

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE J	PAGE OF PAGES 1 3
2. AMENDMENT/MODIFICATION NO. 05	3. EFFECTIVE DATE 12-Sep-2018	4. REQUISITION/PURCHASE REQ. NO. 5474855	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVFAC EUROPE PSC 817 Box 51 FPO FPO AE 09622-0051 brian.d.griffin@eu.navy.mil 314-626-1595	CODE N33191	7. ADMINISTERED BY (If other than Item 6) NAVFAC EUROPE PSC 817 Box 51 FPO FPO AE 09622-0051	CODE N33191	SCD: C

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Planate Management Group LLC 3631 Ransom Place Alexandria VA 22306	9A. AMENDMENT OF SOLICITATION NO.
	9B. DATED (SEE ITEM 11)
	10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-10-D-6237-EJ08
[X]	10B. DATED (SEE ITEM 13) 25-Sep-2015
CAGE CODE 4XZF6	FACILITY CODE

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

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

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

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

(*)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
[X]	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.243-1 Changes Fixed-Price (Aug 1987) Alt I
<input type="checkbox"/>	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) Jonathan B. Larson, Vice President of Business Operations		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Cherie Mitchell, Contracting Officer	
15B. CONTRACTOR/OFFEROR /s/Jonathan B. Larson (Signature of person authorized to sign)	15C. DATE SIGNED 11-Sep-2018	16B. UNITED STATES OF AMERICA BY /s/Cherie Mitchell (Signature of Contracting Officer)	16C. DATE SIGNED 12-Sep-2018

NSN 7540-01-152-8070
PREVIOUS EDITION UNUSABLE

30-105

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

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GENERAL INFORMATION

N00178-10-D-6237-EJ08: This is a FFP MAC IDIQ task order to provide Installation Energy/Engineering Management support services for the Public Works Department located at Camp Lemonnier, Djibouti, Africa.

Modification #05: The purpose of this modification is to:

1. Extend the contract period and services for an additional 4 months and build CLIN 8003, and Option CLIN 8004. Accordingly, subject Task Order is modified as follows:

- a. CLIN 8003 (IEM support) =

- Total Estimated Mod 05 Price =

- b. As a result of this change, the overall price for this task order is increased by

- c. The contract performance period is changed to “29 September 2018 to 29 January 2019.”

- d. CLIN 8004 (IEM support) = built as a three month option. If awarded this CLIN will extend the period of performance from 29 January 2019 to 29 April 2019.

2. Acceptance of this modification by the contractor constitutes an accord and satisfaction and represents payment in full for both time and money and for any and all costs, impact effect, and for delays and disruptions arising out of, or incidental to, the work as herein revised.

3. All other terms and conditions of this task order remain the same.

4. MOD REASON CODE: SCPE

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

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The Line of Accounting information is hereby changed as follows:

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

CLIN/SLIN	Type Of Fund	From (\$)	By (\$)	To (\$)
8003	O&MN,N			

The total value of the order is hereby increased from

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

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

CLIN/SLIN	From	To
8003		9/30/2018 - 1/29/2019
8004		1/30/2019 - 4/29/2019

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	PSC	Supplies/Services	Qty	Unit	Unit Price	Total Price
8000	R499	BASE PERIOD: INSTALLATION ENERGY/ENGINEERING MANAGER - 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)				
8001	R499	OPTION PERIOD 1: INSTALLATION ENERGY/ENGINEERING MANAGER - 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)				
8002	R499	OPTION PERIOD 2: INSTALLATION ENERGY/ENGINEERING MANAGER - 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)				
8003	R499	Provide IEM Services for CLDJ from 30September 2018 to 29 January 2019. (O&MN,N)				
8004	R499	Provide IEM Services for CLDJ from January 30 2019 to April 29 2019. (O&MN,N)				
		Option				

For ODC Items:

Item	PSC	Supplies/Services	Qty	Unit	Est. Cost
9000	R499	Travel and training for Installation Energy Manager to attend CECOS Energy Management, Smart Grid Workshop, and FY17 Energy Conference (O&MN,N)			

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

PERFORMANCE WORK STATEMENT (PWS) FOR ENGINEERING (ENERGY) SUPPORT SERVICES CAMP LEMONNIER, DJIBOUTI, AFRICA

Updated: 09 Sep 2017

1. SCOPE

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

- A. Installation Energy / Engineering Management (IEM) support services for the Facilities Maintenance Division, Public Works Department (PWD) Djibouti, NAVFAC EURAFSWA

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

The Contractor shall be responsible for ensuring the accuracy, timeliness and completion of all tasks under this effort. The Contractor shall be responsible for providing all materials, equipment and labor, to include technically qualified personnel to perform the services identified, unless specifically excluded in this PWS. The Contractor shall submit an updated management plan within five working days following Contract award that outlines how Contractor employees on the task order will be managed to perform the requirements of the contract. It is permissible to submit an updated version of the management plan submitted in Section M of the solicitation. The updated Management Plan shall not exceed ten (10) pages.

Each offeror submitting a proposal shall confirm experience, qualifications, certifications, licenses, physical abilities and other requirements in this PWS and shall affirm the ability to meet performance period, location and security requirements as defined. Within three working days following award, the Contractor must submit documentation verifying that each employee assigned to perform work meets or exceeds the qualification requirements stated herein for Government acceptance. This submission of qualifications requirement remains for any subsequent employees. If, during the performance of services, any Contractor employee cannot continue to meet the requirements for any reason, the Contractor shall ensure that there is no gap in services longer than 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 must 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 24 shall coordinate absences or leave with the

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Government Project Officer stated in Paragraph 23 and the Administrative Contract Specialist as early as possible.

2. ORGANIZATION

These services will be performed at Camp Lemonnier, Djibouti in support of the Public Works Officer, the head of the Public Works Department (PWD).

3. TASKS/SERVICES

3.A Energy/Engineering, Planning and Estimating support services:

The Contractor's role is to support NAVFAC and its Clients with identifying, defining, scoping, estimating and developing energy-focused job packages for both contracts and in-house execution and additional energy related consulting services. To accomplish this function the incumbent will provide engineering support and comprehensive energy management services.

Engineering service requirements include the responsibilities of managing the planning, developing requirements, and estimating costs associated with energy-related utility/facility requirements for repairs, alterations and minor construction projects (CAT III/IV). The incumbent will be responsible for the development of energy and water conservation projects to manage and reduce utilities consumption and demand. The Contractor shall focus on: developing facilities energy efficiency improvements, developing distributed generation opportunities, assisting in development of renewable energy projects, providing energy training, performing design reviews, analyzing energy and utilities data, recommending improvements to utility procurement and operations. The incumbent will identify energy conservation opportunities and help facilitate the implementation of projects, initiatives, and programs that reduce energy consumption and demand, and be an on-site action agent to facilitate energy and cost savings; work with Government Clients to identify and define requirements, monitor and report on status project execution, locate and identify funding sources for energy projects and recommend to appropriate personnel such as Utilities and Energy Management (UEM) Branch Head, Production Director, Facilities Management Director, and/or Public Works Officer.

This contract is based on 2080 work hours during the 12 months of service. 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 45 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.

Energy/Engineering support services include, but not limited to:

3.A.1 Provides project management and coordination for the development and implementation of energy conservation projects including Utility Energy Services Contracts (UESC), Energy Savings Performance Contracts (ESPC), Energy Conservation Investment Program (ECIP), Restorations and Modernization energy (RMe) and direct funded projects. Leads efforts to research, justify, and implement energy conservation projects as well as ensures all future projects consider efficient energy design/usage (e.g. design review). Prepares projects to reduce energy, solid waste, water, and sewer costs. Generates verifiable utility cost savings, energy

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savings, avoided costs and other incentive programs. Develop preliminary cost estimates for energy projects; develop energy project scopes; supporting DD1391 development; conduct economic analyses; calculate eROI for projects; determine appropriate funding source; review energy project design (pre-award); and provide SME support for energy related design and energy construction projects (post-award). Monitors and reports the status of project execution.

3.A.2 Plans and manages energy related in-house assignments and reviews capital projects for efficient energy use. Review and provide technical recommendations for energy and water savings on FEAD executed projects including MILCON, special projects, and minor work orders by reviewing submittals and design packages.

3.A.3 Has overall responsibility for the development and management of the installation's energy use and efficiency/conservation programs.

3.A.3.1 Establishes a highly visible energy and resource conservation program through awareness campaigns and training. Establishes and communicates station energy policies to all hands through various programs such as Public Service Announcements (PSAs) and preparing briefs for use at Joint Reception, Staging, Onward Movement, and Integration (JRSOI) Indoctrination Training, Tenant Command Briefs, etc.

3.A.3.2 Develops an energy management training program to instruct employees on energy conservation techniques and methodologies. Implements and manages a base-wide Building Energy Monitor (BEM) program to leverage FMR (Facility Management Representative) role in energy and water conservation. Provide training as needed on a monthly basis for new BEMs and conduct BEM quarterly training sessions. Provide conservation tips weekly.

3.A.3.3 Serves as the established technical resource for occupants, Building Energy Monitors, and operations and maintenance staff. Increases the recognition of the installation energy program through good management practices and preparation of reports, case studies, award submissions, and other program documentation.

3.A.4 Liaise with clients, tenants, contractors and Public Works to promote energy and water conservation awareness for the Base and develop recommended solutions.

3.A.5 Make visits to work sites to perform facility energy audits in order to develop requirements for energy and water conservation projects. Develops and maintains energy audits for all significant energy users. Performs technical engineering inspections, studies and audits of existing facilities and infrastructure to facilitate maintenance and repair of facility envelopes, components, and equipment. Submits work requests through Public Works FMR to address facility and equipment deficiencies which waste energy. Maintains a permanent record of all energy-related work requests and follows up monthly to track completion of requested work. Work request record shall be presented for review upon government request.

3.A.6 Reviews and monitors energy use trends and patterns. Tracks progress toward meeting DoD/DoN energy goals. Track and monitor energy and water usage and progress through DUERS (Defense Utility Energy Reporting System) and report to PWD and FEC management. Utilizes data generated by programs as available such as Defense Utilities Energy Report System (DUERS), Centralized & Integrated for the Comprehensive Utilities Information Tracking

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System (CIRCUITS), and Computerized Utility Billing Integrated Control (CUBIC), etc.

3.A.7 Review and respond to energy related data calls. Prepares the Secretary of the Navy Shore Installation Energy and Water Management Annual Report. Complete any necessary data collection to respond to SECNAV Energy Awards, DUERS Quarterly data input and others as required.

3.A.8 Implements and manages a robust Measurement and Verification (M&V) program for all energy-saving projects as required. Incorporate measurement and verification (M&V) into energy related construction projects.

3.A.9 Develop renewable energy projects (solar photovoltaic, solar thermal hot water, and wind) by working with FEC EURAFSWA and EXWC on project development. Track renewable energy progress and goals. Review baseline studies, net-zero studies and other energy related assessments to incorporate projects.

3.A.10 Monitor process compliance with command energy policies and make recommendations for correction. Calculates statistical averages, cumulative and rolling averages, statistical trends, rates of change, percentages, etc., and tabulates, plots, and formats the results to maximize utility efficiency and cost avoidance. Runs computer programs associated with work assignments.

Assembles and compiles technical data on many different forms or in special format for use and analysis internally and for submittal to governmental agencies. Prepares written technical reports to identify utility consumption trends or areas for improvement. Enters data and statistics into processing devices using procedures as designated, and runs programs or executes procedures to obtain the necessary optimal output in proper format. Develops and produces presentation graphics materials for utility and energy management. Prepares forecasts, studies, technical reports, memorandums, letters, and related items.

3.A.11 Participate in regular progress meetings with Clients, contractors, Public Works officials and other interested parties regarding work in progress, completed, project status, discuss problems and provide recommendations to resolve issues. Communicates with and solicits support from the NAVFAC and Commander Navy Region EURAFSWA communities.

3.A.12 Attend Work Induction Board (WIB) meetings to present new work for scheduling and recommend appropriate routing and methods of accomplishment.

3.A.13 Participate in all "Partnering" activities with Clients, contractors and Public Works (workshops, meetings, etc.) as requested.

3.A.14 Provide technical support in answering requests for information (RFI) from service contractors. Provide support for contractors requiring base access for performance of energy studies and audits.

3.A.15 Complete all training the Government deems necessary. Training may be either for professional development that the Governments determines will enable the service provider to provide enhanced support, or may be on general topics such as Equal Employment Opportunity, Sexual Harassment, Trafficking in Persons, etc.

4. DELIVERABLES

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All tasks/services shall be performed on time, accurately, and completely. Contractor shall submit a weekly project status report for any assigned project to the applicable personnel depicted in the Chart 4A, and attend any project meetings, as requested. 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)

4.A. Installation Energy Manager/Engineering support services:

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

Deliverable	Reference	When due	# copies	Submit to
Management Plan (updated version)	1	5 working days after award	1	KO/COR/ DPWO
Project Status Report	4	Weekly	1	KO/DPWO
Energy related data call management	3.A.7	As appropriate	1	DPWO
Quarterly DUERS progress and Annual Energy Management Report	3.A.6/7	Quarterly and Annual, respectively	1	DPWO
Submissions for ECIP, RMe, and Fast payback program	3.A.1	As appropriate	1	DPWO
Facility Energy and Water Audits	3.A.5	As required by mission	1	DPWO
Work Request Record	3.A.8	As required by mission	1	DPWO
Management of Performance Verification(M&V) of energy projects	3.A.8	As required by mission	1	DPWO
All construction management related to project execution as appropriate from Production Division	3.A.11 3.A.12 3.A.13 3.A.14	As required by mission		FEAD
BEM Program and quarterly meetings	3.A.3 3.A.4	Quarterly	1	DPWO
Design and Submittal Reviews	3.A.2	As required by mission	1	FEAD / PROD

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

Contractor employees performing services under each representative area must meet the following requirements and have the following licenses and/or certifications for each respective position:

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5.A Installation Energy/Engineering Management support services:

The employee must use experienced judgment and initiative in applying and adapting engineering principles and practices. Guidelines include standard instructions, technical literature, agency policies and procedures, manufacturers' catalogs, DoD instructions, and handbooks, precedents and standard practices in the area of specialization/assignment. The engineer independently selects, interprets, and applies the guides, adapting them when necessary to meet the requirements of the assignment.

5.A.1 Extensive technical and practical knowledge and experience (at least 3 years) as an Installation Energy Manager, Regional Energy Manager, Designer, Engineer, or Engineering Technician with energy-related experience.

Registration as a Certified Energy Manager (CEM) is required. Contractor employees who meet all other qualifications for initial employment shall obtain CEM certification within 6 months of being placed in the position.

5.A.2 Contractor shall possess at least a Bachelor of Science degree (or European/Southwest Asian equivalent) in Engineering. A fully qualified engineer with a degree in electrical, mechanical, civil, or industrial engineering or directly related engineering degree from an accredited engineering college or university. Registration as a Professional Engineer is highly desirable but not required.

5.A.3 Demonstrated working knowledge of engineering principles, building construction, construction science or maintenance management.

Professional knowledge and abilities applicable to a wide range of engineering duties; ability to modify standard practices and adapt equipment or techniques to solve a variety of problems; ability to adapt precedents or make significant departures from previous approaches to similar projects in order to provide for the specialized requirements of some projects; and ability to apply the standard practices of related engineering disciplines as they relate to energy conservation and utilities engineering design.

5.A.4 Demonstrated ability to develop projects, perform cost estimates, and perform technical evaluations to compare contractor proposals for technical soundness and make recommendations on reasonableness.

Prepare projects to reduce energy, solid waste, water, and sewer costs. Managing the preparation of plans, specifications and cost estimates for projects requiring engineering capability in electricity, water, gas, and wastewater. Develop energy and water conservation projects to manage and reduce utilities consumption and demand. Perform design oversight, management, and overall coordination of utility projects. Experience in 1391 Project Development Experience with calculating return on investments documentation.

5.A.5 Experience demonstrating a sound understanding of energy reduction programs, principles and practices applicable to energy efficiency, energy conservation, and alternative energy schemes related to targeted, energy-savings repair and alteration projects.

Experience in energy and resource conservation programs by conducting awareness campaigns and training. Ability to develop policies to reflect energy savings and losses. Ability to develop

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building energy audits for significant energy users. Calculate statistical averages, cumulative and rolling averages, statistical trends, rates of change, percentages, etc. in order to tabulate, plot, and format the results to maximize utility efficiency and cost avoidance.

5.A.6 Demonstrated knowledge of maintenance practices and methods, and maintenance management skills; knowledge of principles of utility operations and engineering.

Knowledge of federal energy regulations and processes to pursue compliance. Recommend improvements to utility procurement and operations. Conduct engineering studies of equipment and services for utility and energy-related systems to determine capabilities, service effectiveness, and to make recommendations concerning service and operating methods.

5.A.7 Ability to write and speak fluent English in order to provide reports and make presentations to Government personnel; skill in information management.

Entering data and statistics into processing devices using designated procedures. Prepare reports, case studies, award submissions, and other documentation to increase the recognition of the energy program. Developing presentation graphics materials for utility and energy management. Providing background information and documentation for management consideration on major utility projects and technical matters involving utility projects. Prepare written technical reports to identify energy consumption trends, patterns or areas of improvement.

5.A.8 Demonstrated ability to monitor maintenance, repair and alteration projects to a successful and timely completion with respect to schedule and budget.

Ability to plan and monitor utility construction projects to ensure compliance with applicable objectives, standards, and requirements. Specific knowledge of utility services, rate structures, and capital investments related to utility systems, and energy management. Knowledge of principles of utility operations and engineering; engineering applications; value engineering and capital investment decision analysis. Skill in use and application of engineering economic principles.

5.A.9 Demonstrated knowledge of CIRCUITS (Centralized and Integrated Reporting for the Comprehensive Utilities Information Tracking System) and DUERS Utility and energy tracking systems.

5.A.10 Ability to perform strenuous activity while working outdoors in extreme heat or cold, working in confined spaces, climbing and using fall protection equipment will be required on this contract. Assigned contractor employee must present medical certificate of physical qualification showing that they are physically capable of performing the tasks outlined in the PWS, as well as to effectively work in the rigorous environment of Djibouti.

5.A.11 Demonstrated knowledge of safety and occupational health principles, practices, procedures, laws and regulations as they relate to maintenance performance requirements. (Outlined in the EM-385-1-1 and 29 CFR).

5.A.12 Must successfully pass required security background investigation, see paragraph 10 for complete security requirements.

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6. PLACE OF PERFORMANCE

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

7. PERIOD OF PERFORMANCE

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

This task order includes two (2) option periods, which may be unilaterally exercised by the Government. The option periods shall not exceed one (1) year in duration. All terms and conditions applicable to the base period shall extend to the option period unless otherwise agreed upon in writing.

8. OPERATIONAL HOURS

The contract foresees on-site work will correspond to the Government's work week, Monday through Saturday. The Contractor shall coordinate actual work schedule with the COR. Services delineated in this PWS are expected to be performed by personnel paced at no more than 45 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. As a result, Contractor employees are not expected to provide support during United States official holidays. Additionally, Djibouti national holidays in 8.B are listed for reference. Contract employees are expected to provide services during Djibouti holidays, but need to be prepared to make allowances for impacts that these dates may have on the ability to successfully complete necessary services. Emergency situations may require immediate response during normally off-duty hours, as directed by the COR and may require temporary adjustments to normal work schedules.

8.A United States official holidays (dates may vary for option years):

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

8.B Djibouti official holidays (dates may vary for option years):

Eid al-Adha (Feast of the Sacrifice)
Awal Mouharam (Islamic New Year)

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Christmas
New Year's day (Gregorian)
Mouloud (Prophet's Birthday)
Labor Day
Lailat al Miraj (Night of Ascension)
Independence Day
Eid al-Fitr (End of Ramadan)

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. SECURITY REGULATIONS AND REQUIREMENTS

10.1 Work under this task order is UNCLASSIFIED. The Contractor shall comply with all applicable Department of Defense (DoD) security regulations and procedures during the performance of this task order. The Contractor shall not disclose and must safeguard procurement sensitive information, computer systems and data, privacy act data, and Government personnel work products that are obtained or generated in the performance of this task order. If necessary, the Contractor will be required to provide clearances for personnel requiring access to Government computers and workstations.

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

10.3 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.

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

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

11.1 Travel is not required in the normal completion of duties.

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

12. TASK TYPE

Firm Fixed Price

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13. ADMINISTRATIVE CONSIDERATIONS

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

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

14. 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.

15. 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.

16. 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.

17. ACCESS TO PROPRIETARY DATA

Performance of this effort may require the Contractor to access and use data and information

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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.

18. QUALITY ASSURANCE

The Government designated point of contact in paragraph 23 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.

19. GOVERNMENT FURNISHED PROPERTY/INFORMATION

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

19.2 The Government will provide safety vests and hard hats. All other Personal Protective and Safety Equipment shall be provided by the Contractor. The Government will provide furnished administrative working space for Contractor employees' located onsite at Camp Lemonnier, Djibouti. Report generation and tracking through the use of Government databases are necessary functions for the services provided in this PWS, therefore the Government will furnish computer assets to for these functions.

20. OTHER TERMS AND CONDITIONS

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.

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21. IMMIGRATION AND VISA REQUIREMENTS

21.1 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.

21.2 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.

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

22. 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.

23. GOVERNMENT PROJECT OFFICER

The Government Project Officer will provide general instructions to COR 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 Contracting Officer's Representative (COR)

LT Fred Russell

FSC Branch Head/BOS Contract COR

Public Works Office

N4 BLDG 211, Room #7 Camp Lemonnier, Djibouti, HOA

DSN: 311-824-4326

E-mail: Frederic.O.Russell.mil@mail.mil

24. CONTRACTOR PROJECT OFFICER

The Contractor will provide the Government project officer a single point of contact as the designated individual to receive direction from the Government. This individual will be responsible for directing the Contractor employees

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SECTION D PACKAGING AND MARKING

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

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SECTION E INSPECTION AND ACCEPTANCE

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

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SECTION F DELIVERABLES OR PERFORMANCE

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

8000	9/30/2015 - 9/29/2016
8001	9/30/2016 - 9/29/2017
8002	9/30/2017 - 9/29/2018
8003	9/30/2018 - 1/29/2019
9000	1/31/2017 - 9/30/2017

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
8002	9/30/2017 - 9/29/2018
8003	9/30/2018 - 1/29/2019
9000	1/31/2017 - 9/30/2017

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

8004	1/30/2019 - 4/29/2019
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Services to be performed hereunder will be provided at Camp Lemonnier, Djibouti, Africa.

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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:

Commercial Bill Paying Office (CBPO), Naples, Italy

PSC 810 Box 58

FPO AE 09619-1058

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

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

Inspection location: N33191/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 N61240
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: **LT Fred Russell** Frederic.O.Russell.mil@mail.mil

Acceptor: Elaine Dell'Isola elaine.dellisola@eu.navy.mil

Certifying Official: **Dale Rieck** dale.c.rieck@eu.navy.mil

(g) *WAWF point of contact.*

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

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

(End of WAWF Clause)

3.0 TECHNICAL POINT OF CONTACT AND INSPECTION AND ACCEPTANCE

The Contracting Officer's Representative (COR) under this Task Order and the person responsible for performing

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inspection and acceptance of the contractor's performance at the destination is:

Camp Lemonnier, Djibouti Contracting Officer's Representative (COR)

LT Fred Russell

FSC Branch Head/BOS Contract COR

Public Works Office

N4 BLDG 211, Room #7 Camp Lemonnier, Djibouti, HOA

DSN: 311-824-4326

E-mail: Frederic.O.Russell.mil@mail.mil

4.0 PAYMENT INSTRUCTIONS AND INFORMATIONAL SLINS

DFARS 252.204-0001 Line Item Specific: Single Funding. (SEP 2009)

The payment office shall make payment using the ACRN Funding of the line item being billed.

5.0 CONTRACTOR'S FINAL RELEASE INSTRUCTIONS

Before the final payment under this task order is made, the Contractor shall complete and submit to the Contracting Officer, a NAVFAC "Contractor's Release Statement."

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

2.0. Contractor and Contract Employee Requirements:

2.1.1. Contract employees shall answer the phone as follows:

(Name) / (Name of Contractor) Support Contractor

2.1.2. All Contractor documents shall include the following:

(Name)

Installation Energy Manager

(Company Name)

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

2.1.3. Emails shall include the following:

(Name)

Installation Energy Manager

(Company Name)

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

2.1.4. Cubicle/workstation shall exhibit the following:

(Name)

Installation Energy Manager

(Contractor Name) / Contractor Support

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

(Company Name)

Support Contractor

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SECTION I CONTRACT CLAUSES

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

PROVISIONS / CLAUSES BY REFERENCE:

FAR 52.204-10 – REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JUL 2010)

FAR 52.214-34 - SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)

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

FAR 52.228-4 - WORKERS COMPENSATION AND WAR-HAZARD INSURANCE OVERSEAS (APR 1984)

FAR 52.229-6 - TAXES - FOREIGN FIXED-PRICE CONTRACTS (JUN 2003)

FAR 52.237-1 - SITE VISIT (APR 1984)

FAR 52.237-2 - PROTECTION OF GOVERNMENT BUILDINGS, EQUIPMENT, AND VEGETATION (APR 1984)

FAR 52.246-4 - INSPECTION OF SERVICES-FIXED PRICE (AUG 1996)

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

DFARS 252.201-7000 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

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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.

“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

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PARAGRAPH (B) OF THIS CLAUSE; AND

(B) THE FOLLOWING DIRECTIVE(S) OR NOTICE(S) APPLICABLE TO EMPLOYEES PERFORMING WORK AT THE CONTRACT PLACE(S) OF PERFORMANCE AS INDICATED BELOW:

DOCUMENT TITLE: DEPARTMENT OF DEFENSE INSTRUCTION 2200.01, DATED SEPTEMBER 15, 2010, ENTITLED 'COMBATING TRAFFICKING IN PERSONS.'

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

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

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PROGRAMS CAN BE FOUND AT THE WEBSITE FOR THE DEPARTMENT OF STATE'S OFFICE TO MONITOR AND COMBAT TRAFFICKING IN PERSONS AT [HTTP://WWW.STATE.GOV/G/TIP](http://www.state.gov/g/tip) .

(END OF CLAUSE)

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

THE CONTRACTOR SHALL

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

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

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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 [HTTP://FARSITE.HILL.AF.MIL/VFDFARA.HTM](http://farsite.hill.af.mil/vfdfara.htm)

(END OF CLAUSE)

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

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

(END OF CLAUSE)

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

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

(END OF CLAUSE)

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

(A) THE GOVERNMENT MAY EXTEND THE TERM OF THIS CONTRACT FOR A TERM OF ONE (1) TO TWELVE (12) MONTHS BY WRITTEN NOTICE TO THE CONTRACTOR WITHIN THE

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PERFORMANCE PERIOD SPECIFIED IN THE SCHEDULE; PROVIDED THAT THE GOVERNMENT SHALL GIVE THE CONTRACTOR A PRELIMINARY WRITTEN NOTICE OF ITS INTENT TO EXTEND BEFORE THE CONTRACT EXPIRES. THE PRELIMINARY NOTICE DOES NOT COMMIT THE GOVERNMENT TO AN EXTENSION.

(B) IF THE GOVERNMENT EXERCISES THIS OPTION, THE EXTENDED CONTRACT SHALL BE CONSIDERED TO INCLUDE THIS OPTION PROVISION.

(C) THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED 36 MONTHS.

(END OF CLAUSE)

NFAS 5252.242-9300 - GOVERNMENT REPRESENTATIVES (OCT 1996)

THE CONTRACT WILL BE ADMINISTERED BY AN AUTHORIZED REPRESENTATIVE OF THE CONTRACTING OFFICER. IN NO EVENT, HOWEVER, WILL ANY UNDERSTANDING OR AGREEMENT, MODIFICATION, CHANGE ORDER, OR OTHER MATTER DEVIATING FROM THE TERMS OF THE CONTRACT BETWEEN THE CONTRACTOR AND ANY PERSON OTHER THAN THE CONTRACTING OFFICER BE EFFECTIVE OR BINDING UPON THE GOVERNMENT, UNLESS FORMALIZED BY PROPER CONTRACTUAL DOCUMENTS EXECUTED BY THE CONTRACTING OFFICER PRIOR TO COMPLETION OF THIS CONTRACT. THE AUTHORIZED REPRESENTATIVE AS INDICATED HEREINAFTER:

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

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

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

(END OF CLAUSE)

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SECTION J LIST OF ATTACHMENTS

Past Performance Questionnaire