

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE U	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 03	3. EFFECTIVE DATE 12-Sep-2011	4. REQUISITION/PURCHASE REQ. NO. NA	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVFAC EUROPE PSC 817 Box 51 FPO AE 09622-0051 mark.vanluit@eu.navy.mil 39-081-568-7744	CODE N33191	7. ADMINISTERED BY (If other than Item 6) NAVFAC EUROPE PSC 817 Box 51 FPO AE 09622-0051	CODE N33191	

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)
	[X]	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-10-D-6174-EJ01
		10B. DATED (SEE ITEM 13) 29-Sep-2010
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)

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.
[X]	FAR 52.243-1 Alt I
[]	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)

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) MICHAEL H. SEDGE, President		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Frederick M VanLuit, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/MICHAEL H. SEDGE (Signature of person authorized to sign)	15C. DATE SIGNED 12-Sep-2011	16B. UNITED STATES OF AMERICA BY /s/Frederick M VanLuit (Signature of Contracting Officer)	16C. DATE SIGNED 12-Sep-2011

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 add a clause to the task order and correct funding amount for the contract. Accordingly, said Task Order is modified as follows:

1. FAR Clause 52.222-50 Alt I COMBATING TRAFFICKING IN PERSONS (AUG 2007) is hereby incorporated in full text. A conformed copy of this Task Order is attached to this modification for informational purposes only.
2. N00178-10-D-6174-EJ01-02 of 29 June 2011 was a deductive modification for reduced level of service. Per modification 02 the funds obligated to the task was decreased from \$353,503.00 by \$113,089.80 to \$240,413.20. Due to a seaport-e system error a coinciding reduction for the total value of the order could not be completed in modification 02. The system error has been corrected and this modification documents the reduction of the overall task order.
3. Change in paragraph 2 also results in a change of unit price for CLINS to \$19,844.85. However this price is an average CLIN price for the 12 month period of performance. Paragraph 1 of modification 02 provides unit price details for each month of service.
4. Acceptance of this modification by the contractor constitutes an accord and satisfaction and represents payment in full for both time and money for any and all costs, impact effect, and for delays and disruptions arising out of, or incidental to, the work as herein revised. 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 \$240,413.20 by \$0.00 to \$240,413.20.

The total value of the order is hereby decreased from \$353,503.00 by \$113,089.80 to \$240,413.20.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
5000	351,228.00	(113,089.80)	238,138.20

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services	Qty	Unit	Unit Price	Total Price
5000	Environmental Support Services at Camp Lemonnier, Djibouti. (O&MN,N)	12.0	LM	\$19,844.85	\$238,138.20
5001	Attendance for training class at Manama, Bahrain from the period 15-17 March 2011. Travel time associated for the training is from 13 March 2011 through 19 March 2011. (O&MN,N)	1.0	EA	\$2,275.00	\$2,275.00

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

(a) Definitions. As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

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

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

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

- (1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in

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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 February 16, 2007, entitled

Combating Trafficking in Persons. Document may be obtained from:

<http://ctip.defense.gov/docs/TIP%20DODI%20220001p.pdf>

Applies to Performance in/at: Camp Lemonnier, Djibouti

(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.

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(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)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

REVISED 15 MARCH 2011

Performance Work Statement
Installation Environmental Engineering Support
Camp Lemonier, Djibouti

1. BACKGROUND

The mission of Camp Lemonier, Djibouti (CLDJ) is to provide a stable and secure base of operations for AFRICOM missions operating on the African continent and specifically in the Horn of Africa region. The installation provides the facilities and operational capabilities needed for forces to train, equip, and refresh in support of various tasks.

2. OBJECTIVE

The objective of this Performance Work Statement (PWS) is for a contractor to provide Installation Environmental technical services in support of Public Works Department (PWD) environmental management, and to monitor environmental compliance of staff and contractor personnel at CLDJ.

3. SCOPE OF WORK

3.1 Scope of Work:

The contractor will provide two personnel to complete the requirements of the contract.

The two service providers for the Contractor will serve as:

a. Installation Environmental Assistants (IEA)

The personnel will work within the Public Works Department (PWD), headed by the Public Works Officer (PWO) at CLDJ. The personnel will apply practical experience and knowledge of environmental engineering systems and programs to assist the PWD CLDJ in all manners of environmental engineering services, management and compliance for CLDJ, inclusive of documentation support, and the enforcement of environmental standards and regulations for all contracts.

3.2 Role of the Contractor:

The Contractor shall provide the resources for IEA technical support for the PWD environmental engineering, management and compliance on CLDJ. Support includes:

a. Assists in preparing periodic environmental reports and determines the best method for resolving

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environmental findings. Maintains records and ensures closure of all findings in a timely manner.

b. The IEAs assist the PWO, COR and the NAVFAC EURAFSWA Administrative Contracting Officer (ACO) in installation compliance with environmental engineering and management requirements. Provides recommendation to the PWO for modification or approval of work with regard to technical and regulatory environmental requirements.

c. Conducts technical review of all installation environmental compliance plans and programs. Applies environmental engineering skills to validate environmental processes and systems, and makes recommendations to the PWO regarding conduct and proposed improvements. These recommendations are based on current environmental engineering practices and regulations, including but not limited to the Overseas Environmental Baseline Guidance Document (OEBGD) and other applicable DoD environmental instructions and policy. Determine the technical and regulatory adequacy of all environmental programs at the installation, and ensure the programs are compliant with environmental engineering standards and regulations. This includes the following:

- Day-to-day environmental compliance and monitoring of installation activities.
- Hazardous waste management.
- Spill response program and procedures.
- Pest management program.
- Above and underground storage tank management program.
- Pollutant oil and lubricants (POL) management program.
- Natural and cultural resources management program.
- Technical aspects of environmental plans and permits.
- Development of technical requirements for and submission of environmental permit applications.
- Identification and resolution of environmental program compliance issues.
- Develops a environmental monitoring system, analyzes results of the studies, and documents and maintains records of findings. Based on the results of the studies, issues recommendations to the PWO and Contracting Officer's Representative (COR).

d. Conduct prescribed environmental compliance audits and inspections of the installation and tenant's environmental sampling and testing, to include drinking water, wastewater, and air emissions. Analyzes results of the audits and inspections to determine status of the systems and report the results to PWO, with any recommendations.

e. Uses environmental standards and regulations to monitor installation records and operations to ensure compliance. Conveys environmental standards and regulations as policy and requirements to installation and contract personnel. Conducts technical evaluation of installation environmental programs and identifies regional and installation requirements for the environmental program.

f. Conducts technical evaluation of installation environmental performance and prepares response for the PWO to technical requests for information on environmental programs from the chain of command or Public Affairs Officer (PAO).

g. The IEAs will become familiar with the requirements of the Environmental Management System (EMS) requirements and begins implementing these requirements for EMS compliance when required.

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3.3 Contractor Level of Effort and Area of Operation:

IEA support is required on a full time basis to fill two Full Time Equivalent positions. The personnel will be required to work approximately 50 hours per week, based on a coordinated and approved schedule. The preponderance of work will be accomplished at the Government's facilities located at Camp Lemonier, Djibouti, however, additional supported sites include the Horn of Africa area of operations. See paragraphs 6.8 and 13 for additional information.

4. SPECIFIC TASKS

4.1 Tasks:

The Contractor shall be directly responsible for ensuring the accuracy, timeliness and completion of all tasks under this effort. The Contractor shall be responsible for providing technically qualified personnel to perform the work specified in this PWS.

4.2 Contractor Oversight:

The Contractor shall provide oversight and administration of all Contractor staff. This includes addressing all Community Management, Human Resource needs, planning and coordinating leave, and conducting employee reviews and appraisals.

4.3 Government Rights:

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 PWS. 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 be requested by the Government, the replacement personnel must be approved by the Government, and the Government agrees to renegotiate the contract price to allow for any changes in costs for the nominated personnel.

5. MINIMUM QUALIFICATIONS OF CONTRACTOR PERSONNEL

5.1 Security Requirements:

All Contractor personnel shall meet the security requirements set forth in paragraphs 6.2 and 6.3.

5.2 Technical Knowledge:

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

b. Practical, comprehensive knowledge and skill in application of environmental and natural resources law, regulations and program requirements, including DoD and Navy policy and program

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requirements (i.e., OPNAVINST 5090.1C and associated references), DoD 4715.05 (Overseas Environmental Baseline Guidance Document). Be familiar with local environmental laws and regulations, and have ability to interpret their meaning.

- c. Ability to communicate effectively orally and in writing to prepare and conduct briefings or training programs, lead group conferences, and write reports and letters.
- d. The IEA must have the knowledge and technical skills to function as part of an environmental engineering support team.
- e. Practical knowledge and understanding of environmental project management and regulatory processes.
- f. 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.
- g. Ability to use a personal computer, with familiarity of the Microsoft Office suite to include Outlook, Excel spreadsheets, Word documents, and PowerPoint presentations.

5.3 Education and experience:

- a. The IEA must have either: 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.

5.4 Language Proficiency:

The IEAs shall be fluent in English.

6. OTHER PERFORMANCE REQUIREMENTS

6.1 Training:

Government may provide training as deemed appropriate, either local or within the Regional area of operations.

6.2 Security Requirements:

- a. All work under this task order is unclassified, and United States citizenship is not required.
- b. Contractor personnel will be subject to a background check / security vetting prior to performance under this contract. The Government has the right to required additional background / security checks if deemed necessary by the COR or ACO. If it is determined at any time during the performance of this contract, the contractor personnel are determined to be a risk to US Government personnel or property, this may result in immediate removal of personnel from the installation and/or termination of the contract.

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c. The contractor shall not discuss US Government business outside of official forums.

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

6.3 Use of Drugs:

No drug use at any time while performing duties 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.

6.4 Contractor Interfaces:

The Contractor and/or its sub-contractors may be required as part of the performance of this effort to work with other Contractors working for the Government. Such other Contractors shall not direct this Contractor or this Contractor's sub-contractors in any manner. Also, this Contractor and/or its sub-contractors shall not direct the work of such other Contractors in any manner.

6.5 Non-Personal Service Statement:

Contractor personnel performing services under this order will be controlled, directed, and supervised at all times by management personnel of the Contractor, see paragraph 19. Paragraph 3.2 outlines requirements of the task order, and contractor personnel may interface with the Government PWD personnel, to include the PWO, in completing tasks. However, Contractor management is fully responsible that that service provides comply with the performance work standards outlined in the PWS. Contractor personnel will perform their duties independent of, and without the supervision of, any Government official or other Defense Contractor. Furthermore, if PWD personnel are dissatisfied with performance, this will be addressed through the Contractor management. 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.

6.6 Disclosure of Information:

a. 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 ACO. 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. The Contractor and its personnel are responsible to safeguard all such records including, but not limited to, Government records and contractor records furnished by the Government. Each

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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.

b. The contractor may be required to work with business sensitive information in the performance of this contract. The contractor must comply with all provisions that are described in DFARS 252.204-7000 (Disclosure of Information) and DFARS 252.204-7003 (Control of Government Personnel Work Product).

6.7 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 personnel, including any subcontractors, 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 ACO. 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.

6.8 Organizational Conflicts of Interest:

The Contractor acknowledges that it is familiar with FAR Subpart 9.5, Organizational and Consultant Conflicts of Interest, and agrees to avoid, neutralize or mitigate such conflicts of interest in accordance with the principles set forth in the FAR. If performance of any PWS requires the Contractor (to include sub-contractors) to supply technical support related to systems or projects with which the Contractor is already directly concerned, either by prime or subcontract, the Contractor shall so immediately inform the ACO. The Contractor shall not undertake performance of any PWS that requires it to supply technical support regarding such systems until the notice is given and written consent to proceed is issued by the ACO. NFAS 5252.209-9300 Organizational Conflicts of Interest (Section I) applies to this task order.

6.9 Hours of Work:

The contract will not dictate actual working hours for the contractor to perform the requirements of the contract, however, the Contractor's personnel work schedules must be compatible with the Djibouti Department of Labor operating hours of 0800 to 1700 Monday through Thursday, and Saturday or Sunday 0800 to 1700, these hours do not apply to Government Holidays, per paragraph 6.10, which are considered non-work days . The Contractor will coordinate actual work schedule with the ACO and/or COR.

Emergency situations may require immediate response during normally off-duty hours, as directed by the COR. This will be considered as part of normal duties and will not be compensated monetarily, but may result in a temporary change in work schedule, as coordinated with the COR.

6.10 Government Holidays:

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The following Government holidays are normally observed on Government installations: New Years Day, Martin Luther King's Birthday, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any other day designated by Federal Statute, Executive Order, and/or Presidential Proclamation. These days will be non-work days for purposes of this contract.

6.11 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 ACO. Only the ACO is authorized to change the specifications, terms, and conditions under this task order.

6.12 Contractor Personnel:

The Contractor shall be responsible for managing and overseeing the activities of all Contractor personnel used in performance of this effort. The Contractor's management responsibilities shall include all activities necessary to ensure the accomplishment of timely and effective support, performed in accordance with the requirements contained in the PWS. Resumes submitted for personnel assigned to perform under this PWS are considered key personnel and shall contain documented experience directly applicable to the functions to be performed. Further, these prior work experiences shall be specific and of sufficient variety and duration that the employee is able to effectively and efficiently perform the functions assigned.

7. PLACE(S) OF PERFORMANCE

Services will be primarily performed on Government facilities but may occasionally be required to perform off-site, depending on program requirements. On-site work will be performed primarily at the Government facilities in Camp Lemonier, Djibouti.

8. PERIOD OF PERFORMANCE

The period of performance for this contract will be one year.

9. DELIVERABLES/DELIVERABLE SCHEDULE

In fulfillment of this effort, the Contractor shall provide the following deliverables. All deliverables shall be submitted to the designated points of contact, unless otherwise agreed upon.

Unless otherwise specified, the Government shall have ten working days from the day the draft deliverable is received to review the document, provide comments back to the Contractor, and approve or disapprove the deliverable(s). The Contractor shall have five working days from the day comments are received to incorporate all changes and submit the final deliverable to the Government. All days identified below are intended to be workdays unless otherwise specified. Deliverables shall follow the Government's format.

9.1 Deliverables Table:

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Deliverable	Reference	Frequency
Environmental Records – Document the status of activities listed in section 3.2(c).	Section 3.2	Weekly
Provide technical recommendations, responses, and other requested reports regarding the areas outlined in 3.2(a)-(f)	Section 3.2.b.	As required

9.2 Performance Criteria:

General quality measures, as set forth below, will be applied to each work product received from the Contractor under this PWS.

- a. Accuracy -Work Products shall be accurate in presentation, technical content, and adherence to accepted elements of style.
- b. Clarity -Work Products shall be clear and concise. All diagrams shall be easy to understand and be relevant to the supporting narrative.
- c. Consistency to Requirements -All work products must satisfy the requirements of this PWS.
- d. Format -Work Products shall be submitted in hard copy (where applicable) and in media mutually agreed upon prior to submission. Hard copy formats shall follow any specified Directives or Manuals.
- e. Timeliness -Work Products shall be submitted on or before the due date specified in this PWS or submitted in accordance with a later scheduled date determined by the Government.

10. QUALITY ASSURANCE

The COR 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.

11. CORRESPONDENCE

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

- a. Technical correspondence (where technical issues relating to compliance with the requirements

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herein) shall be addressed to the COR.

b. All other correspondence (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this PWS) shall be addressed to the ACO.

12. INVOICING

The Contractor shall bill no more than once monthly. Invoices must include, as a minimum, the following information:

- Contract number
- Contractor name and point of contact
- Invoice number and date
- Time Period Covered
- Total value of Contract Task Order
- Percentage of performance complete
- Value of completed performance
- Total of prior payments
- Amount of this invoice

All payment requests must be submitted electronically through the ACO. Hardcopy invoices shall not be accepted, unless requested by the ACO. "Payment request" means any request for contract financing payment or invoice payment by a Contractor. To constitute a proper invoice, the payment request must conform to the requirements identified in FAR 32.905 (b), "Payment Documentation and Process" and FAR 52.232-25, "PROMPT PAYMENT (OCT 2003)." To ensure the timely processing of invoices, the ACO uses an automated "workflow" process to route invoices for review, approvals and payment; as required by the "Prompt Payment Act." Supporting documentation shall be attached to the invoice in the form of an Adobe PDF file. There is a 4MB limitation on file size for these attachments.

13. TRAVEL

Local travel in conjunction with performance of contract duties may be required and is not reimbursable. It is expected that Contractor personnel shall be located at or near the Government facility in Camp Lemonier, Djibouti. No per diem or relocation costs will be reimbursed under this task order. If travel is required outside the local area, it will be agreed upon prior to the travel and will require a contract modification to provide funding for travel costs. Limited travel is anticipated and the number of trips is undetermined.

14. POST AWARD EVALUATION OF CONTRACTOR PERFORMANCE

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Interim and final evaluations of Contractor performance will be prepared on this effort in accordance with FAR Part 42. A final performance evaluation will be prepared, by the designated point of contact, at the time of completion of work. In addition to the final evaluation, interim evaluations may be prepared, by the designated point of contact, annually to coincide with the anniversary date of this effort. Interim and final evaluations will be provided to the Contractor as soon as practicable after completion of the evaluation. The Contractor will be permitted thirty calendar days to review the document and to submit additional information or a rebutting statement. Any disagreement between the parties regarding an evaluation will be referred to an individual one level above the ACO, whose decision will be final. Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the contract file, and may be used to support future award decisions.

15. GOVERNMENT FURNISHED PROPERTY/INFORMATION

15.1 Government Furnished Information:

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, Naval Facilities Engineering Command, publications, manuals, directives, standards, policies, and procedures.

15.2 Government Furnished Facilities, Equipment, Materials, and Services:

The Government will provide a work area, computers, software, telephones, and typical office supplies for Contractor labor support located on-site at Camp Lemonier, Djibouti. The Government will also provide all Personal Protective and Safety Equipment (except as indicated in paragraph 16).

16. CONTRACTOR FURNISHED PROPERTY/INFORMATION

Upon commencement of this effort, unless otherwise indicated, the Contractor will provide the following:

- a. All Contractor personnel must possess a valid driver's license.
- b. All Contractor personnel must possess OSHA approved personal safety shoes. All other standard safety equipment will be provided by the Government.
- c. All Contractor personnel must possess the ability to perform regular and recurring field inspections, investigations, or surveys in which there is a considerable amount of walking, stooping, bending, and climbing as necessary.
- d. All Contractor personnel must possess the ability to perform work in an office setting, with occasional visits to construction sites. Work involves moderate risks of discomforts that require adherence to safety precautions.

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17. INSPECTION AND ACCEPTANCE (DESTINATION)

17.1 Inspection and Acceptance:

Inspection and acceptance of the services to be furnished hereunder shall be made at destination by the COR. The performance and quality of work delivered by the contractor, including services rendered and by documentation or written material compiled shall be subject to inspection, review, and acceptance by the government.

17.2 Government Quality Assurance:

In accordance with FAR 52.246-4 "INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)" clause, paragraph (c), each phase of the services rendered under this task order is subject to government inspection during both the contractor's operations and after completion of the tasks. The Government's Quality Assurance Surveillance Program is not a substitute for Quality Control by the Contractor.

17.3 Performance Evaluation Meetings:

The Contractor shall meet with the Government periodically, and at no cost to the government to discuss overall management of the task order. A mutual effort shall be made to resolve all problems identified. The written minutes of these meetings, prepared by the Government, shall be signed by the Contractor's representative and the Government's representative. Should the Contractor not concur with the minutes, the Contractor shall state in writing, to the ACO any areas of disagreement within fifteen calendar days.

18. HOUSING AND TRANSPORTATION

The contractor is responsible for all lodging, meals, commuting costs, and incidental costs for their personnel while they are at CLDJ. The contractor is also responsible for all relocation related costs for their personnel. The Government will not provide housing, meals, and provide transportation for personnel to commute to and from work, nor will the Government pay for any relocation costs associated with the task order.

19. CONTRACTOR PROJECT OFFICER

The contractor will provide the government project officer a single point of contact as the designated individual to interface with the Government, to include functions discussed in paragraph 6.5. This individual will be responsible for the supervision, management and administration of the service providers.

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SECTION D PACKAGING AND MARKING

Not Applicable.

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SECTION E INSPECTION AND ACCEPTANCE

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

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SECTION F DELIVERABLES OR PERFORMANCE

CLIN - DELIVERIES OR PERFORMANCE

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

5000	9/29/2010 - 9/28/2011
5001	3/13/2011 - 3/20/2011

Services to be performed hereunder will be provided at Camp Lemonnier, Djibouti

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SECTION G CONTRACT ADMINISTRATION DATA

1. The Contract Administration Office for this Task Order is as follows:

N33191
NAVFAC EUROPE AFRICA SOUTHWEST ASIA
PSC 817 BOX 51
FPO AE 09622-0051

ACO contact information:

Mark VanLuit
Contract Specialist
NAVFAC EURAFSWA
COM: 39-081-568-7744
CELL: 39-340-996-8247
mark.vanluit@eu.navy.mil

2. Invoices must be emailed to the ACO for processing.

3. The Payment Office for this Task Order is as follows:

N62588
COMMERCIAL BILL PAYING OFFICE-NAPLES
PSC 817 BOX 58
CODE CR3
FPO AE 09622

```
Accounting Data
SLINID  PR Number                Amount
-----
5000                    351228.00
LLA :
AA 1701804.52FG 252 00052 0 068732 2D C080B1 3379A0ECH4AQ
Standard Number: N3379A10RC080B1
```

BASE Funding 351228.00
Cumulative Funding 351228.00

MOD 01

```
5001      NA                    2275.00
LLA :
AB 1711804.52FG 252 00052 0 068732 2D C042B1 3379A1ECH4AQ
Standard Number: N3379A11RC042B1
```

MOD 01 Funding 2275.00
Cumulative Funding 353503.00

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MOD 02

5000 (113089.80)
LLA :
AA 1701804.52FG 252 00052 0 068732 2D C080B1 3379A0ECH4AQ
Standard Number: N3379A10RC080B1

MOD 02 Funding -113089.80
Cumulative Funding 240413.20

MOD 03 Funding 0.00
Cumulative Funding 240413.20

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SECTION H SPECIAL CONTRACT REQUIREMENTS

Logistical Support will be provided to the service provider in the form of access to the Department of Defense Navy Exchange Mini-Market.

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SECTION I CONTRACT CLAUSES

IN ADDITION TO THE CLAUSES INCORPORATED INTO THE MAC CONTRACT, THE FOLLOWING APPLY:

Clauses by reference:

FAR 52.204-10 - REPORTING SUBCONTRACT AWARDS (SEP 2007)
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)
DFAR 252.229-7000 - INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)
DFAR 252.229-7001 - TAX RELIEF (JUN 1997)
DFAR 252.232-7008 - ASSIGNMENT OF CLAIMS (OVERSEAS)
DFAR 252.233-7001 - CHOICE OF LAW (OVERSEAS)

For the full text version see:

FAR <http://www.acquisition.gov/far/index.html>

DFAR <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

Clauses by full text:

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.

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.

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 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)

(End of clause)

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

(a) Definitions. As used in this clause—

“Coercion” means—

- (1) Threats of serious harm to or physical restraint against any person;
- (2) Any scheme, plan, or pattern intended to cause a person to believe that failure to perform an act would result in serious harm to or physical restraint against any person; or
- (3) The abuse or threatened abuse of the legal process.

“Commercial sex act” means any sex act on account of which anything of value is given to or received by any person.

“Debt bondage” means the status or condition of a debtor arising from a pledge by the debtor of his or her personal services or of those of a person under his or her control as a security for debt, if the value of those services as reasonably assessed is not applied toward the liquidation of the debt or the length and nature of those services are not respectively limited and defined.

“Employee” means an employee of the Contractor directly engaged in the performance of work under the contract who has other than a minimal impact or involvement in contract performance.

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

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

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

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

“Severe forms of trafficking in persons” means—

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

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“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 February 16, 2007, entitled

Combating Trafficking in Persons. Document may be obtained from:

<http://ctip.defense.gov/docs/TIP%20DODI%20220001p.pdf>

Applies to Performance in/at: Camp Lemonnier, Djibouti

(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

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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)

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SECTION J LIST OF ATTACHMENTS