

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE  
J

PAGE OF PAGES  
1 2

2. AMENDMENT/MODIFICATION NO.  
02

3. EFFECTIVE DATE  
30-Aug-2016

4. REQUISITION/PURCHASE REQ. NO.  
4527638

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-EJ06

10B. DATED (SEE ITEM 13)

18-Sep-2015

CAGE CODE  
3X0Z4

FACILITY CODE

[X]

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)

Michael Sedge, President

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)

30 Aug 2016

BY /s/ELAINE R DELL'ISOLA

(Signature of Contracting Officer)

30-Aug-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

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 2 of 2	FINAL
----------------------------------	----------------------------	----------------------------------	----------------	-------

## GENERAL INFORMATION

N00178-10-D-6174-EJ06: This is a FFP MAC IDIQ task order to provide Lead PAR 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 1, CLIN 8001.** 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 First Option Year, for the contract performance period from 30 September 2016 through 29 September 2017:**

CLIN 8001 (Lead PAR support) = \$ \_\_\_\_\_

Total Estimated Option 1 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 '30 September 2016 through 29 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 \$ to \$.

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8001	O&MN,N	0.00		

The total value of the order is hereby increased from \$.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
8001	0.00		

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

CLIN/SLIN	From	To
-----------	------	----

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 1 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R499	BASE PERIOD: LEAD PERFORMANCE ASSESSMENT REPRESENTATIVE - The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of the Facility Services (FMFS) Branch of the Facilities Engineering and Acquisition Division (FEAD), NAVFAC EURAFSWA, located at Camp Lemonnier, Djibouti, Africa. (O&MN,N)	12.0	MO		
8001	R499	OPTION PERIOD 1: LEAD PERFORMANCE ASSESSMENT REPRESENTATIVE - The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of the Facility Services (FMFS) Branch of the Facilities Engineering and Acquisition Division (FEAD), NAVFAC EURAFSWA, located at Camp Lemonnier, Djibouti, Africa. (O&MN,N)	12.0	MO		
8002	R499	OPTION PERIOD 2: LEAD PERFORMANCE ASSESSMENT REPRESENTATIVE - The Contractor shall provide all labor, materials and equipment to meet the requirements of the Performance Work Statement in support of the Facility Services (FMFS) Branch of the Facilities Engineering and Acquisition Division (FEAD), NAVFAC EURAFSWA, located at Camp Lemonnier, Djibouti, Africa. (O&MN,N)	12.0	MO	\$	
		Option				

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 2 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## SECTION C DESCRIPTIONS AND SPECIFICATIONS

### PERFORMANCE WORK STATEMENT (PWS) FOR LEAD PERFORMANCE ASSESSMENT REPRESENTATIVE SERVICES AT CAMP LEMONNIER, DJIBOUTI

#### 1. SCOPE.

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

A. Lead Performance Assessment Representative (PAR) support services for the Facility Support Contract Management and Facility Services (FMFS) Branch of the Facilities Engineering and Acquisition Division (FEAD).

Contractor employees performing services under this order shall be controlled, directed and supervised at all times by management personnel of the Contractor. Contractor employees shall perform independent of and without the supervision of any Government official. The Contractor shall submit an updated management plan within five (5) working days following contract award that outlines how service providers on the contract will be managed by the Contractor in order to perform the requirements of the contract. It is permissible to submit an updated version of the Management Plan submitted in Section M of the solicitation. The updated Management Plan shall not exceed ten (10) pages.

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

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

The Contractor shall provide oversight and administration of all Contractor staff, and as such shall direct the efforts of all contracted employees in response to specific task orders, work requirements and administrative support needs. This includes addressing all Community Management, Human Resource needs, planning and coordinating leave, and conducting employee reviews and appraisals.

Each offeror submitting a proposal to perform work under this PWS shall confirm compliance in the proposal with experience, qualifications, certifications, licenses, physical abilities and other requirements given in this PWS and shall affirm the ability to meet performance period, location and security requirements as defined. The Contractor awarded this work shall submit, within three working days following award, for Government acceptance, documentation verifying that each Contractor employee assigned to perform work under the terms of this PWS meets or exceeds the qualification requirements stated herein. If, during the performance of services set forth in this PWS, any Contractor employee cannot continue to meet the requirements for any reason, the Contractor shall ensure that there is no gap in services longer than 14 calendar days per occasion and 21 cumulative calendar days annually. However, the Government reserves the right to prorate payment for such services if not performed. Alternate employees assigned by the Contractor to perform work in the absence of previously qualified personnel shall have similar documentation presented for Government acceptance verifying qualification compliance as described in this paragraph. In all such cases, the Contractor POC stated in Paragraph 25 shall coordinate absences or leave with the Contracting Officer's Representative stated in Paragraph 24 as early as possible.

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 3 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

## **2. ORGANIZATION.**

Naval Facilities Engineering Command, Europe Africa Southwest Asia, Naples, Italy, is requesting these services be performed in support of the Public Works Department located at Camp Lemonnier, Djibouti.

## **3. TASKS/SERVICES.**

### **3. A Lead Performance Assessment Representative (PAR):**

The contractor shall be responsible for Performance Assessment and inspection management of Base Operating Support contract. Contractor employee is the Contracting Officer's point of contact for contract inspections & performance assessments. The contractor serves as the organization's technical consultant/advisor with the preparation of technical documents and related administrative matters. The contractor is also responsible for assisting with training of designated Performance Assessment Representatives, writing Performance Assessment Plans, and providing technical assistance to customers. The contractor shall document unforeseen or changed conditions, poor performance, safety violations or other problems, such as conflicts between specifications and referenced governing regulations, scheduling difficulties, etc. The contractor shall assist in determining the appropriate method of documentation; reviewing Base Operating Support contract submittals, reports, and work schedules; developing inspection schedules; enforcing safety provisions; recommending contract modifications; calculating withholdings; and providing customer assistance.

This contract is based on 2,080 work hours during the 12 months of services. These hours do not include personal and sick leave or any other time that does not directly support the services outlined in this paragraph. Personnel are expected to perform at a pace no more than 40 work hours per week, unless there is an official United States holiday listed in 8A during the week. As support is not normally required during official holidays, the required level of support is reduced by 8 hours for each holiday.

The Base Operating Support contract includes:

Annex 1 General Information; Annex 2 Management and Administration; Annex 4 Public Safety (0401060 Security Operations, 0402000 Fire and Emergency Services, 0403000 Emergency Management); Annex 5 Air Operations (0501050 Airfield Facilities, 0501070 Passenger Terminal and Cargo Handling); Annex 7 Ordnance (0700000 Ordnance); Annex 10 Supply Services (1002000 Supply Services); Annex 12 MWR (1200000 MWR); Annex 13 Galley (1300000 Galley ); Annex 14 Housing (1402000 Bachelor Quarters); Annex 15 Facility Support (1502000 Facility Investment, 1503010 Custodial, 1503020 Pest Control, 1503030 Integrated Solid Waste Management (ISWM), 1503050 Grounds Maintenance and Landscaping); Annex 16 Utilities (1602000 Electrical, 1604000 Wastewater, 1606000 Water); Annex 17 Base Support Vehicles and Equipment (BSVE) (1700000 BSVE); Annex 18 Environmental (1800000 Environmental); Annex 19 Forward Operating Location (FOL) Support (1902010 Forward Operation Location Facility Support, Manda Bay, Kenya)

The services provided will comply with the following references (incorporated by reference). For references not available to the public, offerors may request copies from the Contracting Officer.

- Army Corps of Engineers Safety and Health Requirements Manual, EM-385-1-1
- NAVFAC Performance Assessment User's Guide
- NAVFAC Business Management System (BMS) standard processes governing Service Contract performance Assessment

The services required include but are not limited to:

**3.A.1** The Lead PAR is responsible for including BOS contractor compliance with applicable safety requirements as a part of each assessment, whether scheduled or not. Observations shall be duly annotated on individual reports listed below. Any reported observations regarding requirements not met shall provide a reference to the specific requirement.

**3.A.2** Fulfill all duties of Performance Assessment Representative for specific BOS Contract Annexes

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 4 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

assigned. Policy, guidance and reporting formats are provided in the references listed above.

**3.A.2.1 Review and update the Functional Assessment Plan (FAP) provided by the Government making appropriate Method of Assessment determinations, Sample Unit selections and Sample Size calculations. A copy of the tailored FAP will be provided to the Contracting Officer. When necessitated by changes in services requirements, update the relevant portions of the FAP and submit an updated copy. Functional Assessment Plans are for internal Government use and under no circumstances should they be provided to any BOS contractor personnel.**

**3.A.2.2 The Contractor shall prepare a monthly schedule of assessments based on the FAP and the BOS contractor's submitted work schedule. The Monthly assessment schedule shall be provided to the contracting officer no later than the first workday of the month it represents. The schedule should clearly indicate, for each calendar day, the BOS Performance Work Statement (PWS) Spec Item(s) to be assessed and the specific sample unit scheduled for assessment. Monthly Assessment Schedules are for internal government use and under no circumstances should they be provided to any BOS contractor personnel.**

**3.A.2.3 All assessments and other BOS contractor performance information obtained shall be duly documented utilizing the prescribed format. For each sample unit scheduled for assessment on the monthly schedule required in 3.A.2.2, a separate Performance Assessment Worksheet (PAW) shall be prepared and submitted in sufficient detail and clarity to allow the Contracting Officer to determine the circumstances observed. When assessment reveals failure of the BOS contractor to fully comply with the performance standards identified, the PAR shall immediately prepare the PAW and contact the designated government point of contact for guidance on whether the BOS contractor should be provided an opportunity to rework the requirement. The PAR should communicate the assessment results and rework decision to the designated BOS contractor point of contact. The PAR will document BOS contractor acknowledgement of the date and time of notification by obtaining an authorized signature. When rework is desired by the Government, the PAR shall re-assess the BOS contractor's performance after the rework time limits specified in the contract and document on the initial PAW whether the BOS contractor's rework was acceptable. In all cases, initial assessments shall be documented on PAW worksheets no later than the end of the workday following the actual assessment. All PAW worksheets shall be maintained in a file for Government review upon request with a copy of each PAW completed each month submitted to the Contracting Officer no later than the first workday of the subsequent month. No fewer than 90% of documented assessments shall correspond to the data provided in the monthly assessment schedule.**

**3.A.2.4 The Lead PAR shall document performance observations made outside of regularly scheduled assessments. These Unscheduled Visits shall be considered in the development of monthly performance narratives and in determining BOS contractor performance trends. The Lead PAR shall establish and implement procedures to elicit BOS contract customer feedback. The Lead PAR shall document all negative feedback (complaints) received and indicate, after researching the circumstances, whether the complaint involves a BOS contract requirement. If the complaint is validated, the Lead PAR shall document the specifics on the prescribed customer complaint form. If the complaint is unrelated to a BOS contract requirement, the Lead PAR shall notify the designated Government representative and provide a recommendation regarding the need to alter the requirements in the PWS.**

**3.A.2.5 At the end of each month, the PAR shall summarize the documented performance observations by preparing a Monthly Performance Assessment Summary (MPAS). The MPAS shall be submitted in conjunction with the corresponding PAW worksheets for the month.**

**3.A.2.6 The Lead PAR shall be prepared to present performance data at periodic Joint Government/BOS Contractor performance meetings. These presentations require cumulative reporting of observations from multiple months including specific examples of BOS contractor deficiencies and value added. The Lead PAR shall provide analysis of trends in contractor performance along with observations regarding responsiveness of BOS contractor staff to resolve issues identified on behalf of the Government.**

**3.A.2.7 When there are instances of the BOS contractor not performing or not satisfactorily performing required services, the Lead PAR shall calculate the value of the work and applicable liquidated damages for Contracting Officer use for eventual withholding from invoice payment.**

**3.A.2.8 When BOS contractor performance includes instances of significant defects, work that is not**

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 5 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

substantially complete, or trends of performance failing to meet standards, the Lead PAR shall evaluate the BOS contractor's Quality Management System to ensure that it meets contract requirements. When circumstances warrant, the Lead PAR shall institute temporary additional assessments from the FAP in the subsequent month's schedule and document the contractor's corrective action on the corresponding PAWs.

**3.A.2.9** The Lead PAR shall provide recommendations to the designated Government representative for areas of the PWS that appear to differ from actual Government requirements (location, inventory, frequency, end user, service level, etc.) When directed by the designated government representative, the Lead PAR will develop necessary modifications to the PWS along with the associated estimates of cost to reflect actual Government requirements.

**3.A.2.10** The Lead PAR shall assist BOS contract customers by developing statements of work and cost estimates for requirements to be fulfilled under the Indefinite Delivery Indefinite Quantity portion of the BOS contract. The Lead PAR shall safeguard all cost estimates prepared and insure that only the contracting officer and designated Government representative are provided access to that information.

**3.A.2.11** The Lead PAR shall oversee BOS contractor performance of subsequent task orders to ensure compliance with the task order scope of work. The Lead PAR shall document satisfactory contractor completion of required services for use by the Contracting Officer in approving invoices. When BOS contractor performance does not fully meet scope of work requirements, the facts, including calculations described in 3.A.2.7 above, will be documented and reported to the Contracting Officer for appropriate administrative action.

**3.A.2.12** The Lead PAR shall participate on behalf of the Government in inspections and inventories of Government furnished facilities and equipment provided to the BOS contractor. The Lead PAR shall document all such events and report the outcomes to the Contracting Officer.

**3.A.3** In addition to duties identified in paragraph 3.A.2, the contractor shall provide Lead PAR services across approximately 23 functional annexes of the BOS Contract.

**3.A.3.1** Collect and review of reports from PARs assigned to individual Annexes. Provide feedback to PARs and COR regarding compliance in accordance with NAVFAC Performance Assessment procedures.

**3.A.3.2** Compile monthly performance summaries and prepare consolidated report for the Contracting Officer's Representative (COR) to support the monthly PAR-FAM meetings held with the Government the BOS contractor.

**3.A.3.3** Maintain records of monitoring and surveillance data; itemize accomplishments and remedial actions required; assist PARs with FAP tailoring and implementation, accompany PARs on formal evaluations of BOS Contractor QMS.

**3.A.3.4** Schedule and provide monthly local training to PARs on performance assessment processes. Training includes one-on-one "over the shoulder" training for newly reported personnel and organized group refresher training on topics selected in advance based on areas identified during Lead PAR review of PAR submitted documentation.

#### **4. DELIVERABLES.**

The requirements of Section 3 above shall be performed on time, accurately, and completely. The service provider shall submit a weekly project status report for any assigned project to the Contracting Officer's Representative and attend any project status meetings as requested. The Contractor shall provide a monthly report to the Contracting Officer summarizing service provider actions for each month. For the purposes of submission, the following personnel, or their designated representatives, are designated to receive submittals:

Contracting Officer (KO)  
Contracting Officer's Representative (COR)  
Facility, Engineering, and Acquisition Division Director (FEAD)  
Production Division Director (PROD)  
Deputy Public Works Officer (DPWO)

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 6 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

#### 4.A Lead Performance Assessment Representative:

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

Deliverable	Reference	When due	# copies	Submit to
Project Status Report	4	Weekly	1	KO / COR
Management Plan (updated version)	1	Within five working days following Contract award	1	KO / COR / DPWO
Contractor Employee Qualification Documentation	1	Within three working days following award	1	DPWO
Tailored Functional Assessment Plan	3.A.2.1	15 days after award	1	COR
Functional Assessment Plan Update	3.A.2.1	When required	1	COR
Monthly Assessment Schedule	3.A.2.2	First workday of month	1	COR
Performance Assessment Worksheet (PAW)	3.A.2.3 3.A.2.4 3.A.2.8	First workday of month following assessment	1	<u>COR</u>
Monthly Performance Assessment Summary (MPAS)	3.A.2.5 3.A.3.2	First workday of month following assessment	1	COR
Performance Assessment Board briefing	3.A.2.6	As required	1	COR
Withholdings Calculations	3.A.2.7	As required	1	COR
PWS modifications & cost estimates	3.A.2.9	As required	1	COR
Task Order Performance Work Statements and cost estimates	3.A.2.10	As required	1	COR
Task Order completion report	3.A.2.11	With invoice review	1	COR
GFE Inspection/Inventory report	3.A.2.12	As required	1	COR
Monthly Training Schedule and Agenda	3.A.3.4	30 days prior to scheduled training	1	COR / DPWO

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

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

##### 5.A Lead Performance Assessment Representative (FEAD FMFS Branch):

**5.A.1 Ability to write and speak fluent English in order to provide reports and make presentations to Government personnel. Conversational fluency in French, Arabic and Somali is also required.**

**5.A.2 Ability to perform strenuous activity while working outdoors in extreme heat or cold, working in confined spaces, climbing and using fall protection equipment.**

**5.A.3 Demonstrated knowledge of safety and occupational health principles, practices, procedures, laws and regulations as they relate to engineering performance requirements and in accordance with EM-385-1-1**

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 7 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

and 29 CFR.

**5.A.4 The Contractor shall successfully pass required security background investigation described in paragraphs 11 and 20 below.**

**5.A.5 Personnel providing Lead PAR services shall have a minimum of five (3) years of relevant experience in overseeing contracted services or as part of a formal quality assurance organization. Generally, this includes, but not limited to, experience with the following:**

- Observing activity at work site to ensure safety, environmental, and occupational standards are maintained.
- Prepare reports of each assessment conducted on the Performance Assessment Worksheet by recording in detail the site assessed, the time, observations of the work in progress, and extent of any discrepancies.
- Determine payment amounts to be withheld for non-performance or unacceptable work performance.
- Develop performance assessment programs that ensure the Facility Support Contract (FSC)/Base Operations Support Contract (BOSC) contractors meet all facility maintenance service requirements (e.g. health, safety, operational facilities).
- Establish performance assessment schedules based on contract clauses and conditions, contractor's work schedule and nature of work to be performed.
- Document contractor quality performance by identifying deficiencies and furnishing proof such as physical data, diagrams, and photographs.
- Assess contractor performance to verify performance or services rendered meet contract specifications.
- Prepare statement of work packages to ensure adequacy and compliance with administrative and procedural requirements.
- Determining critical assessment points and assuring safety practices are carried out in establishing inspection surveillance schedules.

**5.A.6 Completion of NAVFAC Performance Assessment training within past five (5) years is highly desired. The Government may consider proposals that include Lead PAR candidates that have relevant past experience without the requisite NAVFAC PA training. If selected, those individuals will be provided an opportunity to attend Government furnished training tuition free (not necessarily in Djibouti) during the first three (3) months of the performance period. All travel and labor expenses connected with training attendance are the responsibility of the successful offeror. The Government will not fund travel connected with training Lead PAR candidates. Failure to successfully fulfill the training requirements prior to the fourth month of performance will render the PAR unqualified for duty and the Government will have the right to exercise all remedies at their disposal.**

**5.A.7 Ability to use a personal computer. Specifically, knowledge of Microsoft Windows Operating System, Microsoft Explorer filing system and Microsoft Office suite to include Outlook e-mail, Excel spreadsheets, Word documents, and PowerPoint presentations.**

## **6. PERIOD OF PERFORMANCE.**

The period of performance is one calendar year starting from the date specified in the notice of award, referred to as the base period. Personnel supporting this contract shall be in place and ready to perform within 10 calendar days of contract award. This task order includes two (2) option periods, which may be unilaterally exercised by the Government. Each option period shall not exceed one (1) year in duration. All terms and conditions applicable to the base period shall extend to the option period unless otherwise agreed upon in writing.

## **7. PLACE OF PERFORMANCE.**

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 8 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

Services shall be performed off-site, on-site, or a combination thereof, depending on program requirements. On-site work shall be performed primarily at the Government facilities onboard Camp Lemonnier, Djibouti.

## **8. OPERATIONAL HOURS.**

The contract shall be based on the Camp Lemonnier work week which is equivalent to a full-time equivalent of 80 hours per two-week cycle. The Contractor shall coordinate actual work schedule with the Contracting Officer's Representative. Additionally, for information, U.S. national holidays observed by Government personnel are listed for reference.

### **8.A United States Government official holidays:**

Columbus Day  
Veterans Day  
Thanksgiving Day  
Christmas Day  
New Year's Day  
Martin Luther King's Birthday  
Presidents' Day  
Memorial Day  
Independence Day  
Labor Day

## **9. 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.

## **10. OVERTIME.**

Overtime is not authorized.

## **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. The Contractor shall be required to provide clearances for personnel requiring access to Government computers and workstations.

11.2 Within ten (10) days after award, the Contractor shall provide a list identifying the Contractor staff including: FIRST NAME, LAST NAME, MIDDLE INITIAL, NICK NAME, COUNTRY OF CITIZENSHIP, and JOB TITLE. This information will be used for obtaining and issuing Common Access Cards (CAC).

11.3 COMPLETED AND FINAL National Agency Checks with Inquiries (NACI) and FBI Fingerprint (submit via a SF-85P) ARE REQUIRED for access to computer network based project files and emails. NO EXCEPTIONS currently allowed.

11.4 The Contractor shall not discuss U.S. Government business outside of official forums.

11.5 No drug use at any time while performing duties on or off base will be tolerated. Chewing of Khat is classified as drug use for the purposes of this contract. Violation of this requirement is cause for immediate termination of this contract.

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 9 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	-----------------	-------

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

Travel is required. The Contractor service provider may be required to travel to other local locations in support of the tasks described in this statement of work. Local travel for the purposes of this PWS is defined to be travel within the outlying areas of Djibouti. The cost and means of local travel is the responsibility of the Contractor. If travel is required outside the local area (except as identified in item 5.A.4 above), it will be agreed upon prior to the travel and will require a contract modification to provide funding for travel costs. Limited travel outside the AOR is anticipated and the number of trips is undetermined. Contractor expense reports shall be prepared and processed in accordance with Federal Travel Regulations.

## **13. TASK TYPE.**

This is a Fixed Price task order 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 Contracting Officer's Representative.
- All other correspondence (that which proposes or otherwise involves waivers, deviations or modifications to the requirements, terms or conditions of this SOW) shall be addressed to the Administrative Contracting Officer.

## **15. NON-PERSONAL SERVICES STATEMENT**

Contractor employees 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 employees properly comply with the performance work standards outlined in the statement of work. Contractor employees 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 Subcontractors may be required as part of the performance of this effort to work with other Contractors working for the Government. Such other Contractors shall not direct this Contractor or this Contractor's Subcontractors in any manner. Also, this Contractor and/or its Subcontractors shall not direct the work of such other Contractors in any manner, unless the actions of any other personnel pose immediate danger to life or health of personnel.

## **17. DISCLOSURE OF INFORMATION**

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

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 10 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **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 all key Government representatives along with a briefing on their roles and functions in the organization, initial familiarization/orientation of task requirements. 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 a furnished administrative working space for service providers 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 user accounts/access and ADP resources to facilitate these functions. The contractor is responsible for completing the necessary background investigations and/or obtaining a DOD Common Access Card (CAC) or commercial Public Key Infrastructure (PKI) certificate to access such systems. Failure to satisfy requirements for access to the Camp Lemonnier unclassified network will not excuse the contractor from this requirement. Should network access be denied, the contractor shall be required to provide internet access and ADP resources at the work location.

20.3 All Personal Protective and Safety Equipment shall be provided by the Contractor.

## **21. 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.

## **22. OTHER TERMS AND CONDITIONS.**

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

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 11 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

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

**23. IMMIGRATION AND VISA REQUIREMENTS.**

**23.1 The Contractor bears sole responsibility to ensure that all necessary paperwork, fees, and host nation sponsorship requirements necessary to obtain required visa and shall comply with all Djiboutian immigration regulations to work in Djibouti at their own expense.**

**23.2 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 stating they are on contract, and a waiver letter from the company stating Camp Lemonnier is not responsible for the contracted employees.**

**23.3 BACO will issue required correspondence authorizing entry to Camp Lemonnier.**

**24. CONTRACTING OFFICER'S REPRESENTATIVE (COR).**

**The Contracting Officer's Representative will provide general instructions to the Contractor POC in Paragraph 24 on limitations and deadlines, and is responsible for administration of the task order in compliance with the contract to include inspection and acceptance of deliverables.**

**Camp Lemonnier, Djibouti COR  
LTJG Jessica L. Johnson, SC, USN  
Public Works Department, Bldg. 211, Room #7  
Camp Lemonnier, Djibouti, HOA  
E-mail: [jessica.l.johnson211.mil@mail.mil](mailto:jessica.l.johnson211.mil@mail.mil)  
DSN: 311-824-4889**

**25. CONTRACTOR PROJECT OFFICER.**

**The Contractor shall provide the Government project officer a single point of contact as the designated individual to receive direction from the Government. This individual will be responsible for directing the service providers and providing routine status reports to the Government via telephone and other communications as necessary.**

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 12 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION D PACKAGING AND MARKING**

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

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 13 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION E INSPECTION AND ACCEPTANCE**

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

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 14 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION F DELIVERABLES OR PERFORMANCE**

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

8000	9/30/2015 - 9/29/2016
8001	9/30/2016 - 9/29/2017

### **CLIN - DELIVERIES OR PERFORMANCE**

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

8000	9/30/2015 - 9/29/2016
8001	9/30/2016 - 9/29/2017

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

8002	9/30/2017 - 9/29/2018
------	-----------------------

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

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 15 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## 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: Elaine Dell'Isola, 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): NAVCON

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 16 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

*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: LTJG Jessica Johnson [Jessica.l.johnson211.mil@mail.mil](mailto:Jessica.l.johnson211.mil@mail.mil)

LT Yen Chew [yen.s.chew.mil@mail.mil](mailto:yen.s.chew.mil@mail.mil)

Acceptor: Elaine Dell'Isola [elaine.dellisola@eu.navy.mil](mailto:elaine.dellisola@eu.navy.mil)

Certifying Official: Maryann Hough [maryann.hough@eu.navy.mil](mailto:maryann.hough@eu.navy.mil)

(g) *WAWF point of contact.*

(1) *WAWF point of contact.* The NAVFAC WAWF point of contact for this task order contract can be reached at [NAVFACACQ\\_INV@eu.navy.mil](mailto:NAVFACACQ_INV@eu.navy.mil). The Contractor shall enter the email address identified herein in the "send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

*(End of WAWF Clause)*

### 3.0 TECHNICAL POINT OF CONTACT AND INSPECTION AND ACCEPTANCE

The Contracting Officer's Representative (COR) under this Task Order and the person responsible for performing inspection and acceptance of the contractor's performance at the destination is:

LTJG Jessica L. Johnson, SC, USN  
Public Works Department, Bldg 211, Room #7  
Camp Lemonnier, Djibouti, HOA  
E-mail: [jessica.l.johnson211.mil@mail.mil](mailto:jessica.l.johnson211.mil@mail.mil)

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 17 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

DSN: 311-824-4889

**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	N33191-15-NR-55005	
LLA :		
AA 1751804 52FA 254 00052 0 068732 2D C140B1 3379A5FP408Q		
Standard Number: N3379A15RC140B1		

BASE Funding  
Cumulative Funding

MOD 01 Funding 0.00  
Cumulative Funding

MOD 02

8001	N33191-15-NR-55005	
LLA :		
AB 1761804 52FG 251 00052 0 068732 2D C104B1 3379A6FP04AQ		
Standard Number: N3379A16RC04B1		

MOD 02 Funding  
Cumulative Funding

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 18 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION H SPECIAL CONTRACT REQUIREMENTS**

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

### **2.0. Contractor and Contract Employee Requirements:**

#### **2.1.1. Contract employees shall answer the phone as follows:**

(Name) / (Name of Contractor) Support Contractor

#### **2.1.2. All Contractor documents shall include the following:**

(Name)

Lead PAR

(Company Name)

Support Contractor for NAVFAC EURAFWSA, Camp Lemonnier, Djibouti, Africa

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

(Name)

Lead PAR

(Company Name)

Support Contractor for NAVFAC EURAFWSA, Camp Lemonnier, Djibouti, Africa

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

(Name)

Lead PAR

(Contractor Name) / Contractor Support

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

(Contractor Name)

Contractor Support

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 19 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## SECTION I CONTRACT CLAUSES

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

### **PROVISIONS / CLAUSES BY REFERENCE:**

**FAR 52.204-10 – REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)**  
**FAR 52.214-34 - SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)**  
**FAR 52.228-3 – 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 252.201-7000 CONTRACTING OFFICER’S REPRESENTATIVE. (DEC 1991)**

**DFARS 252.204-7000 DISCLOSURE OF INFORMATION (AUG 2013)**  
**DFARS 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992)**  
**DFARS 252.229-7000 - INVOICES EXCLUSIVE OF TAXES OR DUTIES (JUN 1997)**  
**DFARS 252.229-7001 - TAX RELIEF (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.**

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 20 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**“DEBT BONDAGE” MEANS THE STATUS OR CONDITION OF A DEBTOR ARISING FROM A PLEDGE BY THE DEBTOR OF HIS OR HER PERSONAL SERVICES OR OF THOSE OF A PERSON UNDER HIS OR HER CONTROL AS A SECURITY FOR DEBT, IF THE VALUE OF THOSE SERVICES AS REASONABLY ASSESSED IS NOT APPLIED TOWARD THE LIQUIDATION OF THE DEBT OR THE LENGTH AND NATURE OF THOSE SERVICES ARE NOT RESPECTIVELY LIMITED AND DEFINED.**

**“EMPLOYEE” MEANS AN EMPLOYEE OF THE CONTRACTOR DIRECTLY ENGAGED IN THE PERFORMANCE OF WORK UNDER THE CONTRACT WHO HAS OTHER THAN A MINIMAL IMPACT OR INVOLVEMENT IN CONTRACT PERFORMANCE.**

**“FORCED LABOR” MEANS KNOWINGLY PROVIDING OR OBTAINING THE LABOR OR SERVICES OF A PERSON—**

**(1) BY THREATS OF SERIOUS HARM TO, OR PHYSICAL RESTRAINT AGAINST, THAT PERSON OR ANOTHER PERSON;**

**(2) BY MEANS OF ANY SCHEME, PLAN, OR PATTERN INTENDED TO CAUSE THE PERSON TO BELIEVE THAT, IF THE PERSON DID NOT PERFORM SUCH LABOR OR SERVICES, THAT PERSON OR ANOTHER PERSON WOULD SUFFER SERIOUS HARM OR PHYSICAL RESTRAINT; OR**

**(3) BY MEANS OF THE ABUSE OR THREATENED ABUSE OF LAW OR THE LEGAL PROCESS.**

**“INVOLUNTARY SERVITUDE” INCLUDES A CONDITION OF SERVITUDE INDUCED BY MEANS OF —**

**(1) ANY SCHEME, PLAN, OR PATTERN INTENDED TO CAUSE A PERSON TO BELIEVE THAT, IF THE PERSON DID NOT ENTER INTO OR CONTINUE IN SUCH CONDITIONS, THAT PERSON OR ANOTHER PERSON WOULD SUFFER SERIOUS HARM OR PHYSICAL RESTRAINT; OR**

**(2) THE ABUSE OR THREATENED ABUSE OF THE LEGAL PROCESS.**

**“SEVERE FORMS OF TRAFFICKING IN PERSONS” MEANS—**

**(1) SEX TRAFFICKING IN WHICH A COMMERCIAL SEX ACT IS INDUCED BY FORCE, FRAUD, OR COERCION, OR IN WHICH THE PERSON INDUCED TO PERFORM SUCH ACT HAS NOT ATTAINED 18 YEARS OF AGE; OR**

**(2) THE RECRUITMENT, HARBORING, TRANSPORTATION, PROVISION, OR OBTAINING OF A PERSON FOR LABOR OR SERVICES, THROUGH THE USE OF FORCE, FRAUD, OR COERCION FOR THE PURPOSE OF SUBJECTION TO INVOLUNTARY SERVITUDE, PEONAGE, DEBT BONDAGE, OR SLAVERY.**

**“SEX TRAFFICKING” MEANS THE RECRUITMENT, HARBORING, TRANSPORTATION, PROVISION, OR OBTAINING OF A PERSON FOR THE PURPOSE OF A COMMERCIAL SEX ACT.**

**(B) POLICY. THE UNITED STATES GOVERNMENT HAS ADOPTED A ZERO TOLERANCE POLICY REGARDING TRAFFICKING IN PERSONS. CONTRACTORS AND CONTRACTOR EMPLOYEES SHALL NOT—**

**(1) ENGAGE IN SEVERE FORMS OF TRAFFICKING IN PERSONS DURING THE PERIOD OF PERFORMANCE OF THE CONTRACT;**

**(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.’**

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 21 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**DOCUMENT MAY BE OBTAINED FROM: [HTTP://WWW.DTIC.MIL/WHs/DIRECTIVES/CORRES/](http://www.dtic.mil/whs/directives/corres/pdf/220001p.pdf)PDF/220001P.PDF**

**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 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](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**

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 22 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**(B) CONTINUE TO MAINTAIN IT UNTIL PERFORMANCE IS COMPLETED. THE CONTRACTOR SHALL INSERT, IN ALL SUBCONTRACTS UNDER THIS CONTRACT TO WHICH THE DEFENSE BASE ACT APPLIES, A CLAUSE SIMILAR TO THIS CLAUSE (INCLUDING THIS SENTENCE) IMPOSING UPON THOSE SUBCONTRACTORS THIS REQUIREMENT TO COMPLY WITH THE DEFENSE BASE ACT.**

**(END OF CLAUSE)**

**FAR 52.237-3 – CONTINUITY OF SERVICES. (JAN 1991)**

**(A) THE CONTRACTOR RECOGNIZES THAT THE SERVICES UNDER THIS CONTRACT ARE VITAL TO THE GOVERNMENT AND MUST BE CONTINUED WITHOUT INTERRUPTION AND THAT, UPON CONTRACT EXPIRATION, A SUCCESSOR, EITHER THE GOVERNMENT OR ANOTHER CONTRACTOR, MAY CONTINUE THEM. THE CONTRACTOR AGREES TO --**

**(1) FURNISH PHASE-IN TRAINING; AND**

**(2) EXERCISE ITS BEST EFFORTS AND COOPERATION TO EFFECT AN ORDERLY AND EFFICIENT TRANSITION TO A SUCCESSOR.**

**(B) THE CONTRACTOR SHALL, UPON THE CONTRACTING OFFICER'S WRITTEN NOTICE,**

**(1) FURNISH PHASE-IN, PHASE-OUT SERVICES FOR UP TO 90 DAYS AFTER THIS CONTRACT EXPIRES AND**

**(2) NEGOTIATE IN GOOD FAITH A PLAN WITH A SUCCESSOR TO DETERMINE THE NATURE AND EXTENT OF PHASE-IN, PHASE-OUT SERVICES REQUIRED.**

**THE PLAN SHALL SPECIFY A TRAINING PROGRAM AND A DATE FOR TRANSFERRING RESPONSIBILITIES FOR EACH DIVISION OF WORK DESCRIBED IN THE PLAN, AND SHALL BE SUBJECT TO THE CONTRACTING OFFICER'S APPROVAL. THE CONTRACTOR SHALL PROVIDE SUFFICIENT EXPERIENCED PERSONNEL DURING THE PHASE-IN, PHASE-OUT PERIOD TO ENSURE THAT THE SERVICES CALLED FOR BY THIS CONTRACT ARE MAINTAINED AT THE REQUIRED LEVEL OF PROFICIENCY.**

**(C) THE CONTRACTOR SHALL ALLOW AS MANY PERSONNEL AS PRACTICABLE TO REMAIN ON THE JOB TO HELP THE SUCCESSOR MAINTAIN THE CONTINUITY AND CONSISTENCY OF THE SERVICES REQUIRED BY THIS CONTRACT. THE CONTRACTOR ALSO SHALL DISCLOSE NECESSARY PERSONNEL RECORDS AND ALLOW THE SUCCESSOR TO CONDUCT ON-SITE INTERVIEWS WITH THESE EMPLOYEES. IF SELECTED EMPLOYEES ARE AGREEABLE TO THE CHANGE, THE CONTRACTOR SHALL RELEASE THEM AT A MUTUALLY AGREEABLE DATE AND NEGOTIATE TRANSFER OF THEIR EARNED FRINGE BENEFITS TO THE SUCCESSOR.**

**(D) THE CONTRACTOR SHALL BE REIMBURSED FOR ALL REASONABLE PHASE-IN, PHASE-OUT COSTS (I.E., COSTS INCURRED WITHIN THE AGREED PERIOD AFTER CONTRACT EXPIRATION THAT RESULT FROM PHASE-IN, PHASE-OUT OPERATIONS) AND A FEE (PROFIT) NOT TO EXCEED A PRO RATA PORTION OF THE FEE (PROFIT) UNDER THIS CONTRACT.**

**(END OF CLAUSE)**

**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

**THIS CONTRACT INCORPORATES ONE OR MORE CLAUSES BY REFERENCE, WITH THE SAME FORCE AND EFFECT AS IF THEY WERE GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. ALSO, THE FULL TEXT OF A CLAUSE MAY BE ACCESSED ELECTRONICALLY AT THESE ADDRESS(ES):**

**FAR [HTTP://WWW.ACQUISITION.GOV/FAR/INDEX.HTML](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**

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 23 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

[HTTP://FARSITE.HILL.AF.MIL/VDFDARA.HTM](http://farsite.hill.af.mil/vdfdara.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.

(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

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 24 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

**REPRESENTATIVE AS INDICATED HEREINAFTER:**

  X   **THE CONTRACTING OFFICER'S REPRESENTATIVE (COR) WILL BE DESIGNATED BY THE CONTRACTING OFFICER AS THE AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER. THE COR IS RESPONSIBLE FOR MONITORING PERFORMANCE AND THE TECHNICAL MANAGEMENT OF THE EFFORT REQUIRED HEREUNDER, AND SHOULD BE CONTACTED REGARDING QUESTIONS OR PROBLEMS OF A TECHNICAL NATURE.**

  X   **THE DESIGNATED CONTRACT SPECIALIST WILL BE THE ADMINISTRATIVE CONTRACTING OFFICER'S REPRESENTATIVE ON ALL OTHER CONTRACT ADMINISTRATIVE MATTERS. THE CONTRACT SPECIALIST SHOULD BE CONTACTED REGARDING ALL MATTERS PERTAINING TO THE CONTRACT OR TASK/DELIVERY ORDERS.**

       **THE DESIGNATED PROPERTY ADMINISTRATOR IS THE ADMINISTRATIVE CONTRACTING OFFICER'S REPRESENTATIVE ON PROPERTY MATTERS. THE PROPERTY ADMINISTRATOR SHOULD BE CONTACTED REGARDING ALL MATTERS PERTAINING TO PROPERTY ADMINISTRATION.**

(END OF CLAUSE)

CONTRACT NO. N00178-10-D-6174	DELIVERY ORDER NO. EJ06	AMENDMENT/MODIFICATION NO. 02	PAGE 25 of 25	FINAL
----------------------------------	----------------------------	----------------------------------	------------------	-------

## **SECTION J LIST OF ATTACHMENTS**

Past Performance Questionnaire