

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE J	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 11	3. EFFECTIVE DATE 01-Oct-2011	4. REQUISITION/PURCHASE REQ. NO. NA	5. PROJECT NO. (If applicable) N/A	
6. ISSUED BY NAVFAC EUROPE PSC 817 Box 51 FPO AE 09622-0051 mark.vanluit@eu.navy.mil 39-081-568-7744	CODE N33191	7. ADMINISTERED BY (If other than Item 6) NAVFAC EUROPE PSC 817 Box 51 FPO AE 09622-0051		CODE N33191

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Rome Research Corporation 421 Ridge Street Rome NY 13440-5600		9A. AMENDMENT OF SOLICITATION NO.
CAGE CODE 7L329 FACILITY CODE		9B. DATED (SEE ITEM 11)
[X]		10A. MODIFICATION OF CONTRACT/ORDER NO. N00178-05-D-4540-EJ01
		10B. DATED (SEE ITEM 13) 29-Jun-2009

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.

<input type="checkbox"/>	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 checked="" type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

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

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

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Frederick M VanLuit, Contracting Officer	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY /s/Frederick M VanLuit (Signature of Contracting Officer)	16C. DATE SIGNED 01-Oct-2011
(Signature of person authorized to sign)			

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GENERAL INFORMATION

1. The purpose of this modification is to allocate funding and provide the Line of Accounting for Option Year 3.
2. The period of performance for Option Year 3 is 01 October 2011 through 30 September 2012.
3. Acceptance of this modification by the contractor constitutes an accord and satisfaction and represents payment in full for both time and money for any and all costs, impact effect, and for delays and disruptions arising out of, or incidental to, the work as herein revised.
4. 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 (\$)
5003	O&MN,N			

The total value of the order is hereby increased from _____ by _____ to _____.

CLIN/SLIN	From (\$)	By (\$)	To (\$)
5003			

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SECTION B SUPPLIES OR SERVICES AND PRICES

CLIN - SUPPLIES OR SERVICES

For FFP Items:

Item	Supplies/Services Qty	Unit	Unit Price	Total Price
5000	The offeror shall provide Professional Engineering Support Services (3 Full Time Equivalents) in accordance with the Performance Work Statement. (O&MN,N)	EA		
500001	Fund Document # N6300509RC013LD/A A (O&MN,N)			
500002	Fund Document # N6110809RC013LD/A A (O&MN,N)			
5001	The offeror shall provide all Professional Engineering Services (3 FTEs) in accordance with the PWS. (O&MN,N)	EA		
500101	Fund Document# N6300510RC002LD/A A (O&MN,N)			
500102	Fund Document# N6300510RC003LD/A A (O&MN,N)			
5002	The offeror shall provide all Professional Engineering Services (3 FTEs) in accordance with the PWS. (O&MN,N)	EA		
5003	The offeror shall provide all Professional Engineering Services (3 FTEs) in accordance with the PWS. (O&MN,N)	EA		

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

(a) Definitions. As used in this clause—

“Coercion” means—

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

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

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

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

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

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

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

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

“Severe forms of trafficking in persons” means—

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

“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

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(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees of—

(i)

(A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place(s) of performance as indicated below:

Document Title: Department of Defense Instruction 2200.01, dated February 16, 2007, entitled

Combating Trafficking in Persons. Document may be obtained from:

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

Applies to Performance in/at: Camp Lemonnier, Djibouti

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

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

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

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

(2) Any actions taken against Contractor employees, subcontractors, or subcontractor employees pursuant to this clause.

(e) Remedies. In addition to other remedies available to the Government, the Contractor's failure to comply with the requirements of paragraphs (c), (d), or (f) of this clause may result in—

(1) Requiring the Contractor to remove a Contractor employee or employees from the performance of the contract;

(2) Requiring the Contractor to terminate a subcontract;

(3) Suspension of contract payments;

(4) Loss of award fee, consistent with the award fee plan, for the performance period in which the Government determined Contractor non-compliance;

(5) Termination of the contract for default or cause, in accordance with the termination clause of this contract; or

(6) Suspension or debarment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

(g) Mitigating Factor. The Contracting Officer may consider whether the Contractor had a Trafficking in Persons awareness program at the time of the violation as a mitigating factor when determining remedies. Additional information about Trafficking in Persons and examples of awareness programs can be found at the website for the Department of State's Office to Monitor and Combat Trafficking in Persons at

<http://www.state.gov/g/tip>.

(End of clause)

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SECTION C DESCRIPTIONS AND SPECIFICATIONS

Professional Engineering Support Services

Date: 23 March 2009

Mechanical / Electrical / Civil Engineering (3 FTEs) Requirements:

The requirement is for Mechanical, Electrical, and Civil Engineering services (3 FTEs) for the U.S. Navy in Bahrain. The services shall be performed in Bahrain at the Public Works Department, NSA Bahrain, Facilities Engineering and Acquisition Branch of the Naval Facilities Engineering Command Europe/Southwest Asia (NAVFAC EURSWA). The Area of Responsibility (AOR) includes, but is not limited to, Bahrain, UAE, Jordan, Oman, and Lebanon. NAVFAC EURSWA provides engineering services, technical assistance, program management, design and construction contract services, real estate planning and acquisition, counsel, host nation interface, and environmental management support to Navy and Department of Defense commands in its AOR.

The requirements involve acting as engineering technical experts for NAVFAC, Public Works in providing design management, knowledge of host nation laws, norms and regulations in support of planning, design and construction of Department of Defense, Department of Defense Dependant Schools (DoDDS); U.S. Air Force, Central Command (USAFCENT); U.S. Army, Central Command (USARCENT); Central Command (CENTCOM); Bureau of Personnel (BUPERS); U.S. Navy Chief of Naval Operations (CNO); U.S. Navy Bureau of Medicine and Surgery (BUMED); Naval Exchange Command (NEXCOM); Defense Commissary Agency (DECA).

Project design development and construction support embodies the full range of Naval shore facilities, including operating and training facilities, maintenance and production facilities, housing and community facilities, DoDDs schools, utilities and ground facilities, with complete supporting facilities. Complexity ranges from very small to \$500 million complete activity recapitalizations.

MAJOR DUTIES AND RESPONSIBILITIES

A. The professional support services include, but are not limited to: application and interpretation of engineering requirements to military facility designs; technical oversight to host nation and CONUS Architect-Engineering (A-E) firms; development and implementation of engineering design and construction policies for the AOR; editing, developing technical requirements of Requests for Proposal (RFPs) for Design-Build or Best Value Sole Source acquisitions; provision of construction support to the Public Works Officer (PWOs) and Resident Officer in Charge of Construction (ROICCs); the knowledge and use of host nation laws, norms and regulations in the planning, design and construction of Department of Defense and NATO facilities; coordination and/or provision of mechanical engineering designs throughout the AOR; conducting specialized engineering studies,

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surveys and investigations; and instruction of U.S. design and construction criteria to non-U.S. A-E firms.

As the Engineer in Charge (EIC) for design or other architectural and/or engineering services, the service providers will perform the following administrative and technical project management duties:

1. Overseas development of project scopes and cost estimates for A&E fee and construction contract purposes.
2. Prepares Government estimates for A-E fees and construction contracts.
3. Provides technical and administrative guidance to A-E firms in preparing construction drawings and specifications and in the selection of materials or prepares these documents personally. Ensures that these construction documents are in compliance with applicable DoD, CNO, CNE and NACFACENGCOM directives and criteria.
4. Often acts as the lead designer coordinating the work of other Government engineers or architects for content and completeness, and monitors progress of designs for adherence to schedules and costs.
5. Ensures concept planning and designs are compatible with the Activity master plan by facilitating/chairing the design Charrette and Functional Analysis Concept Development (FACD) processes.
6. Acts as the focal point and facilitates coordination of the design criteria and information with the using activity, the A-E and other interested Government representatives (CONUS and OCONUS).
7. Performs design review of construction drawings and specifications for architectural and/or engineering systems.
8. Ensures that systems are designed in accordance with the latest standard engineering and construction practices.
9. Ensures that designs are in compliance with all applicable codes/norms/laws, and identifies areas of special concern pertaining to the specific project, such as permits, clearances, real estate requirements, environmental impacts, energy conservation, economic analysis, life safety, handicap accessibility criteria, Activity maintenance procedures and policies, site utility adequacy, connections and outages, etc.
10. Coordinates technical and administrative requirements with local, country or other authorities when necessary, obtaining required approval actions.
11. Makes A-E office inspection trips, provides guidance and reports on A-E progress.
12. Reviews plans and specifications prepared by the A-E, coordinate review of other Government reviewers for content and completeness, and monitors progress of design reviews and adherence to schedules.

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13. Performs all necessary planning, scheduling and coordination necessary to assure that the design is complete and within the design budget and the allotted construction budget

14. Reviews and makes recommendations for A-E invoices for progress payments, assures that all work required by contract has been satisfactorily completed in accordance with the scope of work and all submittals have been properly received, verifies contract completion, reviews final invoice and recommends payment.

15. Makes recommendations for the A-E final performance evaluation.

16. Conducts field investigations during construction involving difficult problems such as changes in design due to latent conditions and interfaces new work with existing structures and/or those under construction.

17. Analyzes and interprets contract drawings and specifications to determine the extent of the contractor's responsibility under the provisions of the contract.

18. Recommends solutions to controversial situation including those that are due to misinterpretation of contractual and engineering terms and provisions.

19. Reviews and evaluates proposed change orders, recommending approval or disapproval.

20. Prepares Government estimates used in negotiating cost of approved changes.

21. Provides technical review and recommendations for the resolution of contractor claims.

22. Proficient in the use of AutoCAD.

B. Provides architectural and/or engineering analyses and evaluations of potential projects. Interprets customer requirements. Performs or directs surveys and field investigations to determine existing condition of facilities and layout information, obtain equipment data, dimensions, and make design checks. Performs necessary calculations, develops possible alternatives, and presents findings and alternatives in written reports and meetings with customers.

C. With appropriate approval, act as a non-voting advisor on slate, selection, and/or negotiation boards.

D. With appropriate approval, sits as a non-voting advisor on Technical Evaluation Boards (TEB).

E. Provides technical support to the Contracts and/or Construction product line components of the Public Works Department (PWD) in such matters as contract interpretation, contractor's claim, change order, involving architectural or engineering matters, etc.

KNOWLEDGE REQUIRED

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The service providers must demonstrate mastery experience (minimum 5 years) in the design and construction of facilities, the production of contract documents, a wide variety of acquisition methods and contract procedures, have exceptional knowledge of materials and methods of construction, manufactured systems and equipment, familiarity with related engineering fields, such as landscape architecture, architecture, structural, plumbing, electrical, civil, and fire protection engineering. The services providers shall also be skilled in the planning and development of new concepts for long range recapitalization programs.

1. Successful performance of the requirements of this task order includes meeting the following:
 - a. A thorough understanding of engineering techniques and methods; such as would be acquired through a bachelor's degree program in Mechanical/Civil/Electrical Engineering from a recognized college or university or training equivalent in type, scope and thoroughness coupled with work experience, to modify standard mechanical/civil/electrical engineering practices, methods and techniques, and develop new approaches to solve a variety of engineering problems.
 - b. A thorough knowledge and understanding of general architect/engineer office practice as it relates to the latest development in building design stages and specification writing of architectural/engineering projects and the production of required contract documents.
 - c. The practical application of basic scientific principles, particularly those of higher mathematics and physical and engineering sciences. Additionally, service providers must have knowledge of related fields such as civil, structural, mechanical and electrical engineering and landscape architecture and architecture.
 - d. An intimate knowledge of the fundamental engineering concepts and terminology and the units of measurement (both metric and US), and their inter-relationship common to all branches of architecture, engineering, project management and financial management.
 - e. Ability to consolidate the findings of others, evaluate recommendations and facts, and produce results of analysis. This includes the ability to develop, from client requirements, conceptual designs and diagrammatic sketches for multiple facility types.
 - f. A thorough knowledge and the ability to apply the basic skills involved in the written expression of complex ideas and requirements in a manner which can be clearly understood and interpreted and which will stand the test of legal action.
 - g. Ability to communicate (read, write and speak) in English.
 - h. A thorough knowledge and understanding of norms, practices and procedures as applicable to the design and construction of facilities.
 - i. Knowledge of laws and regulations regarding the contracting of Government A-E services as well as knowledge of the contractor selection process.
 - j. Knowledge of the organization, budgeting, planning and project management techniques.
 - k. Ability to provide staff advisory, consulting and review services, and coordinate the work of

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others and motivate and lead individuals of a variety of backgrounds.

1. A Professional Engineer is required.

COMPLEXITY

1. Assignments involve new designs, designs modifications, requirements definition, and engineering studies and evaluations. The assignments are diverse in nature and cover a number of essentially different systems and equipment throughout the AOR.
2. The service providers shall be required to deal with several complex tasks, including the need to modify original designs to solve problems of interface between other specializations and special scheduling requirements to integrate various phases of the work, taking into consideration costs which necessitate compromise between a theoretical ideal method and economy, by devising departures from previous test methods and techniques, substituting for standardized materials not available, or writing special analyses and justifications to higher authority regarding economic benefits of a certain approach.
3. Projects contain a combination of complex features requiring a high degree of technical judgment, originality and resourcefulness to (1) recognize possible new directions of approach and devise new or improved techniques and methods for obtaining effective results, (2) overcome difficult and unusual problems where precedents are not directly applicable, (3) apply latest technological advances relating to the specialization, and (4) analyze and evaluate designs, proposals and ideas submitted by others.

Working Hours: service providers shall work 8 hrs per day 08:00 am to 16:30 (w/ 30 minute lunch break), 5 days a week (Sunday, Monday, Tuesday, Wednesday and Thursday). Weekends in Bahrain are taken on Friday and Saturday.

Period of Performance:

Base Period: 01 June – 30 September 2009

Option 1: 01 October 2009 – 30 September 2010

Option 2: 01 October 2010 – 30 September 2011

Option 3: 01 October 2011 – 30 September 2012

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SECTION D PACKAGING AND MARKING

Not Applicable

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SECTION E INSPECTION AND ACCEPTANCE

Not Applicable.

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SECTION F DELIVERABLES OR PERFORMANCE

Location of Performance: Facilities Engineering and Acquisition Department; Bahrain.

Period of Performance:

Base Period: 01 June - 30 September 2009

Option 1: 01 October 2009 - 30 September 2010

Option 2: 01 October 2010 - 30 September 2011

Option 3: 01 October 2011 - 30 September 2012

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SECTION G CONTRACT ADMINISTRATION DATA

Administrative Contracting Officer: Mark VanLuit, mark.vanluit@eu.navy.mil

NAVFAC EURSWA does not have WAWF capabilities. As such, invoices shall be emailed to Mark VanLuit for processing.

Accounting data:

AA1791804.52FA 252 00052 0 068732 2D C013LD 630059FP410Q
FUND DOC # N6300509RC013LD/AA

AB1791804.52FA 252 00052 0 068732 2D C013LD 611089FP209Q
FUND DOC # N6110809RC013LD/AA

```
Accounting Data
SLINID  PR Number          Amount
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500001
LLA :
AA 1791804.52FA 252 00052 0 068732 2D C013LD 630059FP410Q

500002
LLA :
AB 1791804.52FA 252 00052 0 068732 2D C013LD 611089FP209Q
```

BASE Funding
Cumulative Funding

MOD 02 Funding
Cumulative Funding

MOD 03 Funding
Cumulative Funding

MOD 04

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500101
LLA :
AC 1701804.52FA 230 00052 0 068732 2D C002LD 630050FP410M
Standard Number: N6300510RC002LD
```

MOD 04 Funding
Cumulative Funding

MOD 05 Funding
Cumulative Funding

MOD 06

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500101
LLA :
AC 1701804.52FA 230 00052 0 068732 2D C002LD 630050FP410M
Standard Number: N6300510RC002LD
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500102

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LLA :
AD 1701804.52FA 230 00052 0 068732 2D C003LD 630050FP411M
Standard Number: N6300510RC003LD

MOD 06 Funding
Cumulative Funding

MOD 07 Funding
Cumulative Funding

MOD 08

5002
LLA :
AE 1711084.52FA 252 00052 0 068732 2D C001LD 630051FP410Q
Standard Number: N6300511RC001LD

MOD 08 Funding
Cumulative Funding

MOD 09 Funding
Cumulative Funding

MOD 10 Funding
Cumulative Funding

MOD 11

5003
LLA :
AF 17 12121804 52FG 0252 00052 0 068732 2D C001LD 611082FP04AQ
Standard Number: N6110812RC001LD

MOD 11 Funding
Cumulative Funding

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SECTION H SPECIAL CONTRACT REQUIREMENTS

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

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SECTION I CONTRACT CLAUSES

In addition to the Standard MAC clauses which apply, the following overseas clauses apply:

52.229-6: Taxes—Foreign Fixed-Price Contracts
252.229-7000: Invoices Exclusive of Taxes or Duties
252.229-7001: Tax Relief
252.232-7008: Assignment of Claims (Overseas)
252.233-7001: Choice of Law (Overseas)

For the full text version, please see:

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

252: (DFARS) <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

Contact Traci Pichler, Contract Specialist, at traci.pichler@eu.navy.mil with any questions or concerns.

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;

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

(1) By threats of serious harm to, or physical restraint against, that person or another person;

(2) By means of any scheme, plan, or pattern intended to cause the person to believe that, if the person did not perform such labor or services, that person or another person would suffer serious harm or physical restraint; or

(3) By means of the abuse or threatened abuse of law or the legal process.

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

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(1) Any scheme, plan, or pattern intended to cause a person to believe that, if the person did not enter into or continue in such conditions, that person or another person would suffer serious harm or physical restraint; or

(2) The abuse or threatened abuse of the legal process.

“Severe forms of trafficking in persons” means—

(1) Sex trafficking in which a commercial sex act is induced by force, fraud, or coercion, or in which the person induced to perform such act has not attained 18 years of age; or

(2) The recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

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(1) Engage in severe forms of trafficking in persons during the period of performance of the contract;

(2) Procure commercial sex acts during the period of performance of the contract; or

(3) Use forced labor in the performance of the contract.

(c) Contractor requirements. The Contractor shall—

(1) Notify its employees of—

(i)

(A) The United States Government's zero tolerance policy described in paragraph (b) of this clause; and

(B) The following directive(s) or notice(s) applicable to employees performing work at the contract place (s) of performance as indicated below:

Document Title: Department of Defense Instruction 2200.01, dated February 16, 2007, entitled

Combating Trafficking in Persons. Document may be obtained from:

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

Applies to Performance in/at: Camp Lemonnier, Djibouti

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

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

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(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> .

(End of clause)

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SECTION J LIST OF ATTACHMENTS