAME, COUNTRY OF CITIZENSHIP, and JOB TITLE. This information will be used for obtaining and issuing Common Access Cards (CAC).

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11.3 For U.S. citizens, a **COMPLETED AND FINAL** National Agency Checks with Inquiries (NACI) and FBI Fingerprint **ARE REQUIRED** for access to computer network based project files and emails. NO EXCEPTIONS currently allowed. NAVFAC EURAFSWA will process this paperwork.

11.4 Non-U.S. citizens **ARE REQUIRED** to undergo background security checks, subject to host nation or the contractor's residence 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. This will be addressed upon task order award.

11.5 Use of Drugs is Prohibited. No drug use is allowed at any time, on or off base, this includes chewing Khat. Violation of this requirement may result in immediate removal of personnel from the installation and/or termination of this contract.

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

12.1 Travel is not required, in the normal completion of duties.

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

12.3 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.

13. TASK TYPE

Firm Fixed-Price Contract.

14. ADMINISTRATIVE CONSIDERATIONS

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

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

15. NON-PERSONAL SERVICES STATEMENT

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

16. CONTRACTOR INTERFACE

The Contractor and/or his 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

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work of such other Contractors in any manner, unless the actions of any other personnel pose immediate danger to life or health of personnel.

17. DISCLOSURE OF INFORMATION

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

18. ACCESS TO PROPRIETARY DATA

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

19. QUALITY ASSURANCE

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

20. GOVERNMENT FURNISHED PROPERTY/INFORMATION

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

20.2 The Government will provide safety vests and hard hats. All other Personal Protective and Safety Equipment shall be provided by the Contractor. The Government will provide furnished administrative working space for Contractor personnel located onsite at Camp Lemonnier, Djibouti. 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 for these functions.

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

21. OTHER TERMS AND CONDITIONS

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

22. IMMIGRATION AND VISA REQUIREMENTS

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

22.2 Upon arrival in country the Contractor shall take the following to the Camp Lemonnier Base Access Control Office (BACO): 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 Camp Lemonnier is not responsible for the contracted personnel.

22.3 BACO will issue required correspondence authorizing entry to Camp Lemonnier.

23. HOUSING AND TRANSPORTATION

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

24. GOVERNMENT PROJECT OFFICER

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

Camp Lemonnier Contracting Officer's Representative (COR)

LCDR Joseph Dimino or designated successor

PSC 831, Box 0043, FPO, AE 09363

Phone: DSN 311-824-4889

E-Mail: joseph.l.dimino.mil@mail.mil

25. CONTRACTOR PROJECT OFFICER

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

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000	9/29/2014 - 9/28/2015
8001	9/29/2015 - 9/28/2016
8002	9/29/2016 - 9/28/2017

CLIN - DELIVERIES OR PERFORMANCE

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

8000	9/29/2014 - 9/28/2015
8001	9/29/2015 - 9/28/2016
8002	9/29/2016 - 9/28/2017

Services to be performed hereunder will be provided at Camp Lemonnier, Djibouti, Africa and/or other locations supporting the Public Works Department, NAVFAC EURAFSWA.

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SECTION G CONTRACT ADMINISTRATION DATA

SECTION G - CONTRACT ADMINISTRATION DATA

1.0 ADMINISTRATIVE CONTRACTING OFFICES AND PAYING OFFICES

1.1 The Contract Administrative Office for this contract is:

Naval Facilities Engineering Command Europe Africa Southwest Asia
Attn: Cherie Mitchell, Contract Specialist
Viale Porte, Box 51
Aeroporto Capodichino
80144 Napoli, Italia

1.2 Payments will be made via Electronics Transfer by:

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

2.0 WAWF INVOICING PROCEDURES

WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance

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location(s) in WAWF, as specified by the contracting officer.

Inspection location: N33191/DJIBOU

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.

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

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

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

Inspector: LCDR Joseph Dimino joseph.l.dimino.mil@me.navy.mil

Acceptor: Cherie Mitchell Cherie.Mitchell@eu.navy.mil

Certifying Official(s): Kathryn Balonek kathryn.balonek@eu.navy.mil

Elaine Dell'Isola elaine.dellisola@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. 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:

LCDR Joseph Dimino or designated successor

PSC 831, Box 0043, FPO, AE 09363

Phone: DSN 311-824-4889

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E-Mail: joseph.l.dimino.mil@mail.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."

Accounting Data

SLINID	PR Number	Amount
8000	PR N33191-14-NR-55001	
LLA :		
AA 1741804 52FA 252 00052 0 068732 2D C091B1 3379A4EC932Q		
Standard Number: N3379A14RC091B1		

BASE Funding 273252.00
Cumulative Funding 273252.00

MOD 01

8001	PR N33191-14-NR-55001
LLA :	
AB 1751804 52FA 254 00052 0 068732 2D C112B1 3379A5EC414Q	
Standard Number: N3379A15RC112B1	

MOD 01 Funding 273252.00
Cumulative Funding 546504.00

MOD 02

8002	PR N33191-14-NR-55001
LLA :	
AC 1761804 52FA 251 00052 0 068732 2D C093B1 3379A6EC415Q	
Standard Number: N3379A16RC093B1	

MOD 02 Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

There are no Special Contract Requirements.

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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
DFARS 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT
DFARS 252.229-7000 - INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)
DFARS 252.229-7001 - TAX RELIEF (JUN 1997)
DFARS 252.232-7008 - ASSIGNMENT OF CLAIMS (OVERSEAS) (JUNE 1997)
DFARS 252.233-7001 - CHOICE OF LAW (OVERSEAS) (JUNE 1997)
DFARS 252.232-7006 - WIDE AREA WORK FLOW PAYMENT INSTRUCTIONS (MAY 2013)

PROVISIONS/CLAUSES BY FULL TEXT

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

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

(END OF PROVISION)

FAR 52.217-5 - EVALUATION OF OPTIONS (JULY 1990)
EXCEPT WHEN IT IS DETERMINED IN ACCORDANCE WITH FAR 17.206(B) NOT TO BE IN THE GOVERNMENT’S BEST INTERESTS, THE GOVERNMENT WILL EVALUATE OFFERS FOR AWARD PURPOSES BY ADDING THE TOTAL PRICE FOR ALL OPTIONS TO THE TOTAL PRICE FOR THE BASIC REQUIREMENT. EVALUATION OF OPTIONS WILL NOT OBLIGATE THE GOVERNMENT TO EXERCISE THE OPTIONS.

(END OF PROVISION)

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

(A) DEFINITIONS. AS USED IN THIS CLAUSE—

“COERCION” MEANS—

- (1) THREATS OF SERIOUS HARM TO OR PHYSICAL RESTRAINT AGAINST ANY PERSON;**
- (2) ANY SCHEME, PLAN, OR PATTERN INTENDED TO CAUSE A PERSON TO BELIEVE THAT FAILURE TO PERFORM AN ACT WOULD RESULT IN SERIOUS HARM TO OR PHYSICAL RESTRAINT AGAINST ANY PERSON; OR**
- (3) THE ABUSE OR THREATENED ABUSE OF THE LEGAL PROCESS.**

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

“DEBT BONDAGE” MEANS THE STATUS OR CONDITION OF A DEBTOR ARISING FROM A PLEDGE BY THE DEBTOR OF HIS OR HER PERSONAL SERVICES OR OF THOSE OF A PERSON

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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 AHS 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](http://www.dtic.mil/whs/directives/corres/pdf/220001p.pdf)

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APPLIES TO PERFORMANCE LOCATED AT: CAMP LEMONNIER, DJIBOUTI, AFRICA AND OTHER AREAS OF RESPONSIBILITIES IN SUPPORT OF THE PUBLIC WORKS DEPARTMENT, NAVFAC EURAFSWA.

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

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

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

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

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

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

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

(2) REQUIRING THE CONTRACTOR TO TERMINATE A SUBCONTRACT;

(3) SUSPENSION OF CONTRACT PAYMENTS;

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

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

(6) SUSPENSION OR DEBARMENT.

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

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

(END OF CLAUSE)

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

THE CONTRACTOR SHALL

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

(B) CONTINUE TO MAINTAIN IT UNTIL PERFORMANCE IS COMPLETED. THE CONTRACTOR SHALL INSERT, IN ALL SUBCONTRACTS UNDER THIS CONTRACT TO WHICH THE DEFENSE

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

(END OF CLAUSE)

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

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

(END OF CLAUSE)

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

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

(END OF CLAUSE)

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

(A) THE GOVERNMENT MAY EXTEND THE TERM OF THIS CONTRACT FOR A TERM OF ONE (1) TO TWELVE (12) MONTHS BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN THE PERFORMANCE PERIOD SPECIFIED IN THE SCHEDULE; PROVIDED THAT THE GOVERNMENT SHALL GIVE THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND BEFORE THE CONTRACT EXPIRES. THE PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION.

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(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)

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SECTION J LIST OF ATTACHMENTS

Past Performance Questionnaire